

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

№ 54981

BOARD OF SUMTER COUNTY COMMISSIONERS

7375 POWELL ROAD

PHONE: 352-689-4400

WILDWOOD, FLORIDA 34785

TO

May 14, 2012

Architecture Studio, Inc
114 S Magnolia Ave
Ocala FL 34471

DATE _____

DEPT. Facilities Development

BY *Joseph J. Conroy BSA*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	522 305-182-182-6241	<i>P</i>	PO# 54981 Billing address: Board of Sumter County Commissioners Facilities Development 319 E Anderson Ave Bushnell FL 33513 Sumter County Webster Fire Station Project - fees to provide Programming, Architectural, MEP-FP and Structural construction documents On call architectural services under contract from Sep 2007 thru August 2012 Quote attached <i>Budget Amendment A- 602 will cover the funds for this PO. P</i>	98,433.40 <i>73,825⁰⁰</i>	98,433.40 <i>73,825⁰⁰</i>
TERMS:				TOTAL	98,433.40 <i>73,825⁰⁰</i>

DELIVER TO: _____

BOARD OF SUMTER COUNTY COMMISSIONERS

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
WILL BE CONSIDERED FOR PAYMENT**

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ DATE: _____
OFFICER OR DEPT. HEAD

DISTRIBUTION:
BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

Received 5-15-12 P

PO 54981

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May 11, 2012

douglas.conway@sumtercountyfl.gov

Sumter County Board of Commissioners
Attn: Doug Conway
319 E Anderson Avenue
Bushnell, FL 33513

Re: Sumter County Webster Fire Station (REVISED)

Architecture Studio, Inc. shall provide construction documents for the above mentioned project. We shall also coordinate meetings with the consultants and Sumter County Owner's team and the selected general contractor. Base services include; Programming, Architectural, MEP, FP, and Structural Design. This is a fee method percentage project. The scope of work and contract documents to be considered for this project includes the following tasks:

SCOPE OF SERVICES:

Task 1, 2, 3A & 3B: Programming, Architectural, MEP-FP and Structural

TASK 1 Programming Review and Evaluation Phase	
Evaluate Owners existing program and end users needs to establish design	Fee \$4,500.00
Total Task 1	Total \$4,500.00
TASK 2 Civil Engineering and Survey Services	
Civil Engineering – Included in Webster Library Proposal	
Survey Services – Included in Webster Library Proposal	
Landscaping and Irrigation Design Services - Included in Webster Library Proposal	
Total Task 2 Included in Webster Library	Total N/A
TASK 3 (A) Construction Documents	
Schematic Design – Conceptual floor plans and establish scope of work	Fee \$11,030.70
Design Development – Floor plan with develop details, update project estimate to determine that the project is within project budget.	Fee \$14,707.60
Construction Documents – Prepare permit documents	Fee \$29,415.20
Bidding or Negotiation Activities – Prepare bid document, participate in pre-bid conference, and evaluate proposals.	Fee \$3,676.90
Construction Contract Administration – To include but not limited to review: RFI's (Request for Information), shop drawings, submittals, change orders, supplemental instructions, field observations, certification of payment and project close-out	Fee \$14,707.60
Task 3(A)	Total Fee 3 (A) \$73,538.00

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TASK 3 (B) MEP- FP	
Mechanical, Electrical, Plumbing & Fire Protection Professional Engineering Services	
Task 3 (B)	Total Fee 3 (B) \$27,500.00
Total Task 3 (A) & (B)	
Total Task 3 (A) & (B) – is based on using the attached State of Florida DMS Fee Calculator for Complexity Group “B “ More Than Average Complexity @ (8.42% of \$1,200,000 Projected Construction Cost), Actual fee shall be adjusted at the Final Construction Cost. This is a fee method percentage project	Total Fee 3 (A & B) \$101,038.00
Government Discount	
Government Discount Deduct – (\$10,104.00) 10% off of Task 3A and Task 3B Totals above	Revised Adjusted Fee with Discount \$90,933.40

Reimbursable	
Architectural	\$3,000.00
Civil – Included in Panasoffkee Library Proposal	N/A
Total Reimbursable	Total Fee \$3,000.00

Summary	
Task 1 – Programming Review and Evaluation Phase	\$4,500.00
Task 2 – Civil Engineering, Landscaping and Survey Services – Included in Webster Library Proposal	N/A
Task 3 (A) & (B) – Construction Documents and MEP-FP with Discount	\$90,933.40
Reimbursable	\$3,000.00
Total	Total Fee \$98,433.40

Attachments: The State of Florida, Department of Management Services Fee Guide Calculator.

Thank you for your consideration.

Sincerely,

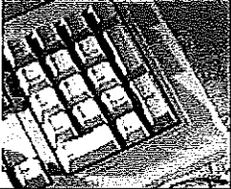


Joseph Rispoli, AIA, AR95439
 Architect, Senior Partner

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:	Webster Fire Station - New Construction						
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
	\$ 1,200,000	9.16%	8.42%	8.71%	7.68%	6.95%	6.23%
CALCULATED FEE	\$109,955	\$101,038	\$104,503	\$92,216	\$83,442	\$74,750	\$110,243

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

"A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals, Emergency Management Centers

"B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences

"C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work

"D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings

"E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures

"F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities

"G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|---|---|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary
Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design including Paving/Grading/Utilities
/Drainage/Stormwater Management/Environmental & All Site Permitting -Existing Site Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants
Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For:
-Alternate Bids Exceeding Contract Scope
-Excessive Change Orders
-Multiple Construction Contracts
-Record Documents/As Built -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During
Construction Beyond Bi-Monthly Administration -Additional Construction Contract
Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models -Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses*
Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses |
|---|---|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.

SUMTER COUNTY BOCC
 COUNTY ADMINISTRATION
 ARCHITECTURE STUDIO, INC.
 WEBSTER FIRE STATION
 FEE EVALUATION FORM
 PREPARED BY DOUG CONWAY

SCOPE OF SERVICES	FEE SCHEDULE
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DESIGN TASK

PHASE 1-	\$4,500.00
PAHSE 2	\$0.00
PHASE 3	\$90,933.40
PHASE 4	\$0.00
PHASE 5	\$0.00
PHASE 6	\$0.00
PHASE 7	\$0.00
	\$0.00
SUB-TOTAL	\$95,433.40

OTHER DESIGN EFFORTS

CIVIL REIMBURSABLE	\$0.00
ARCHITECTURAL REIMBURSABLE	\$3,000.00
	\$0.00
SUB-TOTAL	\$3,000.00

TOTAL	\$98,433.40

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

No 54984

BOARD OF SUMTER COUNTY COMMISSIONERS

7375 POWELL ROAD

PHONE: 352-689-4400

WILDWOOD, FLORIDA 34785

TO

May 14, 2012

Architecture Studio, Inc
114 S Magnolia Ave
Ocala FL 34471

DATE _____

DEPT. Facilities Development

BY *Joseph J. Conroy*

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
305-460-571-6244			PO# 54984 Billing address: Board of Sumter County Commissioners Facilities Development 319 E Anderson Ave Bushnell FL 33513 Sumter County Webster Library and joint Use Parking Lot Project - fees to provide Programming, Architectural, Civil, and MEP construction documents and Interior Design Service. On call architectural services under contract from Sep 2007 thru August 2012 Per the attached ASI proposal dated May 11, 2012 <i>Budget Amendment A- 63</i> <i>will cover the funds for this</i> <i>PO. P</i>	95,602.00 27,469.00	95,602.00 27,469.00
TERMS:				TOTAL	95,602.00

DELIVER To: _____

BOARD OF SUMTER COUNTY COMMISSIONERS

AUTHORIZED BY: _____

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4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.

P054984

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great design|shapes the future

May 12, 2012

douglas.conway@sumtercountyfl.gov

Sumter County Board of Commissioners
Attn: Doug Conway
319 E Anderson Avenue
Bushnell, FL 33513

(FOR NEW CONSTRUCTION)

Re: **Sumter County Webster Library and Joint Use Parking Lot (REVISED 2)**

Architecture Studio, Inc. shall provide construction documents for the above mentioned project. We shall also coordinate meetings with the consultants and Sumter County Owner's team and the selected general contractor. Base services include; Programming, Architectural, MEP Structural, Civil, Surveying, Geo-technical, Environmental, Interior, and Landscaping Design. This is a fee percentage method project. The scope of work and contract documents to be considered for this project includes the following tasks:

SCOPE OF SERVICES:

Task 1, 2, 3A & 3B – Programming, Architectural, Civil and MEP

TASK 1 Programming Review and Evaluation Phase	
Evaluate Owners existing program and end users needs to establish design	Fee \$8,200.00
Total Task 1	
	Total \$8,200.00

TASK 2 Civil Engineering and Survey Services	
Civil Engineering	Fee \$21,450.00
Survey Services	Fee \$4,400.00
Geotechnical Services	Fee \$3,080.00
Environmental Services	Fee \$2,420.00
Landscaping and Irrigation Design	Fee \$2,000.00
Total Task 2	
	Total Fee \$33,350.00

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TASK 3 (A) Construction Documents	
Schematic Design – Conceptual floor plans and establish scope of work	Fee \$9,305.25
Design Development – