

AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement Between County and Supplier, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Ten-8 Fire and Safety, LLC.**, located at 2904 59th Avenue Dr. E, Bradenton, FL 34203, possessing FEIN# 59-2812764 (hereinafter referred to as "SUPPLIER") under seal for the Fire Equipment, Parts & Supplies, (hereinafter referred to as the "Project"), and COUNTY and SUPPLIER hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and SUPPLIER (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and SUPPLIER, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on November 1, 2022 shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #23PB-021 - Fire Equipment, Parts & Supplies, the Offer, Solicitation Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project, and the SUPPLIER acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and SUPPLIER.

Section 4 – Term. This Agreement shall be effective on the date of the last signature below, and shall "Piggyback" the term(s) of the original Lake County Bid/Contract 22-730K ending on 7/31/2023 with two (2) two (2) year renewals. Available renewals, when accepted by Lake County and the SUPPLIER, may also be piggybacked, pending mutual agreement and providing the piggyback remains in the best interest of the County, (the "Term"). All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of project 23PB-021, the SUPPLIER shall provide Fire Equipment, Parts, and Supplies per Lake County Contract 22-730K, 23PB-021, more fully set forth in EXHIBIT A hereto, and according to the timeframe as noted herein..

Section 6 – Compensation. COUNTY shall make payment to SUPPLIER under COUNTY's established procedure, per the pricing form herein, as part of Exhibit A. There shall be no provisions for pricing adjustments during the Term. SUPPLIER agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, to in acceptable condition.

Section 7 – Assignment. SUPPLIER may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the Work. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 –Books and Records. SUPPLIER shall keep records of all transactions. COUNTY shall have a right to request records from SUPPLIER, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. SUPPLIER shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide 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;
- 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 and following completion of this Agreement if SUPPLIER does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to perform the Work. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon the completion of this Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If SUPPLIER fails to provide the public records to COUNTY within a reasonable time, SUPPLIER may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification. SUPPLIER shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons to the extent caused by any negligent act or omission of SUPPLIER or its employees, officers, or agents in performing the services set forth herein. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall 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.

Section 14 – Independent Contractor. In the performance of this Agreement, SUPPLIER will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by SUPPLIER in the full performance of this Agreement.

Section 15 – Default/Termination. In the event SUPPLIER fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying SUPPLIER in writing, specifying the nature of the default and providing SUPPLIER with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to SUPPLIER without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible for compensation to SUPPLIER only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to SUPPLIER. In the event of termination of this Agreement without cause, COUNTY will compensate SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. SUPPLIER shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, SUPPLIER shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to SUPPLIER is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires SUPPLIER to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SUPPLIER from entering into this Contract unless it is in compliance therewith. Information provided by SUPPLIER is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, SUPPLIER has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- a) COUNTY shall immediately terminate SUPPLIER if COUNTY has a good faith belief that SUPPLIER has knowingly violated Section 448.09(1), F.S., that is, that SUPPLIER knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- b) If SUPPLIER enters into a contract with a subcontractor, SUPPLIER shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- c) SUPPLIER shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- d) SUPPLIER shall immediately terminate the subcontractor if SUPPLIER has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- e) If COUNTY has a good faith belief that SUPPLIER's subcontractor has knowingly violated Section 448.095, F.S., but that SUPPLIER has otherwise complied, COUNTY shall promptly order SUPPLIER to terminate the subcontractor. SUPPLIER agrees that upon such an order, SUPPLIER shall immediately terminate the subcontractor. SUPPLIER agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUPPLIER.
- f) If COUNTY terminates this Agreement with SUPPLIER, SUPPLIER may not be awarded a public contract for at least one (1) year after the date of termination.
- g) SUPPLIER is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- i) SUPPLIER shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 20 – Force Majeure. Neither SUPPLIER nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

Section 21 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes

hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 22 – SUPPLIER Conduct. These Guidelines govern SUPPLIER doing work on COUNTY property, as well as SUPPLIER’s employees, agents, consultants, and others on COUNTY property in connection with the SUPPLIER’s work or at the SUPPLIER’s express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that SUPPLIER and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** SUPPLIER and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by SUPPLIER or its employee is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** SUPPLIER and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** SUPPLIER and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** SUPPLIER and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

