

Resolution No. 3023

A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2021 and ending September 30, 2022; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.

Whereas, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

Whereas, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

Whereas, from time-to-time circumstances and events may require that the original City budget may need revision; and

Whereas, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:

Section 1. Adoption of Budget Amendment.

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2021 and terminating on September 30, 2022 is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2021 and

terminating on September 30, 2022 shall remain in full force and effect.

Section 2. Implementing administrative actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

Section 3. Savings.

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 6. Effective Date.

This Resolution shall become effective immediately upon enactment.

Passed and adopted this 14th day of March, 2022.

Attest:

City Commission of the City of
Sanford

Cathy Lotempio

Traci Houchin, MMC, FCRM
City Clerk

Cathy Lotempio Deputy City Clerk

For use and reliance of the Sanford
City Commission only.

Approved as to form and legality.

Art Woodruff

Art Woodruff, Mayor

William Colbert

William Colbert, City Attorney



ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2022
Department: Fire

Division: Operations

3/14/2022

CHANGES IN REVENUES

REVENUE ACCOUNT NUMBER					Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Budget	Balance	Change	Unrealized
001	0000	389	98	00				
Use of Reserves					\$ 9,145,650	\$ 9,145,650	\$ 680,573	\$ 9,826,223
360	0000	381	60	00				
Transfers form General Funds					3,486,622	356,625	680,573	1,037,198
TOTAL CHANGES IN REVENUES							<u>\$ 1,361,146</u>	

CHANGES IN EXPENDITURES

EXPENDITURE ACCOUNT NUMBER					Current	Current	Amount of	Remaining
Fund	Dpt/Div	Activity	Obj	Ele	Budget	Balance	Change	Balance
360	3001	522	64	00				
Machinery & Equipment					\$ 2,059,214	\$ 10,757	\$ 680,573	\$ 691,330
001	7979	581	91	28				
Transfer to Capital Project Fund					3,486,622	356,625	680,573	1,037,198
TOTAL CHANGES IN EXPENDITURES							<u>\$ 1,361,146</u>	

REASON FOR AMENDMENT: To fund replacement Fire Engine Pumper

DIRECTOR APPROVAL: Ronnie McNeil 

DATE: 3/7/22

FINANCE APPROVAL: Cynthia Lindsay

DATE: 3/7/22

CITY MANAGER APPROVAL: _____

DATE: 3-15-2022

CITY COMMISSION AGENDA DATE: _____ APPROVED _____

FOR FINANCE USE

Entry Date: 3/15/2022
S. Posey

Batch Number: B# 2344

Document #: BA 06-101

Res# ~~2023~~ 3023 PJS 03/16/2022

CCM# 22-085



CITY OF
SANFORD
FLORIDA



APPROVED

gdc

WS __ RM X

Item No. 8.B

CITY COMMISSION MEMORANDUM 22-085
MARCH 14, 2022 AGENDA

TO: Honorable Mayor and Members of the City Commission
PREPARED BY: Ronnie McNeil, Fire Chief
SUBMITTED BY: Norton N. Bonaparte, Jr., City Manager
SUBJECT: Budget Amendment Resolution No. 3023 and Procurement to Ten-8 Fire & Safety, LLC

STRATEGIC PRIORITIES:

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

SYNOPSIS:

Approval of Resolution No. 3023, to amend the budget in the amount of, \$680,573, for the procurement of a replacement fire engine/pumper to Ten-8 Fire & Safety, LLC is requested.

FISCAL/STAFFING STATEMENT:

Reserve funds are requested to fund the cost of a replacement fire engine/pumper in the amount of, \$680,573.

BACKGROUND:

The Fire Department has recently submitted its Capital Improvement requests for FY 2022/2023, which includes a replacement fire engine/pumper. Due to a recent price increase of 7.5% and an upcoming price increase of 6.5% by June, the estimate cost of a fire engine/pumper would exceed \$725,000 if purchased next fiscal year. By purchasing a fire engine/pumper before the upcoming 6.5% price increase we will be saving approximately \$45,000.

The Fire Department will be replacing Vehicle No. 14, a 2010 Pierce Arrow XT pumper with 110,295 miles, 11,845 engine hours, and the vehicle is 12 years old. The proposal dated 03/02/2022, includes a discount of \$9,848 for a chassis progress payment of \$327,399 due 90 days prior to final delivery and a factory concession and customer loyalty discount of \$15,000.

The City's Purchasing Policies and Procedures allow the piggybacking of contracts. Contract PBA 19/20-38 with Ten-8 Fire & Safety, LL piggybacking Lake County's contract RFP #19-0707 is consistent with the City's purchasing requirements.

LEGAL REVIEW:

The City Attorney drafted the PBA 19/20-38 agreement with Ten-8 Fire & Safety, LLC.

