

PIGGYBACK AGREEMENT NO. 26-10-04-WL
BETWEEN THE CITY OF SUNRISE
AND NORTH AMERICA FIRE EQUIPMENT CO. INC.

This Piggyback Agreement No. 26-10-04-WL (Agreement) is entered into between the City of Sunrise Florida, a Florida Municipal Corporation (City) and North America Fire Equipment Co., Inc., a Foreign Profit Corporation (Contractor) this ____ day of _____, 20__.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, Lake County (Awarding Entity) awarded Contractor Contract 22-730I for Fire Equipment Supplies and Services (Contract) dated 08/01/22 and all subsequent amendments. A copy of the Contract is attached hereto as Exhibit A. Upon execution of this Agreement, all references to Awarding Entity within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. Term. This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through July, 31, 2027. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

3. Agreement Price and Payments. The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit A.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Ronald Woodall, Vice President
North America Fire Equipment Co. Inc.
1515 West Moulton St.
Decatur, AL 35601

If to City, to: Victoria Hernandez, Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

a. **Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

N/A b. Insurance Requirements. This provision shall supersede and replace Section ___ of the Contract and Section ___ of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including

endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read "City of Sunrise."

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or

cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

N/A c. Indemnification. This provision shall supersede and replace Section ___ of the Contract and Section ___ of the Awarding Entity's procurement documents.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

d. Independent Contractor. The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

e. Assignment and Subcontracting. The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

f. Public Records. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time 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 for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

g. Discriminatory Vendor List. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

h. Scrutinized Companies

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

i. Public Entity Crimes. Pursuant to Section 287.133, 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

j. Compliance with Laws. The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

k. Governing Law. This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial and will proceed to a trial by judge if necessary.

l. E-Verify Employment Eligibility. Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section

448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

m. Foreign Gifts and Contracts. Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §286.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

n. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

o. Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By

entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

p. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit "B" Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

q. Human Trafficking

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit Exhibit "C", the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

r. Emergency Response

If this Agreement is for goods or services related to emergency response for a natural emergency and Contractor breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay City a \$5,000 penalty plus damages, which shall be either actual and consequential damages or, if otherwise stated in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

6. Additional Provisions:

7. Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order and Exhibit A, and Exhibit B and Exhibit C shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order and Exhibit A, Exhibit B and Exhibit C, in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Victoria Hernandez, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By: _____
Thomas P. Moss, City Attorney

North America Fire Equipment Co., Inc.
(CONTRACTOR)

By: _____

Print Name: _____

Print Title: _____

Date: _____

Exhibit A



MODIFICATION OF CONTRACT

Modification Number: Eight (8) Effective Date: 2/1/2026	Contract Number: 22-7301 Title: Fire Equipment Supplies, and Services Effective Date: 08/01/2022
<p align="center">OFFICE OF PROCUREMENT SERVICES</p> Contracting Officer: Jennie Perley Contracting Officer II E-mail: jennie.perley@lakecountyfl.gov Telephone Number: 352-343-9423	<p align="center">CONTRACTOR</p> Name: North America Fire Equipment Co., Inc. Address: 1515 West Moulton Street City: Decatur, AL 35601 ATTENTION: Ronald Woodall
<p>INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to add the additional manufacturers per the attached.</p>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: <u><i>Ronald Woodall</i></u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>2-10-26</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u>Jennie</u> Digitally signed by Print Name: <u>Perley</u> Jennie Perley Title: <u>Contracting</u> Contracting Date: <u>Contracting</u> Officer II <u>Officer II</u> Date: 2026.02.10 10:18:04 -05'00'
<p>Distribution: Original - Bid File Copy - Contractor Contracting Officer</p>	



MODIFICATION OF CONTRACT

Modification Number: Seven (7) Effective Date: 12/15/2025	Contract Number: 22-7301 Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
<p align="center">OFFICE OF PROCUREMENT SERVICES</p> Contracting Officer: Ronald A. Falanga, NIGP- CPP, CPPO, CPPB E-mail: ronald.falanga@lakecountyfl.gov Telephone Number: 352-343-9839	<p align="center">CONTRACTOR</p> Name: North America Fire Equipment Co., Inc. Address: 1515 West Moulton Street City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
<p>INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to add the additional manufacturer per the attached.</p>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: <u><i>Ronald Woodall</i></u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>12-16-25</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u><i>Ronald A. Falanga</i></u> Print Name: <u>Ronald A. Falanga</u> Title: <u>Director of Procurement Services</u> Date: <u>12/16/2025</u>
<p>Distribution: Original – Bid File Copy – Contractor Contracting Officer</p>	

NAFECO				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:				
Warehouse Location(s): Orlando FL, Decatur AL, Clarkston GA, Foley AL, Ashland VA				
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Terry Mills		
Email:		terry.mills@nafeco.com		
Emergency Phone:		256-353-7100/706-263-5933		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Blauer	10.00%	Varies by Item		www.nafeco.com



MODIFICATION OF CONTRACT

Modification Number: Five (5) Effective Date: 11/26/2025	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.becht@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: <p align="center">Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800</p>	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Ronald Woodall</u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>12-2-24</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Digitally signed by Gretchen Bechtel, Contracting Officer II Title: Contracting Officer II Date: _____ Date: 2024.12.02 11:54:07 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County, FL
22-730
Fire Equipment, Supplies and Services

Additional Information

EXCEPTION TO DELIVERY REQUIREMENTS:

Due to the current global supply chain issues, NAFECO will make every attempt to delivery orders within ten (10) days ARO, however many manufacturers have extended delivery times. Delivery will vary dependent upon manufacturer, product ordered and quantities ordered. Currently, some manufacturers have lead times as far out as 6 months ARO.

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

Per Exhibit A, Section 2, Item 2.2, NAFECO will provide requested manufacturer's price lists/catalogs upon request.