Section 23 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 24 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

Section 25 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or

- b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
- 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
 - 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 26 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify SUPPLIER, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 27 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 28 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A**

Section 29 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. SUPPLIER’s and COUNTY’s representatives and addresses for notice purposes are:

SUPPLIER: Ten-8 Fire and Safety, LLC.
 2904 59th Avenue Dr. E, Bradenton, FL 34203
 CONTACT PERSON: Keith Chapman | Phone: 941-756-7779

COUNTY: Marion County Fire Rescue
 c/o Marion County, a political subdivision of the State of Florida
 601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If SUPPLIER agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, SUPPLIER may designate up to two (2) e-mail addresses: cmorgan@ten8fire.com and debouwer@ten8fire.com. Designation signifies SUPPLIER's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

 11/1/2022
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


 10/13/2022
FOR: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA


 11/1/2022
CARL ZALAK III DATE
CHAIRMAN

BCC APPROVED: November 1, 2022
23PB-021| Fire Equipment, Parts & Supplies


WITNESS:


SIGNATURE
Addison Ward
PRINTED NAME

WITNESS:


SIGNATURE
Rickie D. Dowell
PRINTED NAME

TEN-8 FIRE AND SAFETY, LLC.


BY: DATE
B. Keith Chapman 10/12/2022
PRINTED:
President / CEO
ITS: (TITLE)

**MODIFICATION OF CONTRACT**

Modification Number: Two (2) Effective Date: 9/12/2022	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.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>	
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 to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>9/14/2022</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>Debouwer@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>CPPB, Contracting Officer II</u> Date: _____ <div style="float: right; font-size: small;"> Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 10:35:04 -04'00' </div>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County 22-730K Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2022					
Rescue Intellitech	0.00%		No	No	https://www.rescueintellitech.com/en-us/



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 8/12/2022	Contract Number: 22-730K Title: Fire Equipment, Supplies, and Service Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel E-mail: gbechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Ten-8 Fire and Safety, LLC Address: 2950 59th Ave Drive East City: Bradenton, FL 34203 ATTENTION: debouwer@ten8fire.com; cmorgan@ten8fire.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>	
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 to add items to contract per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Cindy Morgan</u> Print Name: <u>Cindy Morgan</u> Title: <u>VP of Equipment and Rescue Sales</u> Date: <u>8/12/2022</u> E-mail: <u>cmorgan@ten8fire.com</u> Secondary E-mail: <u>inf@ten8fire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel</u> Title: <u>CPPB, Contracting Officer II</u> Date: _____ <div style="font-size: small;"> Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.08.12 08:31:46 -04'00' </div>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



Lake County 1Lake County 17-0606L Contract

Equipment	Bid Discount off List	Hourly Rate	Stocking Distributor?	Freight Included?	Website
Added in 2022					
Ricochet	35.00%		No	No	https://www.ricochet-gear.com/

**CONTRACT NO. 22-730K**

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 **Ten-8 Fire and Safety, LLC** (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 4/26/2022, and Contractor's Bid response dated 3/24/2022, 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.

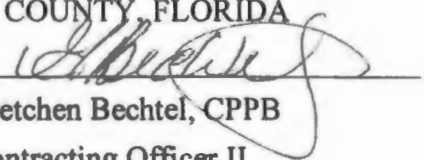
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

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

ADDENDUM NO. #2

22-730



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: Ten-8 Fire & Safety, LLC

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: *Richard Downer*

Date: 4/26/2022

ADDENDUM NO. #2**22-730**

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com

ADDENDUM NO. #1

22-730



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: Ten-8 Fire & Safety, LLC

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: *Richard Downer*

Date: 4/26/2022

Print Name: Richard Downer

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com

EXHIBIT A – SCOPE OF SERVICES**22-730****FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

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**22-730****FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

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.

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EXHIBIT B – INSURANCE REQUIREMENTS

22-730

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.

EXHIBIT B – INSURANCE REQUIREMENTS**22-730**

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.

[The remainder of this page is intentionally left blank.]

