

**ADOPTION AND AMENDMENT OF CONTRACT  
FOR CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT**  
*(Utilizing Volusia County Master Agreement Dated 03/10/2023)*

This contract is for the Adoption and Amendment by Lake County, Florida, a political subdivision of the State of Florida (COUNTY), of the Agreement for Cleaning, Repair, and Inspection of PPE Equipment, (the "Master Agreement") between Florida PPE Services, LLC, a Florida limited liability corporation (VENDOR).

**WITNESSETH:**

**WHEREAS**, on or about March 10, 2023, after complying with a competitive procurement process, Florida PPE Services, LLC, and Volusia County entered into the Master Agreement (No. 540 20558-1), incorporated herein as **Exhibit A**, for Cleaning, Repair, and Inspection of PPE Equipment; and

**WHEREAS**, the Master Agreement between VENDOR and Volusia County is effective until January 24, 2026, with the option for two (2) subsequent one (1) year renewals; and

**WHEREAS**, VENDOR is willing to honor the terms, conditions, and pricing of the Master Agreement to provide Cleaning, Repair, and Inspection of PPE Equipment services to the COUNTY; and

**WHEREAS**, the COUNTY and the VENDOR want to enter into this Adoption and Amendment to specify the application of the Master Agreement to the COUNTY and comply with the COUNTY'S procedures; and

**WHEREAS**, executing this Adoption and Amendment is in the best interests of the COUNTY and the residents of Lake County.

**NOW, THEREFORE**, the parties agree as follows:

1. **Recitals.** The foregoing recitals are ratified and confirmed as being true and correct and are hereby made a specific part of this Adoption and Amendment upon adoption hereof.

2. **Term.**

A. This Adoption and Amendment shall become effective on the date under the last signature (the "Effective Date") and shall continue for the remainder of the initial term of the Master Agreement with the option for two (2) subsequent one (1) year renewals. Renewals are contingent upon renewal of the underlying Master Agreement, as well as mutual written agreement of the parties hereto. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of VENDOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

B. This Adoption and Amendment will remain in effect until completion of all parties' obligations stated herein and expiration of all express and implied warranty periods.

3. **Payment and Invoices.**

A. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

B. VENDOR will submit an original invoice to the COUNTY after each service has been completed, or on such other basis as the parties mutually to in writing.

C. VENDOR will honor the pricing and terms set forth in the Master Agreement as full and complete payment for services rendered to the COUNTY under this Adoption and Amendment.

4. **Public Records.**

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the VENDOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the VENDOR'S office or facility. The VENDOR will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the VENDOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, VENDOR will comply with the Florida Public Records' laws, and will:

i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the VENDOR does not transfer the records to the COUNTY.

iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the VENDOR or keep and maintain public records required by the COUNTY to perform the service. If VENDOR transfers all public records to the COUNTY upon completion of the contract, VENDOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**C. IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADOPTION AND AMENDMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT [PURCHASING@LAKECOUNTYFL.GOV](mailto:PURCHASING@LAKECOUNTYFL.GOV).**

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

E. Unless otherwise provided, VENDOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If VENDOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the VENDOR shall continue to maintain all service records until final resolution of the dispute or litigation.

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

G. VENDOR acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. VENDOR further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. VENDOR shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the VENDOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by VENDOR'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. VENDOR authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against VENDOR from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

5. **Application to Lake County.** All terms applicable to "County" in the Master Agreement shall apply to Lake County as the COUNTY under this Adoption and Amendment.

6. **Notices.** The VENDOR shall provide any notices to the COUNTY as required under this Adoption and Amendment to the following locations:

County Manager  
Lake County Administration Building  
315 West Main Street, Suite 308  
Post Office Box 7800  
Tavares, Florida 32778-7800

*With a copy to:*

County Attorney  
Lake County Administration Building  
315 West Main Street, Suite 335  
Post Office Box 7800  
Tavares, Florida 32778-7800

7. **Insurance.** VENDOR shall, at minimum, have and maintain the types and amounts of insurance outlined in the Master Agreement. VENDOR shall also list the COUNTY as an additional insured:

Certificate holder shall be:

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

8. **Effect of Amendment.** All other provisions of the contract and any amendments thereto will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Adoption and Amendment conflicts with the Master Agreement, this Adoption and Amendment will govern.

9. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Adoption and Amendment is governed by the laws of the State of Florida. Any and all legal action arising out of this Adoption and Amendment will have its venue in Lake County and the contract will be interpreted according to the laws of Florida. Arbitration will not be used as a means for dispute resolution. Both parties waive any right they may have to a jury trial in any civil litigation matter arising from this Adoption and Amendment.

10. **Scope of Contract for Adoption & Amendment.** This Adoption and Amendment is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Adoption and Amendment, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Adoption and Amendment will need to be added via written addendum, and pricing negotiated based on final specifications. This Adoption and Amendment includes the following terms and attachments, all of which are incorporated herein:

Exhibit A..... Master Agreement with Volusia County (

IN WITNESS WHEREOF, the parties have signed this contract through their duly authorized representatives on the date under each signature.

**VENDOR**

FLORIDA PPE SERVICES, LLC

By: Tonya Herbert  
Tonya Herbert, Managing Member

This 31st day of October, 2024.

COUNTY

LAKE COUNTY, FLORIDA, a political subdivision of  
the State of Florida, by and through its County Manager



Ron Falanga, Director  
Office of Procurement Services

This 21<sup>st</sup> day of November, 2024.

Approved as to form and legality:



Melanie Marsh  
County Attorney



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– FLORIDA PPE SERVICES, LLC

Exhibit A  
Master Agreement with Volusia County



Master Agreement NO. 540 20558 - 1

TERM: 2023-01-24 to 2026-01-24

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Date Issued: 03/10/2023

<b>Vendor contact:</b> <b>Name:</b> Tonya Herbert <b>Phone:</b> 407-821-3999 <b>Ext.:</b> <b>E-mail:</b> Tonya@FloridaPPEservices.com		<b>County contact:</b> <b>Name:</b> CARL LAUNDRIE <b>Phone:</b> 386-736-5940 <b>Ext.:</b> 5940 <b>E-mail:</b> CLaundrie@volusia.org	<b>Bill To:</b> <b>County of Volusia</b> FIRE RESCUE ADMIN. 125 W NEW YORK AVE., STE 220 DELAND, FL 32720-4619
<b>Vendor Name:</b> Florida PPE Services LLC  970 Sunshine Lane Unit J/K Altamonte Springs, FL 32714		<b>Vendor No.:</b> VS12450	<b>Ship To:</b> FIRE RESCUE RESOURCE/#31 1970 S VOLUSIA AVE RESOURCE/#31 ORANGE CITY, FL 32763
<b>Solicitation Number:</b>  <b>Award Date:</b> 2023-01-24  <b>Award Authorization:</b> DIRECTOR		<b>Purchasing</b> <b>Phone:</b> ANDREW KOKITUS 386-943-7009 <b>Ext:</b> <b>E-mail:</b> akokitus@volusia.org  <b>Payment Terms:</b> Net 45 Days, FOB Dest, Freight allowed	
<b>Document Description:</b> Cleaning, Repair, and Inspection of PPE Equip. (Bunker Gear)			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	34034	EA	Cleaning, Repair, and Inspection of PPE Equip. (Bunker Gear) as per attached price list.	0.000000

*Pam Wilsky*

Pam Wilsky, CPPO, CPPB  
Purchasing & Contracts Director

County of Volusia  
Sales Tax Exemption Number  
85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.  
If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

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**1. ITB Documents**

32 (21 Mandatory Requirement)



**1.1. Terms and Conditions**

Group - 5 Questions

**1.1.1. Special Conditions**

**A. Bid Closing Date**

Bids must be received through the Merrell platform before the posted close date/time. Bids received after this time will not be considered.

**B. Pre-bid Conference**

1. A pre-bid conference will not be held.

**C. Authorized Official**

The bid submission and all required forms must be submitted/signed by an official authorized to legally bind the Bidder to all Bid provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

**D. Definition of Responsive and Responsible for this Bid**

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. Proper submittal of ALL documentation as required by this Bid. (Responsive)
2. The greatest benefits to Volusia County as it pertains to: (Responsible)
  - 2.1. Total Cost;
  - 2.2. Pick-up and delivery including turnaround time as described in section 1.2.1.7;
  - 2.3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
  - 2.4. All technical specifications associated with this Bid;
  - 2.5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.
  - 2.6. Awarded Vendor shall carry a 3rd party verification (Intertek/UL) for the repair/maintenance of STEDAIR Gold moisture barrier in accordance with NFPA 1851 2020 addition.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

**E. Local Preference Availability**

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

**F. Payment Terms**

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

**G. Award Term.** The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

**H. Price Redeterminations**

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages and fuel. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

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1. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages and fuel. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

2. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to installation, maintenance, and repair occupations under the Occupation heading. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.

3. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation Insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

3.1. *Example:* Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

3.2. If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

4. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "H2 diesel fuel - WPU057303," as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.

5. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

5.1. *Example:* Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI	=	.....	\$200.50
Base index PPI	=	.....	\$179.20
PPI increase dollars	=	.....	\$21.30
PPI increase percentage (\$21.30 ÷ \$179.20 = .1189).....11.9%			
Unit cost of the service is.....			\$100.00
30% of \$100.00 is directly attributed to the redetermination category....			\$30.00
\$30.00 × 11.9%	=	.....	\$3.57
New unit price for the product/service is (\$100 + \$3.57).....			\$103.57

6. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

**I. Termination**

1. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.

2. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.

3. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:

3.1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;

3.2. Inform County of the extent to which performance is completed;

3.3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Services under the Agreement as is not terminated and with the prior approval of the County; and,

3.4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of



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the Contractor under the orders and subcontracts so terminated.

4. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

5. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.

6. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

7. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

8. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

**J. New Material**

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

**K. Damages**

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

**By checking yes, the vendor agrees to the special conditions as contained in this section.**

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

**1.1.2. Compliance with E-Verify Federal Requirements**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

**By checking yes, the vendor agrees to comply with the E-verify requirements as described in this section.**

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

**1.1.3. General Terms and Conditions**

**A. Submission of Offers:** All offers shall be submitted through the Merrell Source-to-Contract platform. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received after the specified date and time will not be considered. Responses shall be submitted on forms and systems as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance.

**B. Bidder's Responsibility:** The Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;
2. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

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3. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,

4. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

**C. Execution of Offer:** Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder or asking a question of the Bidder shall be completed.

**D. Opening:** Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to [www.volusia.org/purchasing](http://www.volusia.org/purchasing) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Bid openings and Public meetings may be attended either in person or remotely. Bid openings may be accessed remotely by the use of the following link:

Join from your computer, tablet or smartphone.

<https://www.gotomeet.me/VolusiaCountyPurchasing>

You can also dial in using your phone.

United States: +1 (646) 749-3112

Access Code: 467-297-821, OR attend in person in the Purchasing Conference Room located at 123 W. Indiana Ave., Room 302. Masks will be strongly encouraged and available if space does not allow for social distancing.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at [www.volusia.org/core/fileparse.php/4175/url1/ADANotice.pdf](http://www.volusia.org/core/fileparse.php/4175/url1/ADANotice.pdf). Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

**E. Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, [purchasing@volusia.org](mailto:purchasing@volusia.org), by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.**

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

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise

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exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

**F. Clarification/Correction of Entry/Minor Irregularities:** The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

**G. Revisions, Addenda, Questions & Answers:**

1. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's official online procurement platform Merrell Source-to-Contract is the only official methods by which Interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this ITB shall be directed through the question and answer functionality of Merrell Source-to-Contract.
2. If it becomes necessary for the County to revise or clarify any part of this ITB the solicitation will be updated on the Merrell platform by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the Merrell web site for any posted answers, and/or solicitation changes at <https://app.negomatrix.com/today>. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this ITB before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.
3. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.
4. Questions and exceptions shall be submitted by the question and answer deadline. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

**H. Incurred Expenses:** This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

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

**J. Local Preference:** The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

**K. Pricing:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

**L. Unusual Costs:** The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided

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and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

**M. Additional Terms & Conditions:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

**N. Taxes:** County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing). After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

**O. Payment Terms:** Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

**P. Discounts:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement

**Q. Meets/Minimum Specifications:** The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

**R. Brand Name or Equal:** If items requested by this ITB have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

**S. Samples:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

**T. Silence of Specifications:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

**U. Change in Scope of Work/Service:**

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.
2. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

**V. Governing Laws/Venue:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

**W. Assignment:** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County

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without a written and duly executed amendment to the Agreement.

**X. Content of Invitation/Response:** The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these "General Terms and Conditions."

**Y. Disclosure of Bid Content:** All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

**Z. Limitation of Liability/Indemnification:** The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

**AA. Infringement Claim:** For all licensed software or derivative works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

**BB. Sovereign Immunity:** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**CC. Patents, Copyright, and Royalties:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

**DD. Use of County Logo:** The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

**EE. Training:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

**FF. Acceptance:** Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

**GG. Safety Warranty:** Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

**HH. Safety:** The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

**II. Warranty:** The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

**JJ. Award:** The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all



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informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

**KK. Other Agencies:** All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

**LL. FOB Destination:** The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

**MM. Special Conditions:** County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

**NN. Licenses, Certificates, and Permits:**

1. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at [www.sunbiz.org](http://www.sunbiz.org), AND;
2. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at [www.sunbiz.org](http://www.sunbiz.org) in order to provide services under the resulting Agreement.
3. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
4. At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

**OO. Records & Right to Audit:** County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

**PP. Claim Notice:** The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida  
Human Resources/Risk Management Division  
Address: 125 W. New York Avenue, Suite 141  
Deland, Florida 32720  
Telephone: 386-736-5963  
Fax: 386-822-5006

**QQ. Waiver of Claims:** Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

**RR. Compliance with Laws and Regulations:** The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

**SS. For Internet/Web Services:** For the purposes of this paragraph, any Services or products offered to public via the Internet or online

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must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or Internet Services or products.

**TT. Scrutinized Companies-FL Statute Section 287.136 and 215.473:** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**UU. Modifications Due to Public Welfare or Change in Law:** The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

**VV. Right to Require Performance:**

1. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
2. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

**WW. Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

**XX. Contractor's Personnel:** During the performance of the Agreement, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such

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– FLORIDA PPE SERVICES, LLC**

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Contractor is an Equal Opportunity Employer.

3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;

4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;

5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;

6. The Contractor shall include the provisions of the foregoing paragraphs 1, 2, 3, 4, and 5, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;

7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;

8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

9. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

**YY. County/Contractor Relationship:**

1. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

**ZZ. Disqualification of Bidders:** One (1) Bid: Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders: If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

**AAA. Debarment: Purpose and Intent.** The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at <https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

**BBB.** For purposes of this ITB and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

**CCC. Dispute Resolution:**

1. **Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

2. **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

3. **Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of

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the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

- 3.1. County Work Days: 10 Contractor's Representative: Contractor's Project Manager  
County Representative: County's Project Manager
- 3.2. County Work Days: 10 Contractor's Representative: Contractor's Sr. Vice President of Sales  
County Representative: Director of Purchasing and Contracts
- 3.3. County Work Days: 20 Contractor's Representative: Contractor's COO or President  
County Representative: Deputy County Manager

4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

By checking yes, the Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

**1.1.4. Content of Invitation/Response:**

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements as specified in the *General Terms and Conditions* section of this solicitation.

**Submission of Offers**

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through Merrell Source-to-Contract by the date and time posted. Bids received after the posted date and time may not be considered. Bids shall be submitted through the County of Volusia online solicitation system, Merrell, at <https://app.negometrix.com/today>.

Do not submit confidential information, proprietary information and/or trade secrets.

By checking yes, the vendor acknowledges the information provided above regarding offer submission.

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

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**1.1.5. Authorized Signatory**

Vendor acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

**Complete Name and Title below, which shall indicate acknowledgment. (Click Fill Out)**

Open text response - Mandatory Requirement

**1.2. Scope of Work**

Group - 1 Questions

**1.2.1. A. Scope of Work**

**1. SCOPE OF WORK** Volusia County Fire Services currently has three hundred (300+) sets of gear that are in service and would need to be, at a minimum, each advanced cleaned and inspected one (1) time per year in accordance with National Fire Protection Association (NFPA) standards. All other services shall be on an as needed basis. This is in no way a guarantee of any future expenditure.

**2. Personal Protective Equipment (PPE) Cleaning, Repairs, Inspection and Certification**

2.1. Services shall meet current NFPA 1851 and applicable NFPA 1971 standards. Awarded Vendor shall have manufacturers' certification, including, but not limited to: Honeywell First Responder Products as well as third party repair facility verification. Service shall also include the decontamination of bunker gear, PPE and/or uniforms from combustion by-products, biological, chemical, and other contaminants in accordance with federal, state, and local guidelines. Awarded Vendor shall carry a 3rd party verification (Intertek/UL) for the repair/maintenance of STEDAIR Gold moisture barrier in accordance with NFPA 1861 2020 addition.

**3. Pickup and Delivery**

3.1. Upon notification all items shall be picked up and returned to each individual fire station. The current locations of each fire station are attached separately (see exhibit A). These sites may be subject to change but shall remain in Volusia County. Pickup and delivery shall be included in vendor's pricing.

**4. Additional Services**

4.1. Modifications, alterations, repairs, and improvements to the PPE shall also be required to include, but not be limited to: repair of small tears, holes, abrasion/burn areas, fastener/closures, the creation and addition of name panels with Velcro® backing and name panel holder Velcro® replacement to the pants or coats.

**5. Name Panels**

5.1. Name panels shall be constructed of the coat material and sized four inches by sixteen inches (4" x 16"). Each name panel shall have the first initial and last name of the firefighter in reflective lettering to match the coat. Velcro® hook and pile (loop) attachment material shall be on the back of the name panel and another same size holder piece on the lower back tail of the coat. This will allow the firefighters to be able to use their name panel on another coat as needed.

**6. Documentation**

6.1. Documentation of all repairs, cleaning, inspection, and certification are required under NFPA 1851 and shall be compatible with the Honeywell First Responder Products - Advanced Protective Tracking (APT) application for upload and tracking.

**7. Turn-around Time**

7.1. Advanced cleaning, advanced inspection, liner inspection, heavy-duty cleaning, and specialized cleaning shall be completed and returned within three (3) business days from time of pick up. Gear repairs and/or modifications shall be returned within ten (10) business days from time of pick up. Warranty repairs from the manufacturer shall be returned within thirty (30) days from the time of pick up.

**8. Pricing**

8.1. All pricing shall include the pickup and delivery of PPE.

**By checking yes, vendor acknowledges the above Scope of Work and will furnish said product or services according to the scope of work detailed within this ITB if awarded.**

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

Exhibit A--Fire Station Locations(514109).pdf



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**1.3. Revisions/ Addenda/ Questions & Answers**

Group - 1 Questions

**1.3.1. REVISIONS | ADDENDA | QUESTIONS & ANSWERS**

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By selecting **YES** below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting **YES** will serve as confirmation of acknowledgement.