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www.nafeco.com

• 800-628-6233





NAFECO

Fire &
Rescue

Law
Enforcement

EMS
Supplies

Industrial Safety
Options (ISO)

November 25, 2024

RE: Lake County Contract Labor Price Increase

When within our capacity to do so, NAFECO does not pass along any price increases nor do we raise rates. Rarely, though necessary since the start of the contract in August of 2022 we are required to increase pricing. Following the requirements in Contract 22-730i, we are providing documentation under the Bureau of Labor Statistics site data. In the data, you will find the following information:

The purpose of this report is to provide a clear justification for the need to establish a \$130.00 pick up/delivery fee based on the data provided by the Bureau of Labor Statistics. This report will outline the relevant information supporting the proposed labor rate increase and demonstrate its Alignment with market conditions and organizational health. Bureau of Labor Statistics Data Analysis:

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

Upon careful analysis of the Bureau of Labor Statistics data, it is evident that there have been significant shifts in market conditions and economic factors. The data indicates {specific information from the BLS data}.

Market Conditions and Organizational Health: Based on the analysis of the BLS data, it is clear that the current pick up/delivery fee of \$130 is essential to maintain organizational health and align with the prevailing market conditions. A comprehensive annual increase is justified to ensure that Our organization remains competitive and sustainable in the current economic landscape. Increased fixed costs, fuel, food, labor and utility costs have risen 3.9% in September 2024 alone dwarfing those rates since they have not been increased since the bid was awarded in 2022.

Conclusion:

In conclusion, the analysis of the Bureau of Labor Statistics data underscores the necessity of implementing a \$130 pick up/delivery rate to adequately address the market conditions and sustain organizational health. The proposed increase is in line with the economic indicators and is crucial for the long-term viability of our operations. This report provides a comprehensive rationale for the need to establish a \$130 pick up/delivery rate based on the Bureau of Labor Statistics data, and it is recommended that this justification be taken into consideration for the decision-making process. With this in mind, we respectfully request a modest increase in our labor rate to cover the cost of continuing to provide superior service to you and the comprehensive Lake County Contract community.



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Economic News Release

ECT PRINT:

Employment Cost Index Summary

USDL-24-2232

Transmission of material in this release is embargoed until 8:30 a.m. (ET) Thursday, October 31, 2024

Technical information: (202) 691-6199 • ncsinfo@bls.gov • www.bls.gov/eci
Media contact: (202) 691-5902 • pressoffice@bls.gov

EMPLOYMENT COST INDEX – SEPTEMBER 2024

Compensation costs for civilian workers increased 0.8 percent, seasonally adjusted, for the 3-month period ending in September 2024, the U.S. Bureau of Labor Statistics reported today. Wages and salaries increased 0.8 percent and benefit costs increased 0.8 percent from June 2024. (See tables A, 1, 2, and 3.)

Compensation costs for civilian workers increased 3.9 percent for the 12-month period ending in September 2024 and increased 4.3 percent in September 2023. Wages and salaries increased 3.9 percent for the 12-month period ending in September 2024 and increased 4.6 percent for the 12-month period ending in September 2023. Benefit costs increased 3.7 percent over the year and increased 4.1 percent for the 12-month period ending in September 2023. (See tables A, 4, 8, and 12.)

Compensation costs for private industry workers increased 3.6 percent over the year. In September 2023, the increase was 4.3 percent. Wages and salaries increased 3.8 percent for the 12-month period ending in September 2024 and increased 4.5 percent in September 2023. The cost of benefits increased 3.3 percent for the 12-month period ending in September 2024 and increased 3.9 percent in September 2023. Inflation-adjusted (constant dollar) wages and salaries increased 1.2 percent for the 12 months ending September 2024. (See tables A, 5, 9, and 12.)

Within private industry by bargaining status, compensation costs increased 5.8 percent for union workers and 3.4 percent for non-union workers for the 12-month period ending in September 2024. Wages and salaries increased 6.4 percent for union workers and 3.6 percent for non-union workers for the 12-month period ending in September 2024. Benefit costs increased 4.9 percent for union workers and 3.1 percent for non-union workers for the period ending in September 2024. (See tables 6, 10, and 12.)

Compensation costs for state and local government workers increased 4.7 percent for the 12-month period ending in September 2024 and increased 4.8 percent in September 2023. Wages and salaries increased 4.6 percent for the 12-month period ending in September 2024 and 4.8 percent from a year ago. Benefit costs increased 4.8 percent for the 12-month period ending in September 2024. The prior year's increase was 4.7 percent. (See tables A, 7, 11, and 12.)

Changes to ECI Index Rounding

Effective with the release of the June 2025 ECI, BLS plans to publish index levels to three decimal places. Percent changes based on these more precise indexes will continue to be published to one decimal place, see www.bls.gov/eci/notices/2024/changes-to-index-rounding.htm.

Table A. Major series of the Employment Cost Index [Percent change]

Category	3-month, seasonally adjusted		12-month, not seasonally adjusted, current dollar			12-month, not seasonally adjusted, constant dollar		
	Jun. 2024	Sep. 2024	Sep. 2023	Jun. 2024	Sep. 2024	Sep. 2023	Jun. 2024	Sep. 2024
Civilian workers⁽¹⁾								
Compensation⁽²⁾	0.9	0.8	4.3	4.1	3.9	0.6	1.1	1.4
Wages and salaries	0.9	0.8	4.6	4.2	3.9	0.9	1.2	1.4
Benefits	1.0	0.8	4.1	3.8	3.7	0.4	0.8	1.2
Private industry								
Compensation⁽²⁾	0.9	0.7	4.3	3.9	3.6	0.6	0.9	1.2
Wages and salaries	0.8	0.8	4.5	4.1	3.8	0.8	1.1	1.2
Benefits	0.8	0.7	3.9	3.5	3.3	0.2	0.5	0.8
Health benefits	-	-	1.9	3.6	3.4	-	-	-
State and local government								
Compensation⁽²⁾	1.2	1.1	4.8	4.9	4.7	1.0	1.9	2.2
Wages and salaries	1.1	1.0	4.8	5.1	4.6	1.0	2.0	2.1
Benefits	1.4	1.2	4.7	4.8	4.8	1.0	1.8	2.3

Footnotes

(1) Includes private industry and state and local government.