RECOMMENDATION:

City staff recommends that the City Commission approve Resolution No. 3023, to amend the budget for the procurement of a replacement fire engine/pumper, in the amount of, \$680,573, to Ten-8 Fire & Safety, LLC.

SUGGESTED MOTION:

“I move to approve Resolution No. 3023, to amend the budget for the procurement of a replacement fire engine/pumper, in the amount of, \$680,573, to Ten-8 Fire & Safety, LLC.”

Attachments: Resolution No. 3023
Request for Budget Amendment Form
Ten-8 Fire & Safety, LLC Proposal
PBA 19/20-38 Ten-8 Fire & Safety, LLC



Equipment Proposal

Pierce Proposal # 733

This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire & Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.

Date: March 2, 2022 ("Proposal Date") **Customer:** SANFORD FIRE DEPARTMENT ("Customer")

Customer Address: 1303 WILLIAM CLARK AVENUE, SANFORD, FL, 32771

Qty	Product Description & Options	Price
1	PIERCE Enforcer PUC Custom Pumper per our Job #37661 and your purchase order number 38177, price level 40. Price increase of 7.5% documented on February 1 st , 2022, price level 41. Provide SetCom system and installation. Loose equipment mounting allowance. Discount for chassis progress payment of \$327,399.00, due 90 days prior to final delivery. Factory Concession and Customer Loyalty Discount This unit is being offered as an add-on to your PO 38177 at price level 41. As such, both units would be produced at the same time with delivery to match what is currently on order for the 01 unit. Delivery is slated for December 2022. Order must be received prior to May 1 st , 2022 or an additional 7% increase will apply.	\$648,876.00 \$48,665.00 \$5,380.00 \$2,500.00 (\$9,848.00) (\$15,000.00)
Purchase Price:		\$680,573.00

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 10 (months) after Company receives Customer's acceptance of this Proposal as defined below.

Other: Standard lead times for custom pumpers is 22 months. Delivery for this unit, along with the 01 unit, will be 10 months.

Unless accepted within 45 days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: City of Sanford Fire Department

Ten-8 Fire & Safety, LLC

By: _____

By: 

Title: _____

Title: **Authorized Sales Representative**

Print: _____

Print: **Robert F. Boggus**

Date: _____

Date: **March 2, 2022**

PURCHASING TERMS AND CONDITIONS

(Florida)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire & Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following

charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation

includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.

12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (h) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

**Ten-8 Fire Equipment, Inc. Piggyback Contract (PBA # 19/20-38) Lake County
(Fire Pumper Engine)**

The City of Sanford ("City") enters this "Piggyback" Contract with Ten-8 Fire Equipment, Inc., a Florida corporation (hereinafter referred to as the "Vendor"), whose principal and mailing address is 2904 59th Avenue Drive East, Bradenton, Florida 34203, under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

(1). The Purchasing Policy for the City of Sanford allows for "piggybacking" contract. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with the government of Lake County, Florida, said contract being identified "Equipment Proposal per Lake County RFP: 19-0707", as it may have been amended, and in order for the Vendor to provide all goods and services relating to the procurement of a fire pumper engine (said original contract being referred to as the "original government contract").

(2). The original government contract documents are incorporated herein by reference and attached as Exhibit "A" to this Contract. All of the terms and conditions set out in the original government contract are fully binding on the parties and said terms and conditions are incorporated herein; provided, however, that the City will negotiate and enter work orders/purchase orders with the Vendor in accordance with City policies and procedures for particular goods and services.

(3). Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical

provisions of the original government contract as applied to this Contract between the Vendor and the City, as follows:

(a). Time Period ("Term") of this Contract: (state N/A if this is not applicable).
N/A.

(b). Insurance Requirements of this Contract: (state N/A if this is not applicable). N/A.

(c). Notwithstanding anything in the original government contract to the contrary, the City's terms and conditions relating to the issuance of purchase orders or work orders, or referenced in such documents, shall prevail over any inconsistent provisions of the original government contract.

(d). Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, the Vendor agrees that he/she/it shall send notices, invoices and shall conduct all business with the City to the attention of City Manager, at: City of Sanford, 300 North Park Avenue; Sanford, Florida 32771. The City Manager's designated representative for this Contract is Marisol Ordoñez, Purchasing Manager, Finance-Purchasing Division, 300 North Park Avenue; Sanford, Florida 32771, telephone number (407) 688-5028 and whose e-mail address is Marisol.ordonez@sanfordfl.gov.

(e). Notwithstanding anything in the original government contract to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between the parties arising out of this Contract shall be in Seminole County, Florida in the Court of appropriate jurisdiction. The law of Florida shall control any dispute between the parties

arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.

(f). Notwithstanding any other provision in the original government contract to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

(g). All the services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.

(h).

(I). IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, CMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771, TRACI.HOUCHIN@SANFORDFL.GOV.

(II). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the Vendor must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

(C). Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this 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 City in a format that is compatible with the information technology systems of the City.