To review all the published questions and answers, click on the Question and Answer Tab on the left hand side of the screen.

Yes/No response - Mandatory Requirement

- **Yes**
- **No**  
MR missed

**1.4. Insurance Requirements**

Group - 3 Questions

**1.4.1. By checking yes, vendor agrees to the insurance requirements as detailed in the attached Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sections as detailed below.**

Yes/No response - Mandatory Requirement

- **Yes**
- **No**  
MR missed

[Required Types and Limits of Insurance..\(512321\).pdf](#)

**1. Required Types of Insurance**

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation. In the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

**A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.**

**B. Subcontractors and Independent Contractors.** All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described below in this Exhibit.

**C. Claims Made Basis Insurance Policies.** All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

**D. Risk Retention Groups and Pools.** Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

**E. Minimum Required Policies and Limits.** Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

**F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis.** Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status.

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under a commercial general liability policy.

G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of Insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

H. Workers' Compensation, Jones Act. Workers' Compensation Insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the Insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and Insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation Insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation Insurance claim(s).

I. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an Insurance policy wherein the policy limits are reduced by defense and claim expenses. Such Insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in the Required Types and Limits of Insurance Chart, per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above with "Any Auto". Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

K. Primary and Excess Coverage. Any Insurance required may be provided by primary and excess insurance policies.

## **2. Insurance Requirements**

### **A. General Insurance Requirements:**

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of A- and a Financial category size of VII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of Insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

(3) Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's Insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of Insurance required under the Agreement (including Workers' Compensation, and general liability).

(4) County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

(5) Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original Insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the Insurance

## **ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT – FLORIDA PPE SERVICES, LLC**

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requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with the solicitation section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

(7) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

### **3. Proof of Insurance**

**A.** The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

**B.** The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

**C.** All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

**D.** The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

**E.** The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

- 1.4.2. Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.  
Document upload

- 1.4.3. Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit the attached Hold Harmless Agreement.

Document upload

[Hold Harmless Agreement\(512318\).pdf](#)

### **1.5. Forms**

Group - 12 Questions

#### **1.5.1. Bid Submittal Form**

Please fill out and submit the attached Bid Submittal Form.

Document upload - Mandatory Requirement

[Bid Submittal Form\(512319\).pdf](#)

#### **1.5.2. W-9**

Please attach current W-9 Form.

Document upload - Mandatory Requirement

#### **1.5.3. Florida Department of State, Division of Corporations' Detail by Entity Name Report**

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at [www.sunbiz.org](http://www.sunbiz.org). The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at [www.sunbiz.org](http://www.sunbiz.org) in order to provide services under the resulting Contract.

Document upload - Mandatory Requirement

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**1.5.4. Certification Affidavit by Prime Contractor as Local Business**

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at <https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response - Mandatory Requirement

- Yes
- No  
MR missed

**1.5.5. Certification Affidavit of Subcontractor as Local Business**

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at <https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response - Mandatory Requirement

- Yes
- No  
MR missed

**1.5.6. Business Tax Receipt**

Please attach Business Tax Receipt.

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR.

There are two exceptions to this ITB submission requirement:

1. If Respondent's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, OR
2. If Respondent's business type is exempt, submit with proposal a **Proof of Exemption Form**, approved by the Volusia County Treasury and Billing Director, located at <https://www.volusia.org/core/fileparse.php/6090/urlt/Proof-of-Exemption.pdf>.

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, go to: <http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.shtml>

Document upload

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**1.5.7. Conflict of Interest**

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal 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.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

Yes/No response - Mandatory Requirement

- Yes - triggers
- No

Conditional question when answer is Yes:

**Enter explanation of the conflict of interest as indicated above.**

Open text response - Mandatory Requirement

**1.5.8. Public Entity Crime**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes/No response - Mandatory Requirement

- Yes
- No  
MR missed

**1.5.9. Scrutinized Companies Certification**

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) It has been placed on the Scrutinized Companies That Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

Yes/No response - Mandatory Requirement

- Yes
- No  
MR missed



**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
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**1.5.10. Drug-Free Workplace**

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes/No response - Mandatory Requirement

- Yes
- No  
MR missed

**1.5.11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes', the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes/No response - Mandatory Requirement

- Yes
- No -  
triggers

Conditional question when answer is No:

**Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

Open text response - Mandatory Requirement

**1.5.12. Evidence of Third Party Verification**

Submitter shall attach copies of third party verification (Intertek/UL) for the repair/maintenance of STEDAIR Gold moisture barrier in accordance with NFPA 1851 2020 addition.

Document upload - Mandatory Requirement

**1.6. Additional Information**

Group - 9 Questions

- 1.6.1.** Please confirm that your firm will be able to complete and return the equipment within three (3) business days from time of pick up. Gear repairs and/or modifications shall be returned within ten (10) business days from time of pick up. Warranty repairs from the manufacturer shall be returned within thirty (30) days from the time of pick up (as per Scope of Work 1.2.1.7 Turnaround)

Yes/No response - Mandatory Requirement

- Yes
- No  
MR missed

**1.6.2.**

Do you accept electronic funds transfer (EFT)?

Yes/No response

- Yes
- No

**1.6.3.**

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

Numeric response

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– FLORIDA PPE SERVICES, LLC**

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1.6.4.

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

Open text response

1.6.5.

Please submit your total number of employees.

Numeric response

1.6.6.

Are you a sole proprietor?

Yes/No response

- Yes
- No

1.6.7.

The following information is required in order to be considered for a future price redetermination for fuel.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Numeric response

1.6.8.

Which fuel type does your firm use primarily:

Multiple choice response

- diesel fuel
- gasoline

1.6.9.

The following information is required in order to be considered for a future price redetermination for wages.

Assuming that the 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?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

Numeric response

## 1.7. References

Group - 1 Questions

### 1.7.1. References

List at least three (3) recent references where the proposed product/services has been provided within the past three (3) years. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

Complete and upload the attached References Form. Additional documentation may be provided to aid in evaluation.

Document upload - Mandatory Requirement

[References Form\(512320\).pdf](#)

## 1.8. Definitions

Group - 0 Questions

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**Definitions**

As used in this Bid, the following terms shall have the meanings set forth below.

**Agreement:** Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

**Agreement Administrator:** The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

**Bid:** A Contractor's offer to the County in response to an Invitation to bid (ITB) Issued by a purchasing authority.

**Bidder:** One who submits a response to an invitation to bid (ITB).

**Contractor:** The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

**Contractor's Project Manager:** The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

**County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

**County's Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

**Day:** The word "day" means each calendar day or accumulation of calendar days.

**Director:** The Director of Purchasing and Contracts for the County of Volusia, Florida.

**Master Agreement:** The payment vehicle through which the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

**Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

**Preference:** The method of reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

**Protest:** See process at [www.volusia.org/purchasing](http://www.volusia.org/purchasing).

**Purchase Order:** The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulting awarded ITB the terms of the ITB shall prevail.

**Subcontractor:** A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**REFERENCES**

Agency #1	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #2	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	
Agency #3	
Address	
City, State, ZIP	
Contact Person	
E-mail	Phone:
Date(s) of Service	
Type of Service	
Comments:	

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

Required Types and Limits of Insurance ITB 22-B-119AK

**Figure 1:**

<b>TYPE OF INSURANCE</b>	
<b>WORKERS COMPENSATION</b> <input checked="" type="checkbox"/> Waiver of Subrogation	Florida Statutory Coverage
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> County Additional Insured <input checked="" type="checkbox"/> Waiver of Subrogation	EACH OCCURRENCE      \$ 1,000,000
	GENERAL AGGREGATE      \$ 2,000,000
	Premises-Operations      \$ 1,000,000
	Products & Completed Ops      \$1,000,000
	Personal & Adv Inj.      \$1,000,000
	Fire Damage      \$
	Fire Damage      \$
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Any Auto	Combined Single Limit      \$ 500,000
	Bodily Injury (Per person)      \$
	Bodily Injury (Per accident)      \$
	Property Damage (Per Accident)      \$
<i>Note: If contractor does not own any vehicles, Contractor shall have coverage symbol 8 (Hired Autos) and coverage symbol 9 (Non-Owned Autos).</i>	
<b>CANCELLATION:</b> Thirty (30) days written notice of cancellation is required to the Certificate Holder:	
<b>Certificate Holder:</b>  County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720  ATTN: <u>Andrew G. Kokitus, NIGP-CPP</u>	



**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**2. Pricing Sheet**

4 (1 Mandatory Requirement)



**2.1. Price**

Price - Mandatory Requirement

**Prices shall include pick-up and delivery.**

**2.2. Pricing List. Pricing in this tab will be used for bid evaluation.**

Product list - 3 rows

Additional Services/Products Pricing (Section 2.3) Prices on this tab shall stay consistent throughout the term of the agreement (subject to Price Determination (see section 1.1 Terms and Conditions, 1.1.1 Special Conditions, D Price Redeterminations)). Prices on this tab will not be used for evaluation purposes.

**2.3. Additional Services/Products Pricing.**

Product list - 17 rows

**2.4. On a separate sheet of paper, please upload any additional costs for optional services and products not already identified in this ITB. These prices will not be used for evaluation purposes, but will be part of the agreement. Prices shall stay consistent throughout the term of the agreement (subject to Price Determination (see section 1.1 Terms and Conditions, 1.1.1 Special Conditions, D Price Redeterminations)).**

Document upload

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
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Description	Quantity
Heavy-duty cleaning of PPE pants (heavy contaminants, oil, tar, etc.)	1
Heavy-duty cleaning of PPE coats (heavy contaminants, oil, tar, etc.)	1
Heavy-duty cleaning of PPE boots (heavy contaminants, oil, tar, etc.)	1
Specialized cleaning of PPE pants (biohazard)	1
Specialized cleaning of PPE coats (biohazard)	1
Specialized cleaning of PPE boots (biohazard)	1
Replacement of reflective trim on coat sleeve only	1
Replacement of reflective trim on coat	1
Replacement of reflective trim on pant leg	1
Seam re-stitching	1
Replacement of rivets and caps	1
Repair of cuffs including replacement of trim	1
Replacement of Velcro® on jacket closure	1
Name panel (personalized) with Velcro® backing (see section 1.4)	1
Velcro® attachment on PPE for name panel	1
Knee pad replacement	1
Fabric patch and stitching	1
	17

[illegible]

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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Description	Quantity
Advanced cleaning and inspection of PPE coat (per cleaning)	300
Advanced cleaning and inspection of PPE pants (per cleaning)	300
Advanced cleaning and inspection of PPE boots (per cleaning)	300
	900

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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Price per unit	Total	
	\$0.00	\$0.00
	\$0.00	\$0.00
	\$0.00	\$0.00
		\$0.00

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
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**Published questions and answers**



Sub-Item:

**T9040 22-B-119AK: Cleaning, Repair, and Inspection of Personal Protective Equipment**

#  
**1**

Reference  
**2.2.**

Published date  
**Nov 15, 2022 (Tue), 1:39 PM**

Question

Can we provide pricing by type of reflective trim? We have different levels of pricing depending on the type of reflective trim.

Answer

The pricing has been revised. Please upload any additional pricing in the pricing section. This section will not be used for bid evaluation purposes.

#  
**2**

Reference  
**2.2.**

Published date  
**Nov 15, 2022 (Tue), 1:40 PM**

Question

On the line item "replacement of reflective trim on coat" are we to assume this is the entire coat?

Answer

Yes.

#  
**3**

Reference  
**2.2.**

Published date  
**Nov 15, 2022 (Tue), 1:40 PM**

Question

On the price for the line item "Replace Knee Pad" can we provide pricing based on material? We have different levels of pricing depending on the knee reinforcement material.

Answer

The pricing section has been revised. Please provide any additional pricing on a separate sheet of pricing and upload in the pricing section. Pricing in this section will not be used for bid evaluation purposes.

#  
**4**

Reference  
**2.2.**

Published date  
**Nov 15, 2022 (Tue), 1:41 PM**

Question

On the price line item for "fabric patch and stitching" can we provide pricing based on three different sizes? And are we to assume that this is only for the outer shell and not the moisture barrier or thermal liner?

Answer

Yes, you may provide pricing on three different sizes. Additionally provide pricing on stitching/patching on thermal barrier and moisture barrier where applicable.

Please provide this pricing on a separate sheet of paper and upload in the pricing section. Pricing in this section will not be used for bid evaluation purposes.

#  
**5**

Reference  
**2.2.**

Published date  
**Nov 15, 2022 (Tue), 1:41 PM**

Question

Please provide all PPE materials utilized by Volusia County

Outer shell material(s)

Moisture barrier material(s)

Thermal barrier material(s)

Make & model of reflective trim(s)

Answer

Moisture Barrier: Stedair Gold

Thermal Barrier: Glide Ice

Outer Shell: Agility light Gold

Published questions and answers T9040 exported on Jan 30, 2023 (Mon), 1:38 PM

1/2

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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#	Reference	Published date
6	1.1.1.	Nov 15, 2022 (Tue), 1:42 PM
<b>Question</b> 1.1.1 D. 2.3 requires the bidder to provide three (3) references that are the same or similar magnitude of this ITB. How will Volusia County verify the information provided? Will a bidder be considered unresponsive if they're unable to provide or validate all three (3) same or similar magnitude?		
<b>Answer</b> The County sends verification letters (e-mails) to the references verifying the information. A vendor may be deemed non-responsive if the references do not meet the listed requirements in section 1.1.1 Special Conditions D 2.3.		
#	Reference	Published date
7	1.1.3.	Nov 15, 2022 (Tue), 1:44 PM
<b>Question</b> If bidder has two (2) facilities in the state of Florida, will bidder receive credit for each facility?		
<b>Answer</b> No.		
#	Reference	Published date
8	2.2.	Nov 15, 2022 (Tue), 1:44 PM
<b>Question</b> Row number 19 on T9040_Pricing List.xlsx states: "Name panel (personalized) with Velcro® backing (see section 1.4)" however section 1.4 references insurance requirements. Please clarify.		
<b>Answer</b> Please disregard the wording "see section 1.4"		
#	Reference	Published date
9	1.2.1.	Nov 15, 2022 (Tue), 1:44 PM
<b>Question</b> Please provide all PPE manufactures utilized by Volusia County.		
<b>Answer</b> Structural Turnout Gear: Globe Dual Compliance: PGI		

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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Solicitation

**T9040 22-B-119AK: Cleaning, Repair, and Inspection of Personal Protective Equipment**

T9040 exported on Jan 30, 2023 (Mon), 1:38 PM

1/1



**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**1. ITB Documents**

32 (21 Mandatory Requirement) - 32/32



**1.1. Terms and Conditions**

Group - 5 Questions - 5/5

**1.1.1. Special Conditions**

**A. Bid Closing Date**

Bids must be received through the Merrell platform before the posted close date/time. Bids received after this time will not be considered.

**B. Pre-bid Conference**

1. A pre-bid conference will not be held.

**C. Authorized Official**

The bid submission and all required forms must be submitted/signed by an official authorized to legally bind the Bidder to all Bid provisions. A Memorandum of Authority may be submitted, to document that the individual is authorized to commit the firm to a contract.

**D. Definition of Responsive and Responsible for this Bid**

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. Proper submittal of ALL documentation as required by this Bid. (Responsive)

2. The greatest benefits to Volusia County as it pertains to: (Responsible)

2.1. Total Cost;

2.2. Pick-up and delivery including turnaround time as described in section 1.2.1.7;

2.3. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;

2.4. All technical specifications associated with this Bid;

2.5. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

2.6. Awarded Vendor shall carry a 3rd party verification (Intertek/UL) for the repair/maintenance of STEDAIR Gold moisture barrier in accordance with NFPA 1851 2020 addition.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

**E. Local Preference Availability**

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

**F. Payment Terms**

1. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.

2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - not 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

By submitting a Bid (offer) to the County of Volusia, Florida, the Contractor expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Contractor to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

**G. Award Term.** The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

**H. Price Redeterminations**

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages and fuel. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

Questionnaire19040 - Exported for 19076 - Exported on Jun 30, 2023 (A.M.) 1:38 PM

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**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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1. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages and fuel. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

2. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to installation, maintenance, and repair occupations under the Occupation heading. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.

3. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation Insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

3.1. *Example:* Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

3.2. If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.

4. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU067303," as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.

5. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

5.1. *Example:* Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI	=	.....	\$200.50
Base index PPI	=	.....	- \$179.20
PPI increase dollars	=	.....	\$21.30
PPI increase percentage (\$21.30 ÷ \$179.20 = .1189).....11.9%			
Unit cost of the service is.....			\$100.00
30% of \$100.00 is directly attributed to the redetermination category....			\$30.00
\$30.00 × 11.9%	=	.....	\$3.57
New unit price for the product/service is (\$100 + \$3.57).....			\$103.57

6. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

**I. Termination**

1. County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.

2. Contractor may terminate this Agreement upon at least one hundred eighty (180) days prior written notice to County.

3. Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:

3.1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;

3.2. Inform County of the extent to which performance is completed;

3.3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Services under the Agreement as is not terminated and with the prior approval of the County; and,

3.4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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the Contractor under the orders and subcontracts so terminated.

4. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.

5. With the approval of the County and to the extent required by the County, the Contractor shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.

6. If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

7. The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.

8. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

**J. New Material**

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

**K. Damages**

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

**By checking yes, the vendor agrees to the special conditions as contained in this section.**

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

**FLORIDA PPE SERVICES:**

- Yes

**11.2. Compliance with E-Verify Federal Requirements**

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

**By checking yes, the vendor agrees to comply with the E-verify requirements as described in this section.**

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

**FLORIDA PPE SERVICES:**

- Yes

**11.3. General Terms and Conditions**

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– FLORIDA PPE SERVICES, LLC**

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**A. Submission of Offers:** All offers shall be submitted through the Mercoli Source-to-Contract platform. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received after the specified date and time will not be considered. Responses shall be submitted on forms and systems as directed by the County. Additional information may be submitted with the response. No offer may be modified after acceptance.

**B. Bidder's Responsibility:** The Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands the ITB in its entirety and that the Bid is made in accordance therewith;
2. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
3. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and,
4. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

**C. Execution of Offer:** Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder or asking a question of the Bidder shall be completed.

**D. Opening:** Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to [www.volusia.org/purchasing](http://www.volusia.org/purchasing) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Bid openings and Public meetings may be attended either in person or remotely. Bid openings may be accessed remotely by the use of the following link:

Join from your computer, tablet or smartphone.

<https://www.gotomeet.me/VolusiaCountyPurchasing>

You can also dial in using your phone.