(2) Includes wages and salaries and benefits.

Note: All estimates in the table can be found in the public database at www.bls.gov/eci/data.htm. Dashes indicate data not available.

- [Employment Cost Index Technical Note](#)
- [Table 1. Seasonally adjusted: Employment Cost Index for total compensation, by ownership, occupational group, and industry](#)
- [Table 2. Seasonally adjusted: Employment Cost Index for wages and salaries, by ownership, occupational group, and industry](#)
- [Table 3. Seasonally adjusted: Employment Cost Index for benefits, by ownership, occupational group, and industry](#)
- [Table 4. Compensation \(not seasonally adjusted\): Employment Cost Index for total compensation, for civilian workers, by occupational group and industry](#)
- [Table 5. Compensation \(not seasonally adjusted\): Employment Cost Index for total compensation, for private industry workers, by occupational group and industry](#)
- [Table 6. Compensation \(not seasonally adjusted\): Employment Cost Index for total compensation, for private industry workers, by bargaining status and Census region and division](#)
- [Table 7. Compensation \(not seasonally adjusted\): Employment Cost Index for total compensation, for state and local government workers, by occupational group and industry](#)
- [Table 8. Wages and salaries \(not seasonally adjusted\): Employment Cost Index for wages and salaries, for civilian workers, by occupational group and industry](#)
- [Table 9. Wages and salaries \(not seasonally adjusted\): Employment Cost Index for wages and salaries, for private industry workers, by occupational group and industry](#)
- [Table 10. Wages and salaries \(not seasonally adjusted\): Employment Cost Index for wages and salaries, for private industry workers, by bargaining status and Census region and division](#)

- [Table 11. Wages and salaries \(not seasonally adjusted\): Employment Cost Index for wages and salaries, for state and local government workers, by occupational group and industry](#)
- [Table 12. Benefits \(not seasonally adjusted\): Employment Cost Index for benefits, by ownership, occupational group, industry, and bargaining status](#)
- [Table 13. Compensation and wages and salaries \(not seasonally adjusted\): Employment Cost Index for total compensation, and wages and salaries, for private industry workers, by area](#)
- [HTML version of the entire news release](#)

[The PDF version of the news release](#)

[News release charts](#)

[Supplemental Files Table of Contents](#)

[Table of Contents](#)

Last Modified Date: October 31, 2024

U.S. BUREAU OF LABOR STATISTICS Office of Compensation and Working Conditions PSB Suite 4160 2
Massachusetts Avenue NE Washington, DC 20212-0001

Telephone: 1-202-691-6199 www.bls.gov/ECI [Contact ECI](#)



MODIFICATION OF CONTRACT

Modification Number: Four (4) Effective Date: 6/6/2024	Contract Number: 22-7301 Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification for price redetermination per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Ronald Woodall</u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>6-6-2024</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: Gretchen Bechtel, Title: Contracting Date: _____ Officer II Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.06.07 07:10:35 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



NAFECO

Fire &
Rescue

Law
Enforcement

EMS
Supplies

Industrial Safety
Options (ISO)

June 4, 2024

RE: Lake County Contract Labor Price Increase

When within our capacity to do so, NAFECO does not pass along any price increases nor do we raise rates. Rarely, though necessary since the start of the contract in August of 2022 we are required to increase pricing. Following the requirements in Contract 22-730i, we are providing documentation under the Bureau of Labor Statistics site data. In the data, you will find the following information:

The purpose of this report is to provide a clear justification for the need to establish a \$145 labor rate based on the data provided by the Bureau of Labor Statistics. This report will outline the relevant information supporting the proposed labor rate increase and demonstrate its alignment with market conditions and organizational health. Bureau of Labor Statistics Data Analysis:

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods

https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

Upon careful analysis of the Bureau of Labor Statistics data, it is evident that there have been significant shifts in market conditions and economic factors. The data indicates {specific information from the BLS data}.

Market Conditions and Organizational Health: Based on the analysis of the BLS data, it is clear that the current labor rate of \$145 is essential to maintain organizational health and align with the prevailing market conditions. A comprehensive annual increase is justified to ensure that our organization remains competitive and sustainable in the current economic landscape. Increased fixed costs, fuel, food, labor and utility costs have risen from .6%-.9% monthly increases dwarfing those rates. Conclusion: In conclusion, the analysis of the Bureau of Labor Statistics data underscores the necessity of implementing a \$145 labor rate to adequately address the market conditions and sustain organizational health. The proposed increase is in line with the economic indicators and is crucial for the long-term viability of our operations. This report provides a comprehensive rationale for the need to establish a \$145 labor rate based on the Bureau of Labor Statistics data, and it is recommended that this justification be taken into consideration for the decision-making process. With this in mind, we respectfully request a modest increase in our labor rate to cover the cost of continuing to provide superior service to you and the comprehensive Lake County Contract community.



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Lake County, FL
22-730
Fire Equipment, Supplies and Services

Additional Information

EXCEPTION TO DELIVERY REQUIREMENTS:

Due to the current global supply chain issues, NAFECO will make every attempt to delivery orders within ten (10) days ARO, however many manufacturers have extended delivery times. Delivery will vary dependent upon manufacturer, product ordered and quantities ordered. Currently, some manufacturers have lead times as far out as 6 months ARO.

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

Per Exhibit A, Section 2, Item 2.2, NAFECO will provide requested manufacturer's price lists/catalogs upon request.