ATTACHMENT 1 – SUBMITTAL FORM

22-730

The undersigned hereby declares that: Ten-8 Fire & Safety, LLC 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: NO

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

ATTACHMENT 1 – SUBMITTAL FORM

22-730

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. N/A

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 N/A and enter effective date N/A to date N/A

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Ten-8 Fire & Safety, LLC

Street Address: 2950 59th Avenue Drive East

City: Bradenton State and ZIP Code: FL, 34203

Mailing Address (if different): Click or tap here to enter text.

Telephone: 800-228-8368 Fax: 941-756-2598

Federal Identification Number / TIN: 59-2812764

DUNS Number: 039680376

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: *Richard Downer*

Date: 4/26/2022

Print Name: Richard Downer

ATTACHMENT 1 – SUBMITTAL FORM

22-730

Title: COO

Primary E-mail Address: debouwer@ten8fire.com

Secondary E-mail Address: cmorgan@ten8fire.com

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.

[The remainder of this page is intentionally blank]

<i>Ten-8 Fire & Safety, LLC</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.ten8fire.com		
	SHOP LOCATION		
2a	2950 59th Ave Dr E, Bradenton, FL 34203		
2b	Ron Ribbens, 800-228-8368, rribbens@ten8fire.com		
2c	Labor for Equipment Repair (not under warranty)	\$115.00	per hour
2d	Pickup or delivery services offered?	Yes	
2e	Pick up / delivery fee for Equipment	\$65.00-/hour/person	per call

The following information is required for price redetermination consideration.

Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	N/A
Which does the firm use: Diesel fuel or Gasoline?	Both
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	N/A
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	N/A

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.

3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	Pierce - At Vendor Facility, 8AM - 5PM, Mon - Fri	\$124.20	Yes
	Pierce - At Vendor Facility, outside of hours mentioned above	\$189.00	Yes
	Pierce - Off Site Location, 8AM - 5PM, Mon - Fri	\$140.40	Yes
	Pierce - Off Site Location, outside of hours mentioned above	\$243.00	Yes

