

FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF FIRE EQUIPMENT PARTS, SUPPLIES, AND RELATED PRODUCTS AND SERVICES

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF FIRE EQUIPMENT PARTS, SUPPLIES, AND RELATED PRODUCTS AND SERVICES ("First Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **MUNICIPAL EQUIPMENT COMPANY, LLC**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 59-3624496) ("Contractor").

WHEREAS, on September 11, 2022, City and Contractor entered into a Cooperative Purchasing Agreement (the "Original Agreement"), for the provision of fire equipment parts, supplies, and related products and services. City of Ocala Contract No.: OFR/220712; and

WHEREAS, City and Contractor, now desire to extend the Original Agreement, as written, for an additional two-year renewal period necessitating an amendment to the Compensation Section of the Original Agreement; and

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor, agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for an additional two-year term beginning **AUGUST 1, 2023** and terminating **JULY 31, 2025**.
4. **AMENDMENT TO PARAGRAPH 4.D – COMPENSATION.** The language contained in Paragraph 4.D – Compensation of the Original Agreement is hereby deleted and replaced with the following (all remaining sections of Paragraph 4.D – Compensation remain in effect):

COMPENSATION. City shall pay Contractor a maximum limiting amount not to exceed **NINETY THOUSAND AND NO/100 DOLLARS (\$90,000)** (the "Contract Sum") over the course of the Initial Contract Term as full and complete compensation for the timely and satisfactory completion of the work in compliance with the Contract Documents. The rates set forth in the Fee Schedule included in **LAKE COUNTY MODIFICATION OF CONTRACT** attached hereto shall remain fixed throughout the duration of this Agreement. Pricing under this Agreement may only be adjusted by written amendment executed by both parties.

5. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:



If to Contractor: Municipal Equipment Company, LLC
408 Bif Court
Orlando, Florida 32809
E-mail: matt@mecofire.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
PH: 352-401-3972
E-mail: cityattorney@ocalafl.gov

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
8. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

**MUNICIPAL EQUIPMENT COMPANY,
INC.**

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 8/1/2023	Contract Number: 22-730H 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: Municipal Equipment Company, LLC Address: 408 Bif Ct City: Orlando, FL 32809 ATTENTION: matt@mecofire.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 to extend the agreement for two annual terms to expire on 07/31/2025.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>3/29/2023</u> E-mail: <u>matt@mecofire.com</u> Secondary E-mail: _____	LAKE COUNTY SIGNATURE BLOCK Signature: _____ Print Name: <u>Gretchen Bechtel,</u> CPPB, Contracting Officer II Title: <u>Officer II</u> Date: _____ Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2023.03.30 10:15:04 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 1/24/2023	Contract Number: 22-730H 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: Municipal Equipment Company, LLC Address: 408 Bif Ct City: Orlando, FL 32809 ATTENTION: matt@mecofire.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 to add additional items per the attached.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>Mathew Fenneman</u> Title: <u>President</u> Date: <u>1/24/23</u> E-mail: <u>matt@mecofire.com</u> Secondary E-mail: <u>m.fenneman@mecofire.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Gretchen Bechtel</u> , Digitally signed by Print Name: <u>CPPB</u> , Gretchen Bechtel, CPPB, Title: <u>Contracting</u> Contracting Officer II Date: <u>Officer II</u> Date: 2023.01.24 14:10:14 -05'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	

[illegible]



CONTRACT NO. 22-730H
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 **Municipal Equipment Company, 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 4/28/2022, and Contractor's Bid response dated 4/20/2022, 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.

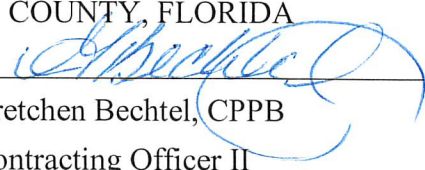
Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

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: Municipal Equipment Company, 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: *Mathew Fenneman*

Date: 4/20/2022

ADDENDUM NO. #2

22-730

Print Name: Mathew Fenneman

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.com



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: Municipal Equipment Company, 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: *Mathew Fenneman*

Date: 4/20/2022

Print Name: Mathew Fenneman

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.com

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.

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.

FIRE EQUIPMENT, SUPPLIES, AND SERVICES

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.

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

The undersigned hereby declares that: Municipal Equipment Company, 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: 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. 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) Choose an item. 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: Municipal Equipment Company, LLC

Street Address: 408 Bif Ct

City: Orlando State and ZIP Code: FL 32809

Mailing Address (if different): same

Telephone: 800-228-8448 Fax: n/a

Federal Identification Number / TIN: 59-3624496

DUNS Number: 020992533

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: *Mathew Fenneman*

Date: 4/20/2022

Print Name: Mathew Fenneman

Title: President

Primary E-mail Address: matt@mecofire.com

Secondary E-mail Address: mfenneman@mecofire.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>Municipal Equipment Company, LLC</i>			
ITEM #	SAVE AND SUBMIT AS AN EXCEL FILE		
1	www.mecofire.com		
	SHOP LOCATION		
2a	408 Bif Ct Orlando, FL 32809		
2b	Mathew Fenneman PH. 800-228-8448 Email. matt@mecofire.com		
2c	Labor for Equipment Repair (not under warranty)	\$100.00	per hour
2d	Pickup or delivery services offered?	yes	
2e	Pick up / delivery fee for Equipment	various	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?	up to 20%
Which does the firm use: Diesel fuel or Gasoline?	Gasoline
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?	30%
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?	up to 20%

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.