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Category	3-month, seasonally adjusted		12-month, not seasonally adjusted, current dollar			12-month, not seasonally adjusted, constant dollar		
	Dec. 2023	Mar. 2024	Mar. 2023	Dec. 2023	Mar. 2024	Mar. 2023	Dec. 2023	Mar. 2024
Civilian workers⁽¹⁾								
Compensation⁽²⁾	0.9	1.2	4.8	4.2	4.2	-0.2	0.9	0.8
Wages and salaries	1.1	1.1	5.0	4.3	4.4	0.0	1.0	0.9
Benefits	0.7	1.1	4.5	3.8	3.7	-0.5	0.4	0.3
Private industry								
Compensation⁽²⁾	0.9	1.1	4.8	4.1	4.1	-0.2	0.7	0.6
Wages and salaries	1.0	1.1	5.1	4.3	4.3	0.1	0.9	0.8
Benefits	0.7	1.0	4.3	3.6	3.6	-0.6	0.2	0.1
Health benefits	-	-	3.1	1.8	2.8	-	-	-
State and local government								
Compensation⁽²⁾	1.0	1.3	4.9	4.6	4.8	-0.1	1.3	1.3
Wages and salaries	1.1	1.4	4.7	4.7	5.0	-0.2	1.1	1.5
Benefits	1.0	1.2	5.0	4.6	4.5	0.2	1.3	0.9

Footnotes

(1) Includes private industry and state and local government.


(2) Includes wages and salaries and benefits.

Note: All estimates in the table can be found in the public database at www.bls.gov/eci/data.htm. Dashes indicate data not available.

- [Employment Cost Index Technical Note](#)
- [Table 1. Seasonally adjusted: Employment Cost Index for total compensation, by ownership, occupational group, and industry](#)
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- [Table 10. Wages and salaries \(not seasonally adjusted\): Employment Cost Index for wages and salaries, for private industry workers, by bargaining status and Census region and division](#)



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 2/8/2024	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u>. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to add additional product providers to contract per the attached.</p>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: <u>Ronald Woodall</u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>2-8-24</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u></u> Print Name: <u>Gretchen Bechtel,</u> Title: <u>Contracting Officer II</u> Date: <u>2024.02.08 12:36:39</u> <u>-05'00'</u>
<p>Distribution: Original – Bid File Copy – Contractor Contracting Officer</p>	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 8/1/2023	Contract Number: 22-7301 Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtelt@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com
Issued By: <div style="text-align: center;"> Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800 </div>	
<p>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u>. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.</p>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: <u>Ronald Woodall</u> Print Name: <u>Ronald Woodall</u> Title: <u>Vice President</u> Date: <u>3-7-2023</u> E-mail: <u>ronald.woodall@nafeco.com</u> Secondary E-mail: <u>sondra.barnes@nafeco.com</u>	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u></u> Print Name: Gretchen Bechtel , CPPB, Contracting Officer II Title: Contracting Officer II Date: <u>2023.03.08</u> 07:04:25 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



CONTRACT NO. 22-730I

For

Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **North America Fire Equipment, Co., Inc. (NAFECO)** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/27/2022, thereto with all County Bid provisions governing.

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

ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

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

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

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

This Contract is effective from 8/1/2022 through 7/31/2023, 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 two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

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

LAKE COUNTY, FLORIDA



By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

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



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: North America Fire Equipment Co., Inc. (NAFECO)

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Ronald Woodall

Date: 4/19/22

Print Name: RONALD WOODALL



ADDENDUM NO. #2

22-730

Title: VICE PRESIDENT

Primary E-mail Address: ronald.woodall@nafeco.com

Secondary E-mail Address:



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICITATION: Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: **NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)**

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid:

Date: **3/28/22**

Print Name: **RONALD WOODALL**

Title: **VICE PRESIDENT**

Primary E-mail Address: **ronald.woodall@nafeco.com**

Secondary E-mail Address:

Ronald Woodall
NAFECO

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased 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). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
 - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
 - 2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
 - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
 - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
 - 3.4.1. The County will advise when the order is an emergency.
 - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
 - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**EXHIBIT A – SCOPE OF SERVICES
FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

22-730

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[The remainder of this page intentionally left blank]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, 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, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY’S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. 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

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and 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.

iv. 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

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will 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.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. 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.

E. 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. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. 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

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will 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 will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. 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.

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

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LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

DEFINITIONS

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

Contractor: The Vendor to whom award has been made.

County: Lake County, Florida, a political subdivision of the State of Florida.

Proposal: Any offer submitted in response to a solicitation.

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

Vendor: Any entity responding to a solicitation or performing under any resulting contract.

INSTRUCTIONS TO VENDORS

- A. Vendor Qualification: The County requires 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 – as required by the Internal Revenue Service.
 5. Americans with Disabilities Act (ADA).
 6. Conflict of Interest.
 7. Debarment Disclosure Affidavit.
 8. Nondiscrimination.
 9. Family Leave.
 10. Antitrust Laws – By acceptance of any contract, the Vendor agrees to comply with all applicable antitrust laws.
- B. Public Entity Crimes: Pursuant to Section 287.133, Florida Statutes, 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 contractor under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- C. Contents of Solicitation and Vendors' Responsibilities: The Vendor shall be thoroughly familiar with the requirements of this solicitation. Ignorance of these matters by the Vendor will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.
- E. Restricted Discussions: From the date of solicitation issuance until final County action, Vendors will not discuss any part of the solicitation with any employee, agent, or other representative of the County except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to a solicitation are appropriately signed written documents from the Vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.
- F. Changes to Proposal: Prior to the scheduled due date, a Vendor may change its Proposal by submitting a new one with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original. The new submittal must contain the letter and all information as required in the solicitation.
- G. Withdrawal of Proposal: A Proposal will be irrevocable unless it is withdrawn as provided in a solicitation. A Proposal may be withdrawn, either physically or by written notice, at any time prior to solicitation award. If withdrawn by written notice, that notice must be addressed to, and received

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

by, the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the Vendor.