Ten-8 Fire & Safety, LLC				
SAVE AND SUBMIT AS AN EXCEL FILE				
www.ten8fire.com				
Warehouse Location(s):		Bradenton, FL		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Ron Ribbens		
Email:		rribbens@ten8fire.com		
Emergency Phone:		941-650-8420		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Action	35.00%	NO	NO	http://actioncoupling.com/
Aeroclave	0.00%	YES	NO	http://www.aeroclave.com/
AH Stock	10.00%	NO	NO	http://www.ahstockmfg.com/
Ajax	10.00%	NO	NO	
Akron Brass	38.00%	YES	NO	http://www.akronbrass.com/
Akron Brass Parts	10.00%	YES	NO	http://www.akronbrass.com/
Alocolite	15.00%	NO	NO	http://www.fireladder.com/
Amerex	35.00%	YES	NO	http://amerex-fire.com/
Anchor Industries	5.00%	NO	NO	https://www.anchorinc.com/specialty-products/
Angus	40.00%	NO	NO	http://www.angusfire.com/
Angus Foam	12.00%	NO	NO	http://angusfire.com/foam-concentrates/
Ansul Foam	12.00%	NO	NO	https://www.ansul.com/en/us/pages/default.aspx
Ansul Foams	12%	NO	NO	
Blowhard Fans	10.00%	NO	NO	https://www.blowhardfans.com/
Boston Leather	10.00%	YES	NO	http://www.bostonleather.com/
Bullard (WILDLAND ONLY)	30.00%	YES	NO	https://www.bullard.com/
Bulldog Name Change from Angus	40.00%	NO	NO	http://www.bulldoghose.com/
Cairns & Brother	35.00%	YES	NO	http://us.msasafety.com/
California Mountain (CMC)	0.00%	NO	NO	http://www.cmcrescue.com/
Cast Products	10.00%	NO	NO	http://www.getcpi.com/
CET	20.00%	YES	NO	http://fire-pump.com/
Chemguard Foam	12.00%	NO	NO	http://www.chemguard.com/
Class One (Span Instruments)	10.00%	YES	NO	
Code 3	5.00%	NO	NO	http://www.code3pse.com/
Cosmas USA	25.00%	YES	NO	http://www.cosmasusa.com/
Council Tools	0.00%	NO	NO	http://counciltool.com/
Cutter's Edge	10.00%	YES	NO	http://www.cuttersedge.com/
Darley & Co.	5.00%	NO	NO	http://www.darley.com/
David Clark	10.00%	NO	NO	http://www.davidclarkcompany.com/
Door Storm	5.00%	NO	NO	http://www.doorstorm.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Dragon Fire Gloves	5.00%	NO	NO	http://www.dragonfiregloves.com/
Duo Safety	10.00%	NO	NO	http://www.duosafety.com/
Edwards Mfg	0.00%	NO	NO	http://www.edwardsironworkers.com/
Elkhart Brass	25.00%	YES	NO	http://www.elkhartbrass.com/
Ergodyne	30.00%	YES	NO	https://www.ergodyne.com/
ESS- Parts	10.00%	NO	NO	http://www.esseyepro.com/
ESS- product	25.00%	NO	NO	http://www.esseyepro.com/
Euramco Safety	10.00%	NO	NO	http://www.euramcosafety.com/
Federal Signal Corp	10.00%	YES	NO	https://www.federalsignal.com/
Ferno	0.00%	NO	NO	http://www.fernoems.com/
Fire Hooks Unlimited	0%	YES	NO	http://www.firehooksunlimited.net/
Fire Research	15.00%	NO	NO	http://www.fireresearch.com/
Firecom	15.00%	YES	YES	http://www.firecom.com/
Firecraft Safety Products	10.00%	NO	NO	https://www.firecraftsafety.com/
Flamefighter	20.00%	YES	NO	http://flamefighter.com/
Fold A Tank	20.00%	YES	NO	http://www.fol-da-tank.com/
Gemtor (formerly Atlas)	15.00%	YES	NO	http://www.gemtor.com/
Glassmaster Wehr	10.00%	YES	NO	http://glassmaster.com/
Globe - Turnout Gear	44.00%	NO	NO	http://globeturnoutgear.com/
Globe Boots	31.00%	YES	NO	http://globeturnoutgear.com/
Groves Incorporated	15.00%	NO	NO	http://www.groves.com/
Haix Boots	15.00%	YES	NO	https://www.haixusa.com/haix-firefighter
Hale Fire Pumps	5%	YES	NO	http://haleproducts.com/
Hannay Reels	10.00%	YES	NO	http://www.hannay.com/
Harrington	40.00%	YES	NO	http://www.harrinc.com/
Hazard Control Technologies	5.00%	YES	NO	https://hct-world.com/
Hebert	20.00%	YES	NO	
HexArmor	15.00%	YES	NO	https://www.hexarmor.com/
Hi-Lift Jack	5.00%	NO	NO	https://hi-lift.com/first-responder-jack/
Humat	0.00%	NO	NO	http://www.humat.com/
Husky	20.00%	YES	NO	http://www.huskyportable.com/
Hygenall	0.00%	NO	NO	https://hygenall.com/firefighters/
Identifire	0.00%	No	NO	identifiresafety.com
JGB Hose	5.00%	YES	NO	https://www.jgbhose.com/
Junk Yard Dog	5.00%	NO	NO	http://junkyarddogindustries.com/
Key Hose	40.00%	YES	NO	http://keyhose.com/products.html
Kochek	30.00%	YES	NO	https://www.kochek.com/
Kussmaul	12.00%	YES	NO	http://www.kussmaul.com/
Lakeland Industries	25.00%	No	NO	https://www.lakeland.com/us
Leader Fans	10.00%	YES	NO	http://www.leadernorthamerica.com/
Leatherhead Tools	35.00%	YES	NO	http://www.leatherheadtools.com/
MSA				
MSA Helmets	35.00%	YES	NO	http://us.msasafety.com/
MSA Instruments	15.00%	YES	NO	http://us.msasafety.com/
MSA Parts	15.00%	YES	NO	http://us.msasafety.com/
MSA SCBA	25.00%	YES	NO	http://us.msasafety.com/
MSA TIC	0.00%	YES	NO	http://us.msasafety.com/
Natale (Circle D)	10.00%	YES	NO	http://www.circledlights.com/
National Foam	5.00%	YES	NO	http://nationalfoam.com/
Nupla	30.00%	YES	NO	http://www.nuplacorp.com/
OHD USA	0.00%	NO	NO	http://www.ohdusa.com/
Pelican	15.00%	YES	NO	http://www.pelican.com/
Performance Advantage Company	10.00%	YES	NO	http://pactoolmounts.com/