[illegible]

<i>Municipal Equipment Company, LLC</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:		www.mecofire.com		
Warehouse Location(s):		408 Bif Ct Orlando, FL 32809		
Contact Information For Emergency/Disaster Services (24/7)				
Name:		Mathew Fenneman		
Email:		matt@mecofire.com		
Emergency Phone:		800-228-8448		
List manufacturer brands supported.				
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Akron Brass	40.00%	1-8 weeks	yes	www.akronbrass.com
Arctic Compressor	2.00%	2-4 weeks	yes	www.arcticcompressor.com
Armor Express	10.00%	2-4 weeks	yes	www.armorexpress.com
Bayco Products	10.00%	2-3 weeks	yes	www.baycoproducts.com
Blackington Badges	20.00%	4-6 weeks	yes	www.Blackington.com
Bullard	5.00%	1-8 weeks	yes	www.bullard.com
CMC	8.00%	1-8 weeks	yes	www.cmcpro.com
Cairns	20.00%	1-4 weeks	yes	www.msasafety.com
Chemguard	20.00%	2 weeks	yes	www.jci.com
Council Tool	1.00%	1-8 weeks	yes	www.counciltool.com
CW Nielsen	20.00%	2-6 weeks	yes	www.cwnielsenbadges.com
Dewalt	5.00%	2-4 weeks	yes	www.dewalt.com
Door Storm	1.00%	2-6 weeks	yes	www.doorstorm.com
Draeger Engineered solutions	0.00%		yes	
Draeger SCBA & Gas Detection	5.00%	2-6 weeks	yes	www.Draeger.com
Duo Safety	15.00%	26 weeks	no	www.duosafety.com
Edwards and Cromwell	2.00%	1-2 weeks	yes	www.edwardsandcromwell.com
Elkhart Brass	25.00%	1-8 weeks	yes	www.elkhartbrass.com
Ergodyne	3.00%	1-3 weeks	yes	www.ergodyne.com
Enforcer One	15.00%	2-10 weeks	yes	www.enforcerone.com
Evac Systems	10.00%	2-3 weeks	yes	www.evacsytms.com
Fecheimer	5.00%	1-3 weeks	yes	www.fecheimer.com
Federal Signal	25.00%	1-4 weeks	yes	www.fedsig.com
Firehooks	2.00%	1-4 weeks	yes	www.firehooksunlimited.net

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Fire Innovations	5.00%	2-3 weeks	yes	www.fireinnovations.com
Fire Research	20.00%	1-4 weeks	yes	www.fireresearch.com
Fire Service Plus	20.00%	2-3 days	yes	www.fireade.com
Firebull	15.00%	2-3 days	yes	www.enforcerone.com
Firequip	35.00%	4-8 weeks	yes	www.snaptite.com
Flamefighter	10.00%	1-3 weeks	yes	www.flamefighter.com
Flir Sytems	10.00%	2-6 weeks	yes	www.flir.com
Florida PPE Services	2.00%		yes	www.floridappeservices.com
Foldatank	10.00%	1-4 weeks	yes	www.fol-da-tank.com
Gemtor	10.00%	1-3 weeks	yes	www.gemtor.com
Genesis Rescue Systems	0.00%	3-4 weeks	yes	www.genesisrescue.com/
GH Armor	10.00%	2-4 weeks	yes	www.gharmor.com
Glassmaster	5.00%	1 week	yes	www.glassmaster.com
Groves, Inc.	1.00%	2-4 weeks	yes	www.groves.com
Haix North America	20.00%	1-2 weeks	yes	www.haix.com
Hannay Reels	1.00%	1-4 weeks	yes	www.hannay.com
Harrington	20.00%	1-3 weeks	yes	www.Harrinc.com
Hebert Hose Clamps	1.00%	1-3 weeks	yes	no web
Holmatro	1.00%	1-6 weeks	yes	www.holmatro.com
Homeland Six	5.00%	2-6 weeks	yes	www.homelandsix.com
Hot Shield USA	10.00%	2-3 weeks	yes	www.hotshield.com
Humat	1.00%	2-3 weeks	yes	www.humat.com
Husky Portable Containment	1.00%	2-4 weeks	yes	www.huskyportable.com
Identifire	5.00%	1-2 weeks	yes	www.identifiresafety.com
Janesville	35.00%	3-6 months	yes	www.lionprotects.com
Kappler	3.00%	2-4 weeks	yes	www.kappler.com
Kochek	15.00%	2-6 weeks	yes	www.kochek.com
Koehler Manufacturing	10.00%	2-4 weeks	yes	www.flashlight.com
Kussmaul	5.00%	1-2 weeks	yes	www.kussmaul.com
Lakeland Industries	15.00%	2-8 weeks	yes	www.lakeland.com
Leatherhead Tools	10.00%	2-4 weeks	yes	www.leatherheadtools.com
Lion Boots	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Gloves	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Helmets	20.00%	2-8 weeks	yes	www.lionprotects.com
Lion Hoods	20.00%	1-2 weeks	yes	www.lionprotects.com
Lion Training Products	2.00%	1-4 weeks	yes	www.lionprotects.com
Lion Uniforms	30.00%	1-4 weeks	yes	www.lionprotects.com
Lion Wildland Equipment	10.00%	30-60 days	yes	www.lionprotects.com
Mirion	0.00%	2 weeks	yes	www.mirion.com
Nupla	10.00%	2-4 weeks	yes	www.nuplatools.com
Pacific Helmets	15.00%	2-12 weeks	yes	www.pipusa.com
Paratech	1.00%	2-4 weeks	yes	www.paratech.com
Partner	5.00%	1-2 weeks	yes	www.teamequipment.com
Paul Conway Shields	2.00%	2-3weeks	yes	www.conwayshield.cmom

[illegible]