United States: +1 (646) 749-3112

Access Code: 467-297-821, OR attend in person in the Purchasing Conference Room located at 123 W. Indiana Ave., Room 302. Masks will be strongly encouraged and available if space does not allow for social distancing.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at [www.volusia.org/core/fileparse.php/4175/url1/ADANotice.pdf](http://www.volusia.org/core/fileparse.php/4175/url1/ADANotice.pdf). Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

**E. Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, [purchasing@volusia.org](mailto:purchasing@volusia.org), by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.**

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

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that

## **ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT – FLORIDA PPE SERVICES, LLC**

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are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

**F. Clarification/Correction of Entry/Minor Irregularities:** The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES. The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

### **G. Revisions, Addenda, Questions & Answers:**

1. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's official online procurement platform Merrell Source-to-Contract is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this ITB shall be directed through the question and answer functionality of Merrell Source-to-Contract.
2. If it becomes necessary for the County to revise or clarify any part of this ITB the solicitation will be updated on the Merrell platform by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the Merrell web site for any posted answers, and/or solicitation changes at <https://app.merrellsource.com/today>. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this ITB before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.
3. Each answer issued by the County shall become a material part of this solicitation. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.
4. Questions and exceptions shall be submitted by the question and answer deadline. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

**H. Incurred Expenses:** This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

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

**J. Local Preference:** The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting, a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

**K. Pricing:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days from the date of bid opening prior to award; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

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**L. Unusual Costs:** The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

**M. Additional Terms & Conditions:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the ITB specifications.

**N. Taxes:** County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing). After accessing the foregoing website, select, "Doing Business With Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

**O. Payment Terms:** Unless otherwise stated in the Special Conditions, the County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74

**P. Discounts:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement

**Q. Meets/Minimum Specifications:** The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services. The Bidder represents that all offers to this ITB shall meet or exceed the minimum requirements specified.

**R. Brand Name or Equal:** If items requested by this ITB have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To ensure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

**S. Samples:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

**T. Silence of Specifications:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

**U. Change In Scope of Work/Service:**

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.

2. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

**V. Governing Laws/Venue:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and

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attorney's fees relating to any dispute arising under this Agreement.

**W. Assignment:** Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

**X. Content of Invitation/Response:** The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of these "General Terms and Conditions."

**Y. Disclosure of Bid Content:** All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

**Z. Limitation of Liability/Indemnification:** The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.

In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

**AA. Infringement Claim:** For all licensed software or derivative works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

**BB. Sovereign Immunity:** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**CC. Patents, Copyright, and Royalties:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

**DD. Use of County Logo:** The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

**EE. Training:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this ITB.

**FF. Acceptance:** Products purchased as a result of this ITB may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

**GG. Safety Warranty:** Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

**HH. Safety:** The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall

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indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

**II. Warranty:** The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this ITB and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the ITB/offer.

**JJ. Award:** The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest/most responsive and responsible Bid(s), as defined in the solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

**KK. Other Agencies:** All Contractors awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

**LL. FOB Destination:** The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

**MM. Special Conditions:** County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

**NN. Licenses, Certificates, and Permits:**

1. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at [www.sunbiz.org](http://www.sunbiz.org), AND;
2. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at [www.sunbiz.org](http://www.sunbiz.org) in order to provide services under the resulting Agreement.
3. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
4. At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

**OO. Records & Right to Audit:** County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

**PP. Claim Notice:** The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida  
Human Resources/Risk Management Division  
Address: 125 W. New York Avenue, Suite 141  
DeLand, Florida 32720  
Telephone: 386-736-5963  
Fax: 386-822-5006

**QQ. Waiver of Claims:** Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.



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**RR. Compliance with Laws and Regulations:** The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

**SS. For Internet/Web Services:** For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

**TT. Scrutinized Companies-FL Statute Section 287.135 and 215.473:** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**UU. Modifications Due to Public Welfare or Change in Law:** The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

**VV. Right to Require Performance:**

1. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
2. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

**WW. Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

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3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

**XX. Contractor's Personnel:** During the performance of the Agreement, the Contractor agrees to the following:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;
5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
6. The Contractor shall include the provisions of the foregoing paragraphs 1, 2, 3, 4, and 5, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;
7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and
9. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

**YY. County/Contractor Relationship:**

1. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law, shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.
2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.
4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

**ZZ. Disqualification of Bidders:** One (1) Bid: Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected. Collusion among Bidders: If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

**AAA. Debarment: Purpose and Intent.** The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to DEBARMENT may be found at <https://www.volusia.org/core/fileparse.php/5836/url/Debarment-Policy-final-3-27-17.pdf>

**BBB.** For purposes of this ITB and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

**CCC. Dispute Resolution:**

1. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution.

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The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.

**2. Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

**3. Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below.

- 3.1. County Work Days: 10 Contractor's Representative: Contractor's Project Manager  
County Representative: County's Project Manager
- 3.2. County Work Days: 10 Contractor's Representative: Contractor's Sr. Vice President of Sales  
County Representative: Director of Purchasing and Contracts
- 3.3. County Work Days: 20 Contractor's Representative: Contractor's COO or President  
County Representative: Deputy County Manager

**4. Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

**5. Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

By checking yes, the Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

**FLORIDA PPE SERVICES:**

- Yes

## ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT – FLORIDA PPE SERVICES, LLC

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### 1.1.4. Content of Invitation/Response:

The contents of this ITB, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this invitation to bid shall supersede the requirements as specified in the *General Terms and Conditions* section of this solicitation.

#### Submission of Offers

The County of Volusia is requesting written bids for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a bid to provide this service and/or product(s), please provide the requested information in this ITB, complete the included forms, and submit these documents via your response through Merrell Source-to-Contract by the date and time posted. Bids received after the posted date and time may not be considered. Bids shall be submitted through the County of Volusia online solicitation system, Merrell, at <https://app.negometrix.com/today>.

Do not submit confidential information, proprietary information and/or trade secrets.

By checking yes, the vendor acknowledges the information provided above regarding offer submission.

Yes/No response - Mandatory Requirement

- Yes
- No  
MR missed

#### FLORIDA PPE SERVICES:

- Yes

### 1.1.5. Authorized Signatory

Vendor acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Complete Name and Title below, which shall indicate acknowledgment. (Click Fill Out)

Open text response - Mandatory Requirement

#### FLORIDA PPE SERVICES:

Tonya Herbert, President/Owner

## 1.2. Scope of Work

Group - 1 Questions - 1/1

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**1.2.1 A. Scope of Work**

- 1. SCOPE OF WORK** Volusia County Fire Services currently has three hundred (300+) sets of gear that are in service and would need to be, at a minimum, each advanced cleaned and inspected one (1) time per year in accordance with National Fire Protection Association (NFPA) standards. All other services shall be on an as needed basis. This is in no way a guarantee of any future expenditure.
- 2. Personal Protective Equipment (PPE) Cleaning, Repairs, Inspection and Certification**
  - 2.1. Services shall meet current NFPA 1851 and applicable NFPA 1971 standards. Awarded Vendor shall have manufacturers' certification, including, but not limited to: Honeywell First Responder Products as well as third party repair facility verification. Service shall also include the decontamination of bunker gear, PPE and/or uniforms from combustion by-products, biological, chemical, and other contaminants in accordance with federal, state, and local guidelines. Awarded Vendor shall carry a 3rd party verification (Intertek/UL) for the repair/maintenance of STEDAIR Gold moisture barrier in accordance with NFPA 1851 2020 addition.
- 3. Pickup and Delivery**
  - 3.1. Upon notification all items shall be picked up and returned to each individual fire station. The current locations of each fire station are attached separately (see exhibit A). These sites may be subject to change but shall remain in Volusia County. Pickup and delivery shall be included in vendor's pricing.
- 4. Additional Services**
  - 4.1. Modifications, alterations, repairs, and improvements to the PPE shall also be required to include, but not be limited to: repair of small tears, holes, abrasion/burn areas, fastener/closures, the creation and addition of name panels with Velcro® backing and name panel holder Velcro® replacement to the pants or coats.
- 5. Name Panels**
  - 5.1. Name panels shall be constructed of the coat material and sized four inches by sixteen inches (4" x 16"). Each name panel shall have the first initial and last name of the firefighter in reflective lettering to match the coat. Velcro® hook and pile (loop) attachment material shall be on the back of the name panel and another same size holder piece on the lower back tail of the coat. This will allow the firefighters to be able to use their name panel on another coat as needed.
- 6. Documentation**
  - 6.1. Documentation of all repairs, cleaning, inspection, and certification are required under NFPA 1851 and shall be compatible with the Honeywell First Responder Products - Advanced Protective Tracking (APT) application for upload and tracking.
- 7. Turn-around Time**
  - 7.1. Advanced cleaning, advanced inspection, liner inspection, heavy-duty cleaning, and specialized cleaning shall be completed and returned within three (3) business days from time of pick up. Gear repairs and/or modifications shall be returned within ten (10) business days from time of pick up. Warranty repairs from the manufacturer shall be returned within thirty (30) days from the time of pick up.
- 8. Pricing**
  - 8.1. All pricing shall include the pickup and delivery of PPE.

By checking yes, vendor acknowledges the above Scope of Work and will furnish said product or services according to the scope of work detailed within this ITB if awarded.

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

**FLORIDA PPE SERVICES:**

- Yes

**1.3. Revisions/ Addenda/ Questions & Answers**

Group - 1 Questions - 1/1

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**1.3.1 REVISIONS | ADDENDA | QUESTIONS & ANSWERS**

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By selecting **YES** below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

To review all the published questions and answers, click on the Question and Answer Tab on the left hand side of the screen.

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

**FLORIDA PPE SERVICES:**

- Yes

**1.4. Insurance Requirements**

Group - 3 Questions - 3/3

**1.4.1. By checking yes, vendor agrees to the Insurance requirements as detailed in the attached Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sections as detailed below.**

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

**FLORIDA PPE SERVICES:**

- Yes

**1. Required Types of Insurance**

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

**A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.**

**B. Subcontractors and Independent Contractors.** All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described below in this Exhibit.