- H. **Conflicts within the Solicitation**: Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the Vendor to identify such conflicts to the designated procurement representative prior to the Proposal due date.
- I. **Prompt Payment Terms**: Payment for all purchases by County agencies will be made in a timely manner and 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 Vendor may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation.

PREPARATION OF PROPOSALS

- A. The pricing section of a solicitation defines requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other form or alteration of the form may result in rejection of the Proposal.
- B. The Proposal submitted must be legible. Vendors shall type or use an ink to complete the Proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the Vendor's firm must sign the Proposal. The County may reject any Proposal not signed by an authorized agent.
- D. The Vendor may submit alternate Proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal marked "Alternate Proposal."
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail. The County reserves the right to allow for clarification of questionable entries and the correction of obvious mistakes.
- F. Any Proposal received after the designated receipt date will be considered late and will not be considered for award.

COLLUSION

Where two (2) or more related parties each submit a Proposal for the same contract, such Proposals will be presumed to be collusive. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a Proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Proposals found to be collusive will be rejected. Vendors which have been found to have engaged in collusion may be considered non-responsible and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

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.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or immediate family member seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a Proposal. 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.

INCURRED EXPENSES

A solicitation does not commit the County to make an award nor will the County be responsible for any cost or expense which may be incurred by any Vendor in preparing and submitting a Proposal, or any cost or expense incurred by any Vendor prior to the execution of a purchase order or contract.

AWARD

- A. The Contract resulting from a solicitation may be awarded to the responsible Vendor which submits a Proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County will 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 necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all Proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to reject offers containing terms or conditions contradictory to the County's.
- E. Award of a solicitation will be made to firms satisfying all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Vendor's site or hold a pre-award qualification hearing to determine if the Vendor can perform the requirements of a solicitation.
- F. The Vendor's performance as a Contractor or subcontractor on previous County contracts will be considered in evaluating the responsibility of the Vendor.
- G. Any tie situations will be resolved in consonance with current written County procedure.
- H. The County has imposed a reciprocal match local vendor preference practice to ensure an equal procurement environment for all potential vendors unless prohibited by the funding source. More information is available on [Section 2-222, Local Vendor Preference](#).
- I. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- J. A Vendor wishing to protest any award decision resulting from a solicitation may do so per the [Procurement Protest Procedures site](#).

GRANT FUNDING

In the event any part of a 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. Contractors are advised that payments under the Contract may

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

be withheld pending completion and submission of all required forms and documents required of the Contractor pursuant to the grant funding requirements.

STATE REGISTRATION REQUIREMENTS

Any entity conducting business in Florida shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law, unless exempt from registration. A copy of the registration may be required prior to award of a Contract. Additional information is available by visiting the [Florida Department of State home page](#).

PRIME CONTRACTOR

The Vendor awarded a Contract shall act as the Prime Contractor and will assume full responsibility for the successful performance under the Contract. The Awarded Vendor (Contractor) will be considered the sole point of contact regarding meeting all requirements of the Contract. All subcontractors may be subject to advance review by the County regarding competency and security concerns. No change in subcontractors may be made without the consent of the County after the award of the Contract. Contractor will be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. County may require the Contractor to provide any insurance certificates required by the work to be performed even if the subcontractor is self-insured.

SUBCONTRACTING

Unless otherwise stipulated in a solicitation, the Contractor 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.

DISADVANTAGED BUSINESSES

The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

GENERAL CONTRACT CONDITIONS

The Contract will be binding upon and will inure to the benefit of each of the parties and respective successors and permitted assigns. The Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party 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 of the Contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the Contract. Any dispute arising during Contract performance that is not readily rectified by coordination between the Contractor and the County user department will be referred to Procurement Services.

GOVERNING LAW

The interpretation, effect, and validity of any contract will be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action will be solely in Lake County, Florida. The Contractor hereby waives its right to a jury trial.

COMPLIANCE OF LAWS, REGULATIONS, AND LICENSES

The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in a solicitation. During the term of a Contract, the Contractor 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 Contractor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against its employees or

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

applicants for employment. The Contractor understands that any Contract is conditioned upon the veracity of this statement.

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 Contractor 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 Contractor. Exercise of the above options requires the prior approval of the Procurement Services Director.

MODIFICATION OF CONTRACT

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

ASSIGNMENT

The Contractor shall not assign or transfer any Contract resulting from a solicitation, including any rights, title or interest in the Contract, or its power to execute such Contract to any entity without the prior written consent of the County. This provision includes any acquisition or hostile takeover of the Contractor. Failure to comply may result in termination of the Contract for default.

NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within a solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services described in a solicitation 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 provided under the Contract.

OTHER AGENCIES

Other governmental agencies may make purchases in accordance with the Contract with Contractor consent. Purchases are governed by the Contract's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

CONTINUATION OF WORK

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

WARRANTY

All warranties express and implied, must be made available to the County for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the Contractor against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Contract will be in addition to the warranty and do not limit any right afforded to the County by any other provision of a solicitation. Contractor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the County. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR

Contractor shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Contract documents regardless of project completion status. All corrections

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the Contractor by the County's project administrator. Contractor must bear all costs of correcting such rejected work. If the Contractor fails to correct the work within the period specified, the County may, at its discretion, notify the Contractor, in writing, that the Contractor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within seven (7) calendar days of receipt of the notice. If the Contractor fails to correct the work within the period specified in the notice, the County may place the Contractor in default, obtain the services of another Contractor to correct the deficiencies, and charge the incumbent 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 the contract for default.

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 (85-8013874700C-1). Visit [Lake County Tax Exemption Certificate page](#) to print a copy of the certificate. Except for items specifically identified by the Contractor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor will any Contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

SHIPPING TERMS, F.O.B. DESTINATION

The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED. The County will not consider any Proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

ACCEPTANCE OF GOODS OR SERVICES

The products delivered as a result of a solicitation will remain the property of the Contractor, and services rendered under the Contract will not be deemed complete, until a physical inspection and actual usage of the products or services is accepted by the County and is in compliance with the terms in the contract.