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Petrogen	0.00%	NO	NO	http://www.petrogen.com/
PGI	15.00%	NO	NO	https://www.pgi-inc.com/
Pierce	5.00%	YES	NO	
R & B Fabricators	10.00%	YES	NO	https://www.rbfab.com/
Redhead Brass				http://www.redheadbrass.com/
Redhead Brass QTY. 1-9	10.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 10-24	20.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 25-49	30.00%	YES	NO	http://www.redheadbrass.com/
Redhead Brass QTY 50-199	40.00%	YES	NO	http://www.redheadbrass.com/
Rescue 42	10.00%	YES	NO	http://rescue42.com/
Rescue Tech	5.00%	NO	NO	http://www.rescuetechn1.com/
Rice Hydro - test pumps	25.00%	YES	NO	http://www.ricehydro.com/
Rice Hydro Accessories	10.00%	YES	NO	http://www.ricehydro.com/
SaferStraps	0.00%	YES	NO	https://saferstraps.com/
SCBAS	15.00%	YES	NO	http://scbas.com/
Sensible Mounts	15.00%	YES	NO	http://senpro.net/
Shelby Wolverine	5.00%	YES	NO	http://www.shelbyglove.com/
Signal Vehicle Products	20.00%	NO	NO	
Solutions Safety Products	0.00%	NO	NO	https://solutionssafety.com/products/citrosqueeze
South Park	20.00%	YES	NO	http://www.spcbrass.com/
SpillArmor	10.00%	YES	NO	http://smartvistallc.com/spillarmor/
Sterling Rope	15.00%	NO	NO	http://www.sterlingrope.com/
Streamlight	40.00%	YES	NO	http://www.streamlight.com/
SuperVac	25.00%	YES	NO	http://supervac.com/
Task Force Tips	38.00%	YES	NO	http://www.tft.com/
Task Force Tips - Parts	20.00%	NO	NO	http://www.tft.com/
Task Force Tips G-Force	0.00%	YES	NO	https://www.tft.com/Product-Series/G-Force
Team Equipment	0.00%	YES	NO	http://www.teamequipment.com/
TeleLite	5.00%	NO	NO	http://www.tele-lite.com/
Tempest Fans	20.00%	YES	NO	http://www.tempest.us.com/
Thorogood Boots	20.00%	YES	NO	http://www.weinbrennerusa.com/
TNT Rescue Tools	0.00%	YES	NO	http://www.tntrescue.com/
TNT Tools	0.00%	NO	NO	http://www.tnttool.com/
Tomar	10.00%	YES	NO	http://www.tomar.com/
True North	10.00%	YES	NO	http://www.truenorthgear.com/
Turtle Plastics	10.00%	YES	NO	http://turtleplastics.com/
US Coupling	25.00%	YES	NO	http://www.uscouplings.com/home/
Vanguard Safetywear	5.00%	YES	NO	https://www.vanguardsafetywear.com/
Vanner	10.00%	YES	NO	http://www.vanner.com/
Waterax	10.00%	NO	NO	http://www.waterax.com/
Waterous	10.00%	YES	NO	http://www.waterousco.com/
Weldon	10.00%	YES	NO	http://www.akronbrass.com/
Western Shelter - Crew Boss	10.00%	YES	NO	http://westernshelter.com/
Western Shelter-tanks/shelters	0.00%	NO	NO	http://westernshelter.com/
Whelen Engineering	10.00%	YES	NO	http://www.whelen.com/index.php
Will Burt	10.00%	NO	NO	http://www.willburt.com/
Williams Foam	12.00%	YES	NO	http://www.williamsfire.com/HOME.aspx
Ziamatic/Zico	20.00%	YES	NO	http://www.ziamatic.com/