**C. Claims Made Basis Insurance Policies.** All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement

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coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

**D. Risk Retention Groups and Pools.** Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

**E. Minimum Required Policies and Limits.** Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

**F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis.** Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

**G.** If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

**H. Workers' Compensation, Jones Act.** Workers' Compensation Insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the Insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation Insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

**I. Commercial General Liability Insurance.** The Contractor shall acquire and maintain Commercial General Liability Insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an Insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

**J. Motor Vehicle Liability.** The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in the Required Types and Limits of Insurance Chart, per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The

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– FLORIDA PPE SERVICES, LLC**

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County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

**K. Primary and Excess Coverage.** Any insurance required may be provided by primary and excess insurance policies.

**2. Insurance Requirements**

**A. General Insurance Requirements:**

(1) All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

(2) Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

(3) **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

(4) **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.

(5) **Cancellation Notices.** During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.

(6) **Deductibles.** Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with the solicitation section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

(7) Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

**3. Proof of Insurance**

**A.** The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

**B.** The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.

**C.** All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

**D.** The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the



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Insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

**E.** The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

- 1.4.2. Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response.

Document upload

**FLORIDA PPE SERVICES:**

[COI\\_FL\\_PPE\(525989\).pdf](#)

- 1.4.3. Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit the attached Hold Harmless Agreement.

Document upload

**FLORIDA PPE SERVICES:**

[Hold Harmless Agreement\\_FL\\_PPE\(525986\).pdf](#)

## **1.5. Forms**

Group - 12 Questions - 12/12

### **1.5.1. Bid Submittal Form**

Please fill out and submit the attached Bid Submittal Form.

Document upload - Mandatory Requirement

**FLORIDA PPE SERVICES:**

[Bid\\_Submittal\\_Form\(512319\)\\_FL\\_PPE\(525987\).pdf](#)

### **1.5.2. W-9**

Please attach current W-9 Form.

Document upload - Mandatory Requirement

**FLORIDA PPE SERVICES:**

[Florida\\_PPE\\_W9\\_Signed\(525988\).pdf](#)

### **1.5.3. Florida Department of State, Division of Corporations' Detail by Entity Name Report**

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at [www.sunbiz.org](http://www.sunbiz.org).

The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at [www.sunbiz.org](http://www.sunbiz.org) in order to provide services under the resulting Contract.

Document upload - Mandatory Requirement

**FLORIDA PPE SERVICES:**

[Florida\\_PPE\\_Services\\_Certificate\\_of\\_...\(525990\).pdf](#)

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**1.5.4. Certification Affidavit by Prime Contractor as Local Business**

Vendor acknowledges that, as the respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at <https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response - Mandatory Requirement

- Yes
- No  
MR missed

**FLORIDA PPE SERVICES:**

- Yes

**1.5.5. Certification Affidavit of Subcontractor as Local Business**

The respondent certifies to the best of its knowledge and belief, that any subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence in the form of a business tax receipt from a local jurisdiction per Volusia County local preference ordinance found at <https://www.volusia.org/core/fileparse.php/4537/urlt/Local-Preference-from-MuniCode.pdf>

By selecting 'Yes', I acknowledge the subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. I further understand that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

Yes/No response - Mandatory Requirement

- Yes
- No  
MR missed

**FLORIDA PPE SERVICES:**

- Yes

**1.5.6. Business Tax Receipt**

Please attach **Business Tax Receipt**.

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR.

There are two exceptions to this ITB submission requirement:

1. If Respondent's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, **OR**
2. If Respondent's business type is exempt, submit with proposal a **Proof of Exemption Form**, approved by the Volusia County Treasury and Billing Director, located at <https://www.volusia.org/core/fileparse.php/6090/urlt/Proof-of-Exemption.pdf>.

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, go to: <http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.shtml>

Document upload

**FLORIDA PPE SERVICES:**

[2023 BTR Florida PPE Services\(525991\).pdf](#)

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**1.5.7. Conflict of Interest**

The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal 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.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

Yes/No response - Mandatory Requirement

- Yes - triggers
- No

**FLORIDA PPE SERVICES:**

- No  
MR missed

**1.5.8 Public Entity Crime**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes/No response - Mandatory Requirement

- Yes
- No  
MR missed

**FLORIDA PPE SERVICES:**

- Yes

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**1.5.9 Scrutinized Companies Certification**

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are 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 s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies That Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.'

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

**FLORIDA PPE SERVICES:**

- Yes

**1.5.10 Drug-Free Workplace**

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

Yes/No response - Mandatory Requirement

- Yes
- No
- MR missed

**FLORIDA PPE SERVICES:**

- Yes

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**1.5.11. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes', the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes/No response - Mandatory Requirement

- Yes
- No - triggers

**FLORIDA PPE SERVICES:**

- Yes

**1.5.12. Evidence of Third Party Verification**

Submitter shall attach copies of third party verification (Intertek/UL) for the repair/maintenance of STEDAIR Gold moisture barrier in accordance with NFPA 1851 2020 addition.

Document upload - Mandatory Requirement

**FLORIDA PPE SERVICES:**

[FL\\_PPE Intertek Verification Certifi..\(625992\).pdf](#)

**1.6. Additional Information**

Group - 9 Questions - 9/9

- 1.6.1. Please confirm that your firm will be able to complete and return the equipment within three (3) business days from time of pick up. Gear repairs and/or modifications shall be returned within ten (10) business days from time of pick up. Warranty repairs from the manufacturer shall be returned within thirty (30) days from the time of pick up (as per Scope of Work 1.2.1.7 Turnaround)

Yes/No response - Mandatory Requirement

- Yes
- No  
MR missed

**FLORIDA PPE SERVICES:**

- Yes

**1.6.2.**

Do you accept electronic funds transfer (EFT)?

Yes/No response

- Yes
- No

**FLORIDA PPE SERVICES:**

- Yes

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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1.6.3 If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?  
Numeric response

FLORIDA PPE SERVICES:  
0

1.6.4 Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)  
Open text response

FLORIDA PPE SERVICES:  
NO

1.6.5 Please submit your total number of employees.  
Numeric response

FLORIDA PPE SERVICES:  
5

1.6.6 Are you a sole proprietor?  
Yes/No response

- Yes
- No

FLORIDA PPE SERVICES:  
• No

1.6.7 The following information is required in order to be considered for a future price redetermination for **fuel**.  
Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?  
The total for all of the pricing redetermination percentages in these sections shall not exceed 100.  
Complete percentage amount below:  
Numeric response

FLORIDA PPE SERVICES:  
5

1.6.8 Which fuel type does your firm use primarily:  
Multiple choice response

- diesel fuel
- gasoline

FLORIDA PPE SERVICES:  
• gasoline

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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1.6.9 The following information is required in order to be considered for a future price redetermination for wages.

Assuming that the 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?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below.

Numeric response

**FLORIDA PPE SERVICES:**

45

## 1.7. References

Group - 1 Questions - 1/1

### 1.7.1. References

List at least three (3) recent references where the proposed product/services has been provided within the past three (3) years. Unless specifically asked by the County, the County of Volusia shall not be listed as a reference.

Complete and upload the attached References Form. Additional documentation may be provided to aid in evaluation.

Document upload - Mandatory Requirement

**FLORIDA PPE SERVICES:**

[References Form\\_FL\\_PPE\(525993\).pdf](#)

## 1.8. Definitions

Group - 0 Questions - 0/0

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**Definitions**

As used in this Bid, the following terms shall have the meanings set forth below:

**Agreement:** Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

**Agreement Administrator:** The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

**Bid:** A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

**Bidder:** One who submits a response to an invitation to bid (ITB).

**Contractor:** The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

**Contractor's Project Manager:** The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

**County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

**County's Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

**Day:** The word "day" means each calendar day or accumulation of calendar days.

**Director:** The Director of Purchasing and Contracts for the County of Volusia, Florida.

**Master Agreement:** The payment vehicle through which the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

**Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

**Preference:** The method of reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

**Protest:** See process at [www.volusia.org/purchasing](http://www.volusia.org/purchasing).

**Purchase Order:** The County's written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the resulted awarded ITB the terms of the ITB shall prevail.

**Subcontractor:** A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.





ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC

CITY OF ALTAMONTE SPRINGS  
225 NEWBURYPORT AVENUE  
ALTAMONTE SPRINGS, FLORIDA 32701-3697  
407-571-8116

FLORIDA PPE SERVICES  
970 SUNSHINE LN, J  
ALTAMONTE SPRINGS, FL 32714

**DO NOT PAY - THIS IS NOT A BILL**  
**Below Certificate must be displayed at Business Location**

	<b>CITY OF ALTAMONTE SPRINGS</b> 225 NEWBURYPORT AVENUE ALTAMONTE SPRINGS, FLORIDA 32701-3697 407-571-8116	<b>Fiscal Year</b> 2022-2023
<b>BUSINESS TAX RECEIPT</b>		
<b>Business Number:</b>	002130-2020	<b>Expires:</b> September 30, 2023
<b>Business Name:</b>	FLORIDA PPE SERVICES	
<b>Business Address:</b>	970 SUNSHINE LN, J ALTAMONTE SPRINGS, FL 32714	
<b>RECEIPT NO.</b>	<b>CLASS DESCRIPTION</b>	<b>FEE</b>
BTR-009243-2023	Linen, towel supply and uniform service, etc	\$120.75
BTR-009243-2023	Merchant	\$178.50
BTR-009243-2023	Seminole County – Unregulated	\$25.00
BTR-009243-2023	Service and/or Repair - Classes/Workshops/Instruction	\$90.30
<b>TOTAL BUSINESS TAX PAID:</b>		<b>\$414.55</b>
<b>Restrictions:</b> None		
 City Clerk		

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**BID SUBMITTAL FORM**

The undersigned hereby declare(s) that [firm name] Florida PPE Services LLC  
has carefully examined the specifications to furnish the products and/or services detailed in the  
technical specifications or scope of work and will furnish said product or services according to  
the specifications or scope of work detailed within this ITB.