(III). If the Vendor does not comply with a public records request, the City shall enforce the provisions of this Contract in accordance with the terms and conditions of this Contract.

(IV). Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.

(i). All other provisions in the original government contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

SIGNATURE BLOCKS FOLLOW:


Entered this 18th day of November, 2019.

Attest:

Ten-8 Fire Equipment, Inc., a Florida corporation.



Stacey Abraham
Secretary

By: 

B. Keith Chapman
President/CEO
Date: _____

Attest:

City Of Sanford




Traci Houchin, City Clerk, CMC, FCRM

By: 

Jeff Triplett, Mayor
Date: Nov 18, 2019

Approved as to form and legal sufficiency.



William L. Colbert City Attorney

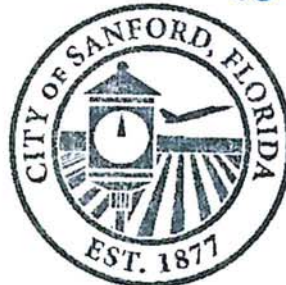


Exhibit "A"

[Attach original government contract]

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
TEN-8 FIRE EQUIPMENT, INC.
LAKE COUNTY FIRE APPARATUS
RFP #19-0707**

This is an 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 Ten-8 Fire Equipment, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as "CONTRACTOR", collectively referred to as the "parties".

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP) #19-0707, for procurement of a vendor to provide fire apparatus for the Lake County Office of Fire Rescue, in conjunction with the COUNTY's needs; and

WHEREAS, CONTRACTOR is qualified and desires to provide such goods and services subject to the terms of this Agreement.

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

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide fire apparatus for the COUNTY and its Office of Fire Rescue, in conjunction with the COUNTY's needs, and (1) as identified in the Scope of Services, set forth **Exhibit A**, attached hereto and incorporated herein by reference; and (2) as specified within the solicitation documents; and (3) as proposed by CONTRACTOR in its proposal for RFP #19-0707. Although this Agreement may reference a specific or an estimated number of items or units to be purchased by the COUNTY, it is understood and agreed that the COUNTY may purchase additional items or units from the CONTRACTOR in the future under this Agreement. The parties agree that the CONTRACTOR's proposal to RFP #19-0707 is incorporated into this Agreement by this reference.

2.2 This Agreement shall be effective upon full execution of this Agreement by the parties, unless otherwise stipulated in the Notice to Proceed distributed by the County's Office of Procurement Services, and shall be for a term of one (1) year. Prior to, or upon completion, of the initial term, the COUNTY shall have the option to renew this Agreement for four (4) additional one (1) year period(s). The CONTRACTOR shall maintain, for the entirety of the stated initial term the same prices included within this Agreement. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONTRACTOR.

2.3 The CONTRACTOR shall coordinate, cooperate, and work with any other contractors retained by the COUNTY. CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services or products as those

undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 3. Payment

3.1 Payment shall for goods and services are as set forth in the Pricing Schedule attached hereto and incorporated herein by reference as **Exhibit B**.

3.2 Invoices shall be submitted in duplicate to the County user Office after each individual purchase has been completed and apparatus delivered to and final acceptance by the COUNTY. Each invoice shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items. All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative.

3.3 COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONTRACTOR may be considered in default of contract and the contract may be terminated. The COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

3.4 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONTRACTOR 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. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

3.5 CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this Agreement; and shall expressly require any contractor performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed. COUNTY shall designate one or more County staff member to act as COUNTY'S Administrator and/or Spokesperson.

4.2 COUNTY shall pay CONTRACTOR, in accordance with the provisions of Article 3 above for required services and goods timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 The COUNTY retains the right to inspect all goods, services, and work to verify compliance with this Agreement and the solicitation proposal. Such inspection may extend to all or any part of the good or work and to the manufacture, preparation or fabrication of the materials used.

Article 5. Special Terms and Conditions

5.1 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service is completed and accepted.

- A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.
- B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.
- C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.2 Assignment of Agreement. This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

5.3 Insurance. CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section, shall be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director 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 parties agree that the policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

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

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000

Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability Included	

- B. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
- C. 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 CONTRACTOR 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.
- D. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

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 all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

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

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

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

Certificate holder must be:

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

All self-insured retentions shall appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or CONTRACTOR 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 CONTRACTOR providing such insurance.

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

Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, shall relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

5.4 Indemnity. The CONTRACTOR shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR's duties set forth in this Agreement.

5.5 Independent Contractor. CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONTRACTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

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

5.7 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.8 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. While the COUNTY has listed all major items which are utilized by the COUNTY's offices and departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a County representative will contact CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONTRACTOR, another vendor or to acquire the items through a separate solicitation.