Any goods or services purchased as a result of a solicitation or Contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the Contract or initiate corrective action on the part of the 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. The Contractor shall not assess any additional charges 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 a 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 will be withheld from any monies owed to the Contractor by the County for any Contract or financial obligation.

ESTIMATED QUANTITIES

Estimated quantities or dollars are for the Vendor's guidance only and may be used in the award evaluation process. 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

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

to the award of a solicitation. In no event will the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

PURCHASE OF OTHER ITEMS

While the County has listed all major items within a solicitation, there may be ancillary or similar items purchased by the County during the term of a Contract. The Contractor will provide a price quote for the ancillary items. The County may request price quotes from all Contractors under Contract if there are multiple Contracts. The County reserves the right to award these ancillary items to the primary Contractor, another Contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Although a Contract may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the County. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other Vendors if fair and reasonable pricing is not obtained from the Contractor, or for other reasons at the County's discretion. It is hereby agreed and understood that the County may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the Contractor.

SAFETY

The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to persons or property.

The Contractor shall provide all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations.

The Contractor shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with County personnel. This person must be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Contract Manager.

MATERIAL SAFETY DATA SHEET (MSDS)

The Contractor is responsible to ensure the County has received the latest version of any MSDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous material. The Contractor shall promptly provide a new MSDS to the County with the new information relevant to the specific material at any time the content of an MSDS is revised.

TOBACCO PRODUCTS

Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

CLEAN-UP

If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. The Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager upon final completion.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest must always be protected against damage or interrupted services by the Contractor during the term of a Contract. The Contractor will be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Contractor's operation on the property. In the event the Contractor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Contractor.

CERTIFICATE OF COMPETENCY/LICENSURE, PERMITS, AND FEES

Any Vendor that submits an offer in response to a County solicitation shall, at the time of such offer if required, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying the Vendor to perform the work proposed. If work for other trades is required in conjunction with a solicitation, and such work will be performed by subcontractors hired by the Vendor, an applicable Certificate of Competency/license issued to the subcontractors must be submitted with the Vendor's offer. The County may at its option and in its best interest, allow the Vendor to supply the subcontractors certificate/license to the County during the offer evaluation period. The Contractor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for a project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated in a solicitation. Damages, penalties, or fines imposed on the County or the Contractor for failure to obtain required licenses, permits, inspection or other fees, or inspections will be borne by the Contractor.

TRUTH IN NEGOTIATION CERTIFICATE

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 for each Contract that exceeds \$195,000.00. Any Contract requiring this certificate will contain a provision that the original Contract price and any additions will 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 will be made within one (1) year following the end of the Contract.

COMPETENCY OF VENDORS AND ASSOCIATED SUBCONTRACTORS

Proposals will be considered from firms which are regularly engaged in the business of providing or distributing the goods or services described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. The County may consider any evidence available to it of the financial, technical, and other qualifications and abilities of any Vendor responding under a solicitation, including past performance with the County. Vendors must have sufficient financial support and organization to ensure satisfactory delivery under the stated solicitation terms and conditions of any Contract awarded. In the event the Vendor intends to subcontract any part of its work or will obtain the goods specifically offered under the Contract from another source of supply, the Vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the Contract, to require a Vendor to submit such evidence of its or its subcontractor's qualifications.

RESPONSIBILITY AS EMPLOYER

The employees of the Contractor will always be considered its employees, and not an employees or agents of the County. The Contractor shall provide employees capable of performing the work as required. The County may require the Contractor to remove any employee it deems unacceptable. All employees of the Contractor may be required to wear appropriate identification.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

MINIMUM WAGES

Under the Contract, the wage rate paid to all laborers, mechanics and apprentices employed by the Contractor for the work under the Contract, must 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.

PRICE REDETERMINATIONS

Contractor may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within 30 calendar days of the anniversary date of the Contract. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the [Bureau of Labor Statistics site here](#). Contractor may petition for price redetermination for Contractor's minimum wage employees should the minimum wage increase during the Contract. Upon verification, the County may grant an increase matching the minimum wage increase.

INDEMNIFICATION

To the extent permitted by law, the Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' 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 Contract by the Contractor or its employees, agents, servants, partners, principals or subcontractors. The Contractor shall pay all claims and losses in connection with those claims and losses, 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 attorneys' fees which may be incurred. The Contractor expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the Contractor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as provided in a solicitation or any Contract arising from a solicitation.

TERMINATION FOR CONVENIENCE

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

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 will be cancelled, and the Contractor will 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.

TERMINATION FOR DEFAULT

The County reserves the right to terminate any Contract arising from a solicitation, in part or in whole, or affect other appropriate remedy in the event the Contractor fails to perform in accordance with the terms and conditions stated in the Contract. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders. The Contractor will be notified by letter of the County's intent to terminate and the Contractor will be given

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

ten (10) calendar days to cure the breach. In the event of termination for default, the County may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement costs will be borne by the Contractor.

FRAUD AND MISREPRESENTATION

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

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 the contract at its place of business during regular business hours. The Contractor shall retain all records pertaining to the contract and upon request make them available to the County for three (3) complete calendar years following expiration of the contract. 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.

This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of any work under the contract.

PROPRIETARY/CONFIDENTIAL INFORMATION

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

PUBLIC RECORDS LAW

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

TO PROVIDE PUBLIC RECORDS RELATING TO THIS SOLICITATION, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-343-9839, PURCHASING@LAKECOUNTYFL.GOV, BY MAIL, OFFICE OF PROCUREMENT SERVICES, ATTN: RON FALANGA, P.O. BOX 7800 TAVARES, FL 32778.