I hereby certify that I have read and understand the requirements of this Invitation to Bid and that  
I, as the proposer, will comply with all requirements, and that I am duly authorized to execute  
this proposal/offer document and any contract(s) and/or other transactions required by award of  
this ITB.

Vendor hereby acknowledges that the submittal has been approved by an authorized signatory  
with the firm who is authorized to execute contracts/agreements with the County of Volusia.  
Vendor further agrees that by submitting the proposal electronically, the authorized signatory  
does thereby accept and acknowledge use as an official record with Volusia County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required  
Types of Insurance*, upon notification of recommendation of award.

---

The vendor acknowledges that information provided in this bid is true and correct:

\* Tonya Herbert

Signature / Authorized Signatory

Tonya Herbert

Printed Name

President

Title

11.04.22

Date

Florida PPE Services LLC

Company Name

970 Sunshine Lane, Units J/K; Altamonte Springs, FL 32714

Full Address

407-821-3999

n/a

Tonya@FloridaPPEservices.com

Telephone

Fax

E-mail Address

010912865

85-2167831

Dun & Bradstreet #

Federal I.D. #

ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
- FLORIDA PPE SERVICES, LLC



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Sihle Insurance Group Inc. 1021 Douglas Ave. Altamonte Springs FL 32714		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 407-869-0962 FAX (A/C, No): 407-774-0936 E-MAIL ADDRESS: info@sihle.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
<b>INSURED</b> Florida PPE Services LLC 970 Sunshine Lane #J/K Altamonte Springs FL 32714		INSURER A : Ohio Security Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: 159951997 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROL JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		BZS62038917	9/23/2022	9/23/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BZS62038917	9/23/2022	9/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	XWS62038917	9/23/2022	9/23/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

County of Volusia Purchasing & Contracts Division 123 W. Indiana Ave., Room 302 Deland FL 32720	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

ACORD 25 (2016/03)

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ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC

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On the basis of the tests undertaken, the samples of the below product have been found to comply with the requirements of the referenced specification at the time the tests were carried out. This verification is part of the full test report and should be read in conjunction with it.

Applicant Name & Address:	Florida PPE Services, Inc. 970 Sunshine Lane, Units J/K Altamonte Springs, FL 32714
Advanced Inspection:	Verified
Advanced Cleaning:	Verified for: <ul style="list-style-type: none"><li>• Heavy Metals</li><li>• Semi-volatile Organic Compounds</li><li>• Biological Sanitization Effectiveness</li></ul>
Repair Category Tested:	Outer Shell Thermal Liner WL Gore Crosstech Black Type 2F Moisture Barrier w/ WL Gore 10880780/10880782 Repair Tape WL Gore RT7100 Type 3D Moisture Barrier w/ WL Gore 10880780/10880782 Repair Tape Stedfast Stedair 4000 Moisture Barrier w/ Stedfast Air 3000 TX1912-NA-B Repair Tape Stedfast Stedair Gold Moisture Barrier w/ Stedfast Air 3000 TX1912-NA-B Repair Tape
Standard:	NFPA 1851 Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, 2020 Edition, Chapter 11
Verification Issuing Office Name & Address:	Intertek 3933 US Route 11 Cortland, NY 13045
Date of Tests:	November 11, 2020 – October 17, 2022
Test Report Number(s):	104471097CRT-001
Verification Effective Date:	June 16, 2021 – June 16, 2023

*Ann Overbaugh*

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Signature

Name: Ann Overbaugh  
Position: Program Coordinator  
Date: 16-June-2021  
Revised: 17-Oct-2022

## *State of Florida Department of State*

I certify from the records of this office that FLORIDA PPE SERVICES, LLC is a limited liability company organized under the laws of the State of Florida, filed on July 16, 2020.

The document number of this limited liability company is L20000206950.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on May 2, 2022, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Second day of May, 2022*



*Randy R.*  
**Secretary of State**

Tracking Number: 1580432365CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
- FLORIDA PPE SERVICES, LLC

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>																																																						
<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Florida PPE Services, LLC</b>																																																								
<b>2</b> Business name/disregarded entity name, if different from above																																																								
Print or type. See Specific Instructions on page 3.	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																																							
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate																																																							
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>																																																							
	<input type="checkbox"/> Other (see instructions) ▶ _____																																																							
<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>																																																								
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>970 Sunshine Lane, Units J/K</b>		Requester's name and address (optional)																																																						
<b>6</b> City, state, and ZIP code <b>Altamonte Springs, FL 32714</b>																																																								
<b>7</b> List account number(s) here (optional)																																																								
<b>Part I Taxpayer Identification Number (TIN)</b>																																																								
<p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>																																																								
		<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td></tr><tr><td colspan="9" style="text-align: center;">or</td></tr><tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25%;">8</td><td style="width: 25%;">5</td><td style="width: 25%;">-</td><td style="width: 25%;">2</td><td style="width: 25%;">1</td><td style="width: 25%;">6</td><td style="width: 25%;">7</td><td style="width: 25%;">8</td><td style="width: 25%;">3</td></tr><tr><td colspan="9"></td></tr></table>	Social security number																		or									Employer identification number									8	5	-	2	1	6	7	8	3									
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8	5	-	2	1	6	7	8	3																																																
<b>Part II Certification</b>																																																								
<p>Under penalties of perjury, I certify that:</p> <p>1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and</p> <p>2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and</p> <p>3. I am a U.S. citizen or other U.S. person (defined below); and</p> <p>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p> <p><b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>																																																								
<b>Sign Here</b>	Signature of U.S. person ▶ <i>Longen Herbert</i>	Date ▶ 01.31.22																																																						
<b>General Instructions</b>																																																								
<p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a>.</p> <p><b>Purpose of Form</b></p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.</p> <ul style="list-style-type: none"><li>• Form 1099-INT (interest earned or paid)</li><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</p>																																																								
Cat. No. 10231X		Form <b>W-9</b> (Rev. 10-2018)																																																						

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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

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**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: TIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
<input type="checkbox"/> Corporation	Corporation
<input type="checkbox"/> Individual <input type="checkbox"/> Sole proprietorship, or <input type="checkbox"/> Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
<input type="checkbox"/> LLC treated as a partnership for U.S. federal tax purposes, <input type="checkbox"/> LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or <input type="checkbox"/> LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
<input type="checkbox"/> Partnership	Partnership
<input type="checkbox"/> Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

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**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>1</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@ftc.gov](mailto:spam@ftc.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identitytheft](http://www.irs.gov/identitytheft) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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– FLORIDA PPE SERVICES, LLC**

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**NOT APPLICABLE - NO EXEMPTION FOR WORKERS COMPENSATION**

**HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_, (*print owner's name*), am the owner of \_\_\_\_\_ (*print company name*), an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the Contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On \_\_\_\_\_, 20\_\_\_\_, the County of Volusia and I or (*the above-named business*) entered into a Contract for \_\_\_\_\_ (*please insert name of Contract*) (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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*Owner:* \_\_\_\_\_ *(print name)*  
*(signature)* \_\_\_\_\_  
*Employee 1:* \_\_\_\_\_ *(print name)*  
*(signature)* \_\_\_\_\_  
*Employee 2:* \_\_\_\_\_ *(print name)*  
*(signature)* \_\_\_\_\_  
*Employee 3:* \_\_\_\_\_ *(print name)*  
*(signature)* \_\_\_\_\_

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*STATE OF* \_\_\_\_\_  
*COUNTY OF* \_\_\_\_\_

*Sworn to and subscribed before me this* \_\_\_\_\_ *day of* \_\_\_\_\_, 20\_\_\_\_, *by*  
\_\_\_\_\_, *who is/are personally known to me or*  
*who has/have produced* \_\_\_\_\_ *as identification.*

\_\_\_\_\_  
*NOTARY PUBLIC – STATE OF* \_\_\_\_\_  
*Type or print name:* \_\_\_\_\_

\_\_\_\_\_  
*Commission No.:* \_\_\_\_\_  
*Commission Expires:* \_\_\_\_\_

*(Seal)*

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

Agency #1	St. Lucie County Fire District		
Address	5160 NW Milner Drive		
City, State, ZIP	Port St. Lucie, FL 34983		
Contact Person	Patrick Lennon, PPE Logistics Manager		
E-mail	PLennon@SLCFD.org	Phone:	772-621-3391
Date(s) of Service	July 2021 - Present		
Type of Service	Services include refurbishing nearly 120 sets of gear in 21 days. Gear was inspected and repaired, with most pieces requiring MAJOR repairs such as complete seam re-tape. Services also include alterations, programming extractors, setting up chemical injection pumps, and providing NFPA 1851 consultation.		
Comments:	As a verified ISP (Independent Service Provider) we are able to provide honest, unbiased feedback on the maintenance of their gear		
Agency #2	Ocoee Fire Department		
Address	563 S. Bluford Avenue		
City, State, ZIP	Ocoee, FL 34761		
Contact Person	Assistant Chief CJ VanCamp		
E-mail	CJVancamp@Ocoee.org	Phone:	407-905-3140
Date(s) of Service	September 2021 - Present		
Type of Service	Services include annual cleaning, inspecting, and ALL REPAIRS (including MAJOR repairs) for approximately 120 sets of gear in 18 days. Gear was picked up and delivered back to the main fire station. Services also include alterations, nameplates, equipment purchases, setting up chemical injection pump, and providing NFPA 1851 training.		
Comments:	As a verified ISP (Independent Service Provider) we are able to provide honest, unbiased feedback on the maintenance of their gear.		
Agency #3	Winter Garden Fire Rescue		
Address	1 East Cypress Street		
City, State, ZIP	Winter Garden, FL 34787		
Contact Person	Assistant Chief Shawn Kelly		
E-mail	SKelly@CWGDN.com	Phone:	407-877-5175
Date(s) of Service	March 2022 - Present		
Type of Service	Services include annual cleaning, inspecting, and ALL REPAIRS (including MAJOR repairs) for approximately 120 sets of gear in 14 days. Gear was picked up and delivered back to each fire station. Services also include alterations, nameplates, and providing NFPA 1851 training.		
Comments:	As a verified ISP (Independent Service Provider) we are able to provide honest, unbiased feedback on the maintenance of their gear.		