5.9 Delivery and Acceptance. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the CONTRACTOR, except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, CONTRACTOR shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should CONTRACTOR fail to deliver a specific order in the number of days negotiated, the County reserves the right to cancel the specific order under the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the specific order is so terminated, it is hereby understood and agreed that

the COUNTY has the authority to purchase the goods elsewhere and to charge the CONTRACTOR with any re-procurement costs. If CONTRACTOR fails to honor these re-procurement costs, the County may terminate this Agreement in its entirety for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. CONTRACTOR shall require presentation of this written authorization. The CONTRACTOR shall maintain a copy of the authorization. If CONTRACTOR is in doubt about any aspect of material pick-up, CONTRACTOR shall contact the appropriate user department to confirm the authorization.

Apparatus, to ensure proper break in of all components while under warranty, shall be delivered under its own power. Rail or truck freight is not acceptable. A qualified delivery engineer representing the bidder shall deliver the apparatus and remain for the length of time sufficient to thoroughly instruct required personnel in the proper operation, care and maintenance of the equipment delivered.

The F.O.B. point for any product ordered shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the CONTRACTOR to the COUNTY only after the COUNTY receives AND accepts each item. Delivery will not be complete until the COUNTY has accepted each item. Delivery to a common carrier shall not constitute delivery to the COUNTY. Any transportation dispute shall be between the CONTRACTOR and the carrier.

The product(s) delivered shall remain the property of the CONTRACTOR until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased as a result of this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate the contract or initiate corrective action on the part of CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

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

5.10 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit, by any auditor of the COUNTY's choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) complete calendar years following expiration of the Agreement. The CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

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

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

5.11 Minimum Wage. The wage rate paid to all laborers, mechanics and apprentices employed by the CONTRACTOR for the work under the Agreement 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.

5.12 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. All items purchase under this Agreement shall be in accordance with governmental standards, including but not 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).

5.13 Prohibition Against Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.14 Copyrights. Any copyright derived from any agreement derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable 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 CONTRACTOR will not be eligible for any compensation.

5.15 Deficiencies. The CONTRACTOR shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within (20) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the CONTRACTOR by the COUNTY, who may confirm all such verbal reports in writing. The CONTRACTOR shall bear all associated costs of correcting such rejected work including pick-up, and delivery. If the CONTRACTOR fails to correct the work within the period specified, the COUNTY may, at its discretion, notify the vendor, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within (20) calendar days of receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY shall place the CONTRACTOR in default, obtain the services of another vendor to correct the deficiencies, and charge the CONTRACTOR for these costs, either through a deduction from the final payment owed to the CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate this Agreement for default.

5.16 Warranty. The CONTRACTOR agrees to provide the warranty described in **Exhibit A** and in the proposal submitted by CONTRACTOR to this solicitation (RFP#19-0707). This warranty will be most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the COUNTY by any other provision. CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR shall be new, warranted for their merchantability, and fit for a particular purpose. Warranty repairs shall include pick-up and delivery of the vehicles at no additional cost to the COUNTY.

5.17 Public Records:

- A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.
- B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall comply with the Florida Public Records' laws, and shall:
 - 1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
 - 2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 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 for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
 - 4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT purchasing@lakecountyfl.gov.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement 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 this Agreement.

6.7 During the term of this Agreement the CONTRACTOR assures the COUNTY 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 CONTRACTOR 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 CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 The CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

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

6.10 With the consent of the CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this Agreement is specific to a COUNTY Department, it is agreed and understood that any COUNTY department may avail itself of this Agreement and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the COUNTY identifying the requirements of the additional COUNTY departments.

6.11 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.12 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

6.13 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:

Ten-8 Fire Equipment, Inc.
2904 59th Ave Drive East
Bradenton, Florida 34203

cc: Ten-8 Fire Equipment, Inc.
141 Maritime Drive
Sanford, Florida 32771

If to COUNTY:

Lake County Manager
P.O. Box 7800
Tavares, Florida 32778-7800

cc: County Attorney
P.O. Box 7800
Tavares, Florida 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

6.14 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

6.15 This Agreement contains the following Exhibits:

Exhibit A Scope of Services
Exhibit B Pricing


{Remainder of page intentionally left blank}

Agreement between Lake County and Ten-8 Fire Equipment, Inc._Fire Apparatus; RFP 19-0707

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, and by CONTRACTOR through its duly authorized representative.

CONTRACTOR

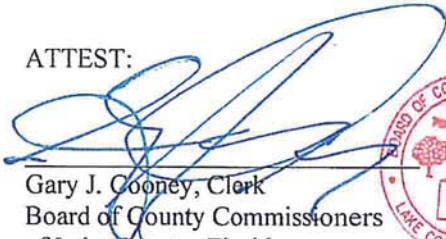
TEN-8 FIRE EQUIPMENT, INC.

By: 
Stacey Abraham, Vice President/Secretary
License # VF/1001939/1; MV/100391/1; MV/1000178/1
This 23 day of August, 2019.


COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:


Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida




Leslie Campione, Chairman
This 24th day of September, 2019.

Approved as to form and legality:


Melanie Marsh, County Attorney

Exhibit A – Scope of Services

Pursuant to the terms and conditions of this Agreement, the Contractor agrees to provide to the County (1) an initial purchase of the fire apparatus specified within this Agreement and (2) an indefinite ability for future purchases of various hereto specified and unspecified fire apparatus.

Items that may be purchased by the County from the Contractor under this Agreement include:

- 4-Door 2500 Gallon E-Tanker
- 75' Aerial Ladder Truck
- Tanker Pumper
- Special Operations Custom Pumper
- Commercial Pumper
- 100' Aerial Platform

The Contractor agrees to provide fire apparatus to the County at the pricing and specifications provided by the Contractor in the proposal to solicitation (RFP #19-0707), which is considered incorporated herein by this reference.

CONTRACT ACCESS REMITTANCE

A twenty-five hundred dollar (\$2,500.00) contract access remittance shall be provided to Lake County for other public entities and/or special fire districts that access this Agreement. A quarterly report will be provided by Contractor showing entities that have accessed the contract, along with their respective anticipated delivery dates. Lake County invoice reductions would be based solely on apparatus deliveries that were completed and had been paid for by the other entity or district. Upon termination of this Agreement, any unpaid access fees would be settled by cash remittance (check) once the units had been delivered.

GENERAL

The Contractor agrees to furnish and deliver to the County a complete fire apparatus (hereafter "apparatus") equipped as specified herein (unless otherwise agreed by the County in the acceptance of the proposal by the Contractor in RFP Number 19-0707). These specifications cover specific requirements as to the type of construction and tests the apparatus must conform, together with certain details as to finish, material preferences, equipment and appliances with which the successful bidder shall conform.

Apparatus furnished under this contract shall be built for the US market.

The design of the apparatus shall embody the latest approved automotive design practices. The workmanship shall be of the highest quality in its respective field. Construction shall be heavy duty and ample safety factors must be provided to carry loads as specified. The construction method employed shall allow ready removal of any component for service or repair.

The apparatus shall conform to the National Fire Protection Association Standard for Automotive Fire Apparatus, in its most recent edition, unless otherwise specified in this document. Only the specified firefighting support equipment listed in these specifications shall be provided.

The apparatus shall further conform to all Federal Motor Vehicles Safety Standards.

The Contractor has provided satisfactory evidence in its bid response, of which the County has relied on in entering this Agreement, of their ability to design; engineer and construct the apparatus specified and shall state the location of the factory producing the apparatus. They must also substantiate they are able to render prompt and proper service and to furnish replacement parts for the apparatus.

An all-aluminum body per specifications is required. The body shall be extruded construction design. Formed plate construction is not acceptable.

Aluminum bodies mounted on steel sub-frames are not acceptable. To eliminate mixture of dissimilar metal, only aluminum sub-frames shall be considered.

All aerial devices shall have certified Type 1 aerial testing. Custom cabs shall be certified through a third part crash test program.

The County requires that a representative of the Contractor attend a Pre-Construction Conference to finalize technical specifications for each type model to be purchased. The County Fire Chief will confer with the Contractor to schedule a date for each conference. A final pre-production drawing of the apparatus will be prepared by the Contractor and be approved by the County prior to construction commencing. This drawing shall become part of the total contract and it shall show, but not limited to, such items as the chassis being utilized; lights; horns; sirens; compartment location and dimensions; etc. Print is to be a visual interpretation of the apparatus to be built. One copy of the final drawing shall be left with the Lake County Office of Public Safety and one copy shall be given to the Office of Procurement Services for record retention.

The Contractor shall supply upon request by the County original manufacturer part numbers crossover for parts which are not manufactured by the equipment manufacturer after the award of contract and prior to delivery of equipment.

On line parts ordering systems are preferred. Demonstrations and a recommended parts inventory list may be required.

Documentation provided at the time of delivery shall also include an apparatus safety video, in DVD format. This video shall address key safety considerations for personnel to follow when they are driving, operating, and maintaining the apparatus. Safety procedures for the following shall be included: vehicle pre-trip inspection, chassis operation, pump operation, and maintenance.

The pump shall be tested, approved and certified by an independent third-party testing agency at the manufacturer's expense.

The County shall not be held liable for costs associated with change orders for which they are not properly notified.

The awarded contractor will notify the County, in writing, of any changes on any apparatus ordered. All change orders shall be approved by the County Fire Chief prior to work being performed.

Written change order requests shall include:

1. Changes to be made (i.e.; chassis and/or chassis components; equipment and/or equipment components
2. Any additional time associated with changes
3. Any additional costs associated with changes

The County reserves the right to make minor changes to the awarded bid apparatus prior to ordering.