By entering into the Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, the Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to the Contract.
- B. 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 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 for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the 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.

Requests to inspect or copy public records relating to the County’s Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor’s failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney’s fees and costs arising therefrom. Contractor authorizes County to seek

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

COPYRIGHTS

Any copyright derived from a Contract will 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 or report for the County's use which may include publishing in County documents and distribution as the County deems to be in its best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable will be considered defective and not acceptable and the Contractor will not be eligible for any compensation.

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display County's Intellectual Property. The County has the right to redact the County Logo displayed on any submission.

SOVEREIGN IMMUNITY

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under a Contract must 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).

E-VERIFY

Upon award of a Contract, the Contractor 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 all new persons hired by the Contractor during the term of the Contract.

The Contractor shall include in all contracts with subcontractors performing work pursuant to any Contract, an express requirement that subcontractors 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 all new employees hired by subcontractors during the term of the subcontract.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA)

The Contractor may be required to execute a Business Associate Agreement, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

If the Contractor obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the County or another source, while providing services to the County under the contract, the Contractor shall only use or disclose that information pursuant to the SAMHSA regulations.

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

The Contractor will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including but not limited to records or other documents containing medical, mental health, or substance abuse information.

FORCE MAJEURE

The parties will exercise every reasonable effort to meet respective obligations under the Contract but will not be liable for delayed performance or nonperformance resulting from a force majeure. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within 15 calendar days, after it discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may 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 will relieve the Contractor of duty to perform or give rise to any right to damages or additional compensation from the County. The Contractor's sole remedy will be the right to seek an extension to the Contract time. However, this provision will not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

CERTIFICATION REGARDING SCRUTINIZED COMPANIES

The Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

For purchases of \$1 million or more:

By submitting a response to any solicitation, the Contractor hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. The Contractor understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The Contractor further understands that any contract with the County for goods or services of \$1 million or more may be terminated at the option of the County if the Contractor is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

ANTI-TRAFFICKING RELATED ACTIVITIES

The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to come federally funded contracts and prohibit contractors, contractor employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

LAKE COUNTY, FLORIDA – GENERAL TERMS AND CONDITIONS

- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

NOTICES

All notices given by one party to the other party under a contract must be delivered to the receiving party's address set forth on the Contract either by hand, qualified courier, or e-mail and will be deemed received the day after it is transmitted. For County, it must be addressed to the Office of Procurement Services, Post Office Box 7800, 315 West Main Street, Suite 441, Tavares, Florida, 32778 or emailed to purchasing@lakecountyfl.gov.

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The undersigned hereby declares that: NORTH AMERICA FIRE COMPANY, INC. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 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? NO

5.0 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 Submittal 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. YES

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date, to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)

Street Address: 1515 WEST MOULTON STREET

City: DECATUR State and ZIP Code: AL, 35601

Mailing Address (if different): (SAME AS ABOVE)

Telephone: 256-353-7100 Fax: 256-355-0852

Federal Identification Number / TIN: 63-0725655

DUNS Number: 05-098-3451

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: RONALD WOODALL

Date: 4/27/2022

Ronald Woodall



Print Name: RONALD WOODALL

Title: VICE PRESIDENT

Primary E-mail Address: ronald.woodall@nafeco.com

Secondary E-mail Address: n/a

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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NAFECO

Fire &
Rescue

Law
Enforcement

EMS
Supplies

Industrial Safety
Options (ISO)

Lake County, FL
22-730
Fire Equipment, Supplies and Services

Additional Information

EXCEPTION TO DELIVERY REQUIREMENTS:

Due to the current global supply chain issues, NAFECO will make every attempt to delivery orders within ten (10) days ARO, however many manufacturers have extended delivery times. Delivery will vary dependent upon manufacturer, product ordered and quantities ordered. Currently, some manufacturers have lead times as far out as 6 months ARO.

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

Per Exhibit A, Section 2, Item 2.2, NAFECO will provide requested manufacturer's price lists/catalogs upon request.