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
- FLORIDA PPE SERVICES, LLC**

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**2. Pricing Sheet**

4 (1 Mandatory Requirement) - 4/4



**2.1. Price**

Price - Mandatory Requirement

**FLORIDA PPE SERVICES:**

- \$ 24000.00

**Prices shall include pick-up and delivery.**

**2.2 Pricing List. Pricing in this tab will be used for bid evaluation.**

Product list - 3 rows

**FLORIDA PPE SERVICES:**

**Additional Services/Products Pricing (Section 2.3) Prices on this tab shall stay consistent throughout the term of the agreement (subject to Price Determination (see section 1.1 Terms and Conditions, 1.1.1 Special Conditions, D Price Redeterminations)). Prices on this tab will not be used for evaluation purposes.**

**2.3. Additional Services/Products Pricing.**

Product list - 17 rows

**FLORIDA PPE SERVICES:**

**2.4. On a separate sheet of paper, please upload any additional costs for optional services and products not already identified in this ITB. These prices will not be used for evaluation purposes, but will be part of the agreement. Prices shall stay consistent throughout the term of the agreement (subject to Price Determination (see section 1.1 Terms and Conditions, 1.1.1 Special Conditions, D Price Redeterminations)).**

Document upload

**FLORIDA PPE SERVICES:**

T9040\_Additional Pricing List\_FL\_PPE(525985).xlsx

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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Description	Quantity
Moisture Barrier Patch (small)	1
Moisture Barrier Patch (medium)	1
Moisture Barrier Patch (large)	1
Thermal Barrier Patch (small)	1
Thermal Barrier Patch (medium)	1
Thermal Barrier Patch (large)	1

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**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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Price per unit

8  
12  
14  
18  
22  
26

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**Round Offer**

Rank	Organization	Status	MR	Unanswered	Price	Price score	Points	Total score
1	Fire-Dex GW LLC dba Gear Wash	Awaiting evaluation	1	3	\$25500.00	0	0	0
1	FLORIDA PPE SERVICES	Awaiting evaluation	1	0	\$24000.00	0	0	0

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**Vault**

Opened on Nov 22, 2022 (Tue), 3:01:00 PM

	Organization	Contact person	Submission date
1	FLORIDA PPE SERVICES	TONYA HERBERT	Nov 21, 2022 (Mon), 11:47:31 AM
2	Fire-Dex GW LLC dba Gear Wash	Jackie Dobro	Nov 21, 2022 (Mon), 4:31:00 PM

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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**Round Settings**



Vault	Questionnaire and price in one vault
Award method	Best price-quality ratio
Formula	Manual Price Scoring
Best price-quality ratio	<i>Price</i> 0 POINTS <i>Quality</i> 0 POINTS <i>Total</i> 0 POINTS
Unit	Points

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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ITB 22-B-119AK				
Price List				
Cleaning, Repair, and Inspection of PPE Equip.				
Description	Quantity	Price per unit	Total	
Advanced cleaning and inspection of PPE vests (per cleaning)	300	\$35.00	\$10,500.00	
Advanced cleaning and inspection of PPE pants (per cleaning)	300	\$35.00	\$10,500.00	
Advanced cleaning and inspection of PPE boots (per cleaning)	300	\$10.00	\$3,000.00	
	900		\$24,000.00	

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
 – FLORIDA PPE SERVICES, LLC**

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ITB 22-B-119AK			
Price List			
Cleaning, Repair, and Inspection of PPE Equip.			
Description	Quantity	Price per unit	
Moisture Barrier Patch (small)	1	\$	8.00
Moisture Barrier Patch (medium)	1	\$	12.00
Moisture Barrier Patch (large)	1	\$	14.00
Thermal Barrier Patch (small)	1	\$	18.00
Thermal Barrier Patch (medium)	1	\$	22.00
Thermal Barrier Patch (large)	1	\$	26.00

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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ITB 22-B-119AK Price List				Cleaning, Repair, and Inspection of PPE Equip.	
Description	Quantity	Price per unit	Total		
Heavy-duty cleaning of PPE pants (heavy contaminants, oil, tar, etc.)	1		\$15.00	\$15.00	
Heavy-duty cleaning of PPE coats (heavy contaminants, oil, tar, etc.)	1		\$15.00	\$15.00	
Heavy-duty cleaning of PPE boots (heavy contaminants, oil, tar, etc.)	1		\$15.00	\$15.00	
Specialized cleaning of PPE pants (biohazard)	1		\$26.00	\$26.00	
Specialized cleaning of PPE coats (biohazard)	1		\$26.00	\$26.00	
Specialized cleaning of PPE boots (biohazard)	1		\$26.00	\$26.00	
Replacement of reflective trim on coat sleeve only	1		\$30.00	\$30.00	
Replacement of reflective trim on coat	1		\$150.00	\$150.00	
Replacement of reflective trim on pant leg	1		\$30.00	\$30.00	
Seam re-stitching	1		\$5.00	\$5.00	
Replacement of rivets and caps	1		\$2.00	\$2.00	
Repair of cuffs including replacement of trim	1		\$30.00	\$30.00	
Replacement of Velcro® on jacket closure	1		\$20.00	\$20.00	
Name panel (personalized) with Velcro® backing (see section 1.4)	1		\$45.00	\$45.00	
Velcro® attachment on PPE for name panel	1		\$10.00	\$10.00	
Knee pad replacement	1		\$52.00	\$52.00	
Fabric patch and stitching	1		\$15.00	\$15.00	
	17			\$512.00	

ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
- FLORIDA PPE SERVICES, LLC



Order Confirmation

Not an Invoice

Account Number:	465412
Customer Name:	Vol Co Purchasing & Contracts
Customer Address:	VOL CO PURCHASING & CONTRACTS 123 W Indiana AVE # 302 DeLand FL 32720-4615
Contact Name:	COUNTY OF VOLUSIA VOL CO PURCHASING & CONTRACTS
Contact Phone:	3866266621
Contact Email:	SHalfhill@volusia.org
PO Number:	

Date:	10/17/2022
Order Number:	7930377
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	19.0000
Height in Inches:	0.0000

22-B-119AK  
001-520-1500-4910

Print	Product	#Insertions	Start - End	Category
	DTB Daytona Beach News-Journal	1	10/20/2022 - 10/20/2022	Bids & Proposals
	DTB news-journalonline.com	1	10/20/2022 - 10/20/2022	Bids & Proposals

Total Order Confirmation	\$71.31
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1/2



**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
- FLORIDA PPE SERVICES, LLC**

THE DAYTONA BEACH  
**NEWS-JOURNAL** P.O. Box 630476, Cincinnati, OH 45263-0476

**PROOF OF PUBLICATION**

Marin Smith  
VOL CO PURCHASING & CONTRACTS  
123 W Indiana AVE # 302  
Deland FL 32720-4615

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who, on oath says that he/she is LEGAL COORDINATOR of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Bids & Proposals in the Circuit Court, was published in said newspaper in the issues dated or by publication on the newspaper's website, if authorized, on:

10/20/2022

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Subscribed and sworn to before on 10/20/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$71.31  
Order No: 7930377  
Customer No: 465412  
PO #:

# of Copies:  
1

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

KATHLEEN ALLEN  
Notary Public  
State of Wisconsin

**LEGAL ADVERTISEMENT  
INVITATION TO OFFERORS**

**Effective March 01, 2021, paper bids are no longer accepted.**

Responses may be submitted via Merrell Source-to-Contract until 3:00 p.m. on the bid/proposal due date for the following:

Solicitation No.: 22-B-119AK

Solicitation Title: CLEANING, REPAIR, AND INSPECTION OF PERSONAL PROTECTIVE EQUIPMENT

Due Date: 11/15/22

To view solicitation information, visit Merrell Source-to-Contract at <https://app.negometrix.com/buyer/970/general>

Purchasing & Contracts

County of Volusia, FL

L#7930377 10/20/2022

☐

Page 1 of 1

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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ITB 22-B-119AK Price List		Cleaning, Repair, and Inspection of PPE Equip.	
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Advanced cleaning and inspection of PPE coat (per cleaning)	300	\$35.00	\$10,500.00
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	900		\$24,000.00

**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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ITB 22-B-119AK			
Price List			
Cleaning, Repair, and Inspection of PPE Equip.			
Description	Quantity	Price per unit	
Molsture Barrier Patch (small)	1	\$	8.00
Molsture Barrier Patch (medium)	1	\$	12.00
Molsture Barrier Patch (large)	1	\$	14.00
Thermal Barrier Patch (small)	1	\$	18.00
Thermal Barrier Patch (medium)	1	\$	22.00
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**ADOPTION AND AMENDMENT OF CONTRACT FOR THE CLEANING, REPAIR, AND INSPECTION OF PPE EQUIPMENT  
– FLORIDA PPE SERVICES, LLC**

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	17			\$512.00	