INSPECTION PRIOR TO ACCEPTANCE

If and in the event an apparatus is ordered by the County from the Contractor, it is in the interests of the County to visit the site of manufacturing prior to delivery and acceptance of the apparatus to the County. The Contractor has/will factor the costs of transportation for up to three (3) County employees, in accordance with County policy, to travel to the Contractor's manufacturing facilities where the apparatus is then located. This includes a total of two (2) nights minimum per trip if said facility is out of the State of Florida or more than two hundred fifty (250) miles from Tavares, Florida. The County will coordinate with the Contractor at least three weeks prior to a scheduled visit.

The County site visit will include:

1. A preconstruction meeting required to completely review the specifications and the drawings prior to the apparatus assembly/construction assembly.
2. Final inspection/performance test. The apparatus shall be 100% complete and ready for delivery. The County shall perform a final inspection and full performance test of the apparatus and all integral systems. The Contractor shall provide technical information and authorized representatives to allow for a complete and thorough conformance meeting inspection. All third part certifications shall be available for review at this meeting.
3. Additional trip(s) may be required if the apparatus fails to be ready and in compliance at the expense of the Contractor, with no additional costs to the County.
4. A road test will be conducted with the apparatus full loaded and a continuous run of ten (10) or more miles will be made under all driving conditions, during which time the apparatus shall show no loss of power or overheating. The transmission drive shaft or shafts, and rear axles shall run quietly and be free from abnormal vibration or noise throughout the operating range of the apparatus.

Vehicle shall adhere to the following parameters:

1. The front to rear weight distribution of the full loaded vehicle (as defined by applicable NFPA guidelines) shall be within the limits set by the chassis manufacturer. The front axle load shall not be less than the minimum axle loads specified by the chassis manufacturer, under full load and all other loading conditions.
2. The apparatus shall be capable of accelerating to thirty-five (35) mph from a standing start within twenty-five (25) seconds on a level concrete highway without exceeding the maximum governed rpm of the engine.
3. The service brakes shall be capable for stopping the fully loaded vehicle in thirty-five (35) feet at twenty (20) mph on level concrete highway.
4. The apparatus, fully loaded, shall be capable of obtaining a speed of 60 mph on a level concrete highway with the engine not exceeding its governed rpm.

In the event the apparatus fails to meet the test requirements of these specifications on the first trial, second trials may be conducted at the request of the contractor and the approval of the County within thirty (30) days of the date of the first trials. Such trials shall be final and conclusive and failure to comply with these requirements shall be cause for rejection. Failure to comply with changes as the County may consider necessary to conform to any clause of the specifications with thirty (30) days after notice is given to the contractor of such changes shall also be cause for rejection of the apparatus. Permission to keep or store the apparatus in any building owned or occupied by the County or its use by the County during the above specified period with the permission of the awarded contractor shall not constitute acceptance.

VEHICLE DOCUMENTS

The awarded contractor will be required to deliver all necessary documentation required for licensing the furnished apparatus to Lake County Fleet Management Division, 20423 Independence Boulevard, Groveland, FL, 34736.

Vehicles shall be titled:
Board of County Commissioners
Lake County, Florida
PO Box 7800
315 W Main St
Tavares, Florida 32778-7800

Bid prices shall include the cost of vehicle titles. Titling procedures shall be in accordance with the rules and regulation of the Department of Highway Safety and Motor Vehicles which require the contractor to obtain title for the purchaser.

Units shall be delivered with each of the following documents completed:

1. Statement of origin
2. Warrant certificates (including rust proofing warranty)
3. Copy of pre-delivery service report
4. Copy of manufacturers invoice to dealer, price may be deleted
5. Application for certification of title and/or vehicle registration
6. Check for title
7. Temporary tag and 20-day extension tag
8. Any additional documentation that may be required at no additional costs

FACTORY DELAYS

Factory scheduling delays shall be reported to the County in writing. Delays should be addressed to:

Amy Munday, Contracting Officer II
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800

MAINTENANCE AGREEMENT

A maintenance agreement will be available to the County after the expiration of the apparatus warranty period. The Contractor will submit a copy of the proposed maintenance agreement to the County

PARTS AND SERVICE

Contractor agrees to furnish to the County a statement identifying where parts and service for the apparatus offered are available to the County.

PATENTS AND ROYALTIES

A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor will have no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied under the contract with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The Contractor

will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, Contractor may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the vendor and receive full reimbursement of all monies paid to the vendor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal prices include all royalties and costs arising from the use of such design, device or materials in any way involved in the work.

C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the vendor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and
- the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

EQUAL PRODUCT CAN BE CONSIDERED

If a product or service requested by this solicitation has been identified in the specifications by a brand name and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive and, is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

Unless the Contractor clearly indicates in its bid or proposal that it is proposing an alternate product, the proposal will be considered as offering the same brand name referenced in the specifications.

If the Contractor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished must be clearly identified. The evaluation of the proposal and the determination as to acceptability of the alternate product or service will be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the proposal. To ensure that sufficient information is available, the Contractor shall furnish as part of the proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

COOPERATIVE PURCHASES

The Contractor must agree to allow any Political Subdivisions of the State of Florida, and/or any other State, County, and Local agencies, Special and/or Volunteer Fire Districts to purchase apparatus at the bid pricing under the same conditions, processes and contract periods. Each ordering agency shall be responsible for their paperwork and billed separately. Lake County shall not be responsible for any costs, damages, etc. incurred by any other entity should they enter into any resultant contracts derived from this bid request.

The Contractor shall submit in writing entities requesting to utilize contract quarterly.

TRAINING MANUALS TO BE PROVIDED

The Contractor shall supply the county with a minimum of three (3) comprehensive training manuals which describe the appropriate use of the equipment purchased by the County. The manuals will be supplied prior to, or upon, delivery of the equipment. Final payment will be withheld until such time as these manuals are received by the County.

REPAIRS AND PARTS MANUALS TO BE PROVIDED

The Contractor shall supply the County with a minimum of three (3) comprehensive repair and parts manuals which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County. The manuals must be supplied prior to, or upon, delivery of the equipment. Final payment will be withheld until such time as these manuals are received by the County.

SERVICE FACILITIES SHALL BE AVAILABLE FROM RELIABLE SOURCES IN CENTRAL FLORIDA

While this solicitation is for the acquisition of equipment, offers will only be accepted from vendors which can certify that service facilities will be available from reliable sources in Central Florida (defined as Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, and Sumter counties) for parts and repairs. The Contractor has certified through a written statement that the Contractor has its own facility within the stated area for servicing the equipment or certify through a written agreement with an alternate source, that this alternate source will be available for servicing the equipment that will be provided by the Contractor.

The County reserves the right to perform an inspection of these service facilities during the offer evaluation period, and any time during the term of the contract. The acceptability of the size, location, level of security, and overall functionality of the service facility shall be determined by the County in consideration of the contract requirements. The County's best interests shall prevail in this regard, and the decision of the County shall be final.

TRADE-IN ALLOWANCES

It is hereby understood that if the County wishes to trade in existing equipment in exchange for the new equipment specified in this solicitation, a trade-in allowance may be quoted by the Contractor and applied to the purchase cost of any apparatus ordered by issuance of a purchase order. Apparatus being used for trade in may be inspected by contacting Chief John Dickerson at 352.343.9458 for an appointment. The trade-in equipment shall be removed from the County premises at no cost to the County.

WARRANTY

This Agreement was entered based upon the agreement between the County and the Contractor, that Contractor would provide the County a warranty and service support as provided in the Contractor's proposal (RFP#19-0707). The warranty supplied by the Contractor shall remain in force for the full period identified by the Contractor; regardless of whether the Contractor is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the vendor does not constitute a waiver of these warranty provisions. A copy of warranty will be provided to the County upon request.

Exhibit B – Pricing

<i>Ten-8 Fire Equipment, Inc.</i>		
ATTACH ANY EXTENDED WARRANTIES OFFERED AND THE YEARLY COSTS AFTER ALL THE INITIAL WARRANTIES EXPIRE (NOTED IN WARRANTY SECTION IN THE SPECIAL TERMS AND CONDITIONS)		
<i>The County reserves the right to audit invoices from manufacturer's suppliers to verify accuracy of percentages listed below.</i>		
Item #	Item Description	UNIT COST
1	4-DOOR 2500 GALLON E-TANKER	\$400,673.00
State set percent above bidders cost for the following:		
Item #	Item Description	PERCENTAGE
2	Apparatus	4%
3	Equipment Options	12%
4	Apparatus Accessories	10%
State percentage discount from identified price list(s) of the following:		
5	Cab/Chassis Parts	10%
	Price List	www.pierceparts.com
	Date of Price List	Web-Based, Current
6	Body Parts	10%
	Price List	www.pierceparts.com
	Date of Price List	Web-Based, Current
Bidder has included a complete description of apparatus construction?		YES
Nearest factory-authorized parts and service facility:		
<i>Ten-8 Fire Equipment, Inc. 141 Maritime Drive Sanford, FL 32771 866-328-5081</i>		
Miles from facility to Groveland, FL (34736):		47 Miles
Name/Phone/Cell Numbers of contact person:		
<i>Floyd Hicks, Service Manager Office: 321-257-5112 Cell: 407-955-1592</i>		

Item #	Item Description	UNIT COST
1	75' AERIAL LADDER TRUCK	\$784,309.00
State set percent above bidders cost for the following:		
Item #	Item Description	PERCENTAGE
2	Apparatus	1%
3	Equipment Options	12%
4	Apparatus Accessories	5%
State percentage discount from identified price list(s) of the following		
5	Cab/Chassis Parts	10%
	Price List	www.pierceparts.com
	Date of Price List	Web-Based, Current
6	Body Parts	10%
	Price List	www.pierceparts.com
	Date of Price List	Web-Based, Current
Bidder has included a complete description of apparatus construction?		YES
Nearest factory-authorized parts and service facility:		
<i>Ten-8 Fire Equipment, Inc. 141 Maritime Drive Sanford, FL 32771 866-328-5081</i>		
Miles from facility to Groveland, FL (34736):		47 Miles
Name/Phone/Cell Numbers of contact person:		
<i>Floyd Hicks, Service Manager Office: 321-257-5112 Cell: 407-955-1592</i>		
Item #	Item Description	UNIT COST
1	TANKER PUMPER	\$392,728.00
State set percent above bidders cost for the following:		
Item #	Item Description	PERCENTAGE
2	Apparatus	4%
3	Equipment Options	12%
4	Apparatus Accessories	10%
State percentage discount from identified price list(s) of the following		
5	Cab/Chassis Parts	10%
	Price List	www.pierceparts.com

	Date of Price List	Web-Based, Current
6	Body Parts	10%
	Price List	www.pierceparts.com
	Date of Price List	Web-Based, Current
Bidder has included a complete description of apparatus construction?		YES
Nearest factory-authorized parts and service facility:		
<i>Ten-8 Fire Equipment, Inc. 141 Maritime Drive Sanford, FL 32771 866-328-5081</i>		
Miles from facility to Groveland, FL (34736):		47 Miles
Name/Phone/Cell Numbers of contact person:		
<i>Floyd Hicks, Service Manager Office: 321-257-5112 Cell: 407-955-1592</i>		
Item #	Item Description	UNIT COST
1	SPECIAL OPERATIONS CUSTOM PUMPER	\$635,599.00
State set percent above bidders cost for the following:		
Item #	Item Description	PERCENTAGE
2	Apparatus	4%
3	Equipment Options	12%
4	Apparatus Accessories	9%
State percentage discount from identified price list(s) of the following		
5	Cab/Chassis Parts	10%
	Price List	www.pierceparts.com
	Date of Price List	Web-Based, Current
6	Body Parts	10%
	Price List	www.pierceparts.com
	Date of Price List	Web-Based, Current
Bidder has included a complete description of apparatus construction?		YES
Nearest factory-authorized parts and service facility:		
<i>Ten-8 Fire Equipment, Inc. 141 Maritime Drive Sanford, FL 32771 866-328-5081</i>		
Miles from facility to Groveland, FL (34736):		47 Miles

Name/Phone/Cell Numbers of contact person:		
<i>Floyd Hicks, Service Manager Office: 321-257-5112 Cell: 407-955-1592</i>		
Item #	Item Description	UNIT COST
1	COMMERCIAL PUMPER	\$331,702.00
State set percent above bidders cost for the following:		
Item #	Item Description	PERCENTAGE
2	Apparatus	4%
3	Equipment Options	12%
4	Apparatus Accessories	8%
State percentage discount from identified price list(s) of the following		
5	Cab/Chassis Parts	10%
	Price List	www.pierceparts.com
	Date of Price List	Web-Based, Current
6	Body Parts	10%
	Price List	www.pierceparts.com
	Date of Price List	Web-Based, Current
Bidder has included a complete description of apparatus construction?		YES
Nearest factory-authorized parts and service facility:		
<i>Ten-8 Fire Equipment, Inc. 141 Maritime Drive Sanford, FL 32771 866-328-5081</i>		
Miles from facility to Groveland, FL (34736):		47 Miles
Name/Phone/Cell Numbers of contact person:		
<i>Floyd Hicks, Service Manager Office: 321-257-5112 Cell: 407-955-1592</i>		
Item #	Item Description	UNIT COST
1	100' AERIAL PLATFORM	\$1,256,113.00
State set percent above bidders cost for the following:		
Item #	Item Description	PERCENTAGE

2	Apparatus	1%
3	Equipment Options	12%
4	Apparatus Accessories	5%
State percentage discount from identified price list(s) of the following:		
5	Cab/Chassis Parts	10%
	Price List	www.pierceparts.com
	Date of Price List	Web-Based, Current
6	Body Parts	10%
	Price List	www.pierceparts.com
	Date of Price List	Web-Based, Current
Bidder has included a complete description of apparatus construction?		YES
Nearest factory-authorized parts and service facility:		
<i>Ten-8 Fire Equipment, Inc. 141 Maritime Drive Sanford, FL 32771 866-328-5081</i>		
Miles from facility to Groveland, FL (34736):		47
Name/Phone/Cell Numbers of contact person:		
<i>Floyd Hicks, Service Manager Office: 321-257-5112 Cell: 407-955-1592</i>		
The County reserves the right to negotiate with the Contractor for additional services/items similar in nature are not known at time of bid closing.		
Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for incorporation into the project.		
This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a dollar amount to be expended on this Agreement.		