Join Mailing List Scan QR Code or www.nafeco.com/subscribe

www.nafeco.com

• 800-628-6233



NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		WWW.NAFECO.COM		
Warehouse Location(s):		Orlando FL, Clearwater, FL, Atlanta, GA, Decatur, AL, Sandston, VA,		
Contact Information For Emergency/Disaster Services (24/7)				
		Name:	SHANNON SAULS	
		Email:	SHANNON.SAULS@NAFECO.COM	
		Emergency Phone:	256-353-7100/ 470-214-2138	
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
5.11 Tactical	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Able 2 Sho Me	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Action Coupling	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Advanced Impressions	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Aegis	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Aeromax Toys	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Aervoe	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Afast Nozzles	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ajax Tools	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Akron Brass	25.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Alco-Lite	4.00%	Varies by product selection	FOB ORIGIN + 50%	www.nafeco.com
Alert Visions	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Alliance Mercantile-Viking Wear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Amerex	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ameri-Viz	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Anchor Uniform	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ansell Healthcare-Microflex	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ansell Protective Solutions	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ansul-Chemguard	16.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Armor Express	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
ASP USA	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Atlanco-Tru Spec	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Augusta Sportswear	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Avon Manufacturing	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Avon Protection-ISI-Argus	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
B&B Fire Equip-FKA POK	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bates	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Batteries Plus	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bayco Products	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bayly Headwear	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bellville Boots	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Black Diamond Boots	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blackinton	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blue Generation	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Blue Pointe Sportswear	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bluewater Rope	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Bolle Safety	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Boston	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Boston Leather	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Broberry-Carhartt FR	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Broder Bros	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Capps Shoe	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Cardiac Solutions	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Carhartt	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Casella	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Cast Products	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
CET	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Charles River Apparel	15.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Chicago Protective Apparel-CPA	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Circle D	7.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
CMC	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Coaxsher	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Cobra Caps	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Code 3	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Command Light	3.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
CoolCop	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Cotton Eyed Joes	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Cougar Tactical	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Council	20.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Covert Ammor	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Crestar	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Danner-Lacrosse	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Dicke Safety Products	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Don Hume	20.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Draeger	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Dragon Fire Gloves	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Duo-Safety	2.00%	Varies by product selection	FOB ORIGIN+50%	www.nafeco.com
Dutyman	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Eagle Compressors	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Eagle Manufacturing	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Edwards & Cromwell	4.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Edwards Garment Co	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Edwards Mfg Co	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Eisman Ludnar	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Elbeco Uniforms	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Elk River Products	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Elkhart Brass	36.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Embroidery Services	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Enforcer One	25.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
ERB Industries	15.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Ergodyne	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
ESS	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Euramco - Ramfan	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
EZ Spanner-Better Tools	20.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fat Ivan	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fechheimer	4.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Federal Signal	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fine Print	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Hooks Unlimited	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire House Decals	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Innovations	11.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Ninja	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Fire Research	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
FireAde Foam (FSP-Fire Ade)	25.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Firecom	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Firecraft	2.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
First On Socks	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
First Tactical	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Flir	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Foldatank	16.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Foxfury	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Game Sportswear	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gasco Gas	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gateway Safety	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gemtor	12.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gerber Outerwear	10.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gerber Tools	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
GH Armor	22.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gildan	5.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com
Gillette Generators	1.00%	Varies by product selection	FOB ORIGIN+8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Glacier Tek	1.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Glas-Master	8.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Golfire	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Golight	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Groves	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Haix	18.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Hale	11.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Hammerhead Ind-Gearkeeper	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Hanes	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Hankin Bros Cap Co	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Hannay	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Hanover Leather	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Harrington	24.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Harris Ind	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Hazmat DQE	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
HD Electric	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Honeywell Rae	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Honeywell Respiratory FKA Sperian	12.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Husky Drop Tank	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Hydra-Shield Fryelane	6.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Innotex	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Justrite Mfg	11.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
JYD	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
K-Tool	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Kappler	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Key Fire Hose	34.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Keystone Uniform Cap	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Kidde US	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
KNP Headwear	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Kochek	31.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Kussmaul	8.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Lakeland Ind	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Liberty	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Liberty Uniform	12.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Lightning X Products	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
LION Structural Gear	36.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
LION Helmets	36.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
LION Boots	35.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
LION Express Gear	37.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
LION Gloves	15.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
LION Hoods	11.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
LION Total Care	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
LION Uniforms	20.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
LION MT-94	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
LION MedPro & VersaPro	11.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
LION-Bullex Training Products	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Majestic Fire Apparel	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Majestic Gloves	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Mechanix Wear	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Meiko USA Inc	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Meret	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Merrell Footwear	20.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Moritz Emblem	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
MTS Safety	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
N Vision Optics	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
NAFFCO.COM	4.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
National Safety Apparel	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
New Pig Corp	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Niedner	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Nielsen Mfg	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Northwest River Supply-NRS	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Pac Mule	8.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Pacific Headwear	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Pacific Reflex	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com

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Paul Conway	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
PEB Enterprises	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Pelican	20.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Pellerin-Milnor	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Performance Advantage Co-PAC	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Perimeter Solutions-FKA PhosChek-ICL	4.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Petra Roc	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Petzl	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
PGI	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Phalanx Defense Systems-PDS	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Plug N Dike	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
PMI	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Point Blank	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Portwest	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Premier Emblem	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
ProKure Solutions	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Propper	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Propper	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
R & B Fabricators	12.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Radians Industrial Safety-CSS	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Red Back Boots	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Red Head Brass	14.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Reflective Apparel	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
RefrigiWear	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Ringers	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
RIT Safety	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Rite in the Rain	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
RKI Instruments	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Rocky Boots	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Rothco	8.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Royce Shields	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Safariland-Bianchi-Hatch	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Safewaze	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Samuel Broom Uniform Accessories	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
SanMar	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
SCBAs	18.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
School Apparel Inc	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Scott Plastics-Scotty FF	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Seattle Gloves	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Shelby	18.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Skedco	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Smith & Warren	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Sound Off	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Sound Uniform Solutions -Olympic Uniforms	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
South Park	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Southeastern	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Southeastern Shirt	10.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Spiewak	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Spilfyter - National Pkging Serv	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Spyderco	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Stahls Transfer Express	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Stallion Leather	1.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Star Products	1.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Starfield Lion	30.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Stat Packs	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Steck	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Sterling Rope	3.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Stop Heart Attack	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Stop-Lite Sign	1.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Stratton Hats	5.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Streamlight	40.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Super Vac	25.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Superfeet	15.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com
Superior Flamefighter	2.00%	Varies by product selection	FOB ORIGIN +8%	www.nafeco.com

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Surefire	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tact Squad	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tact Squad-United Uniforms	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Taylor's Leatherwear	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Taylor's Tins	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Team Equip	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tele-Lite	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tempest-Leader	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tempo Gloves	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
The Meter Stick	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Thorlo	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Thorogood	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tiger Hill	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tingley Rubber Corp	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tonix	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Topps Safety Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tri-Mountain	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tru Spec	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
True North - Dragonwear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
TSF Sportswear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Turtle Plastics	6.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Underwater Kinetics	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
United Uniforms (covers Honor Guard)	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
US Coupling	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
US Night Vision Corp	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
VF Imagewear-Dickies, RedKap, Horace Small, Bulwark-Work Wear Outfitters	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Waterous	14.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weddle Tool	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weinbrenner	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weldon	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Whelen	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Whelen Industrial	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wiley X	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Will-Burt	4.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Winco	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wolfpack Gear	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wolverine Worldwide	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Workrite	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Xtreme Visibility	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Ziamatic	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com

EXHIBIT "B"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT "C"

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ of _____.

(SEAL)

Signature of Notary Public – State of Florida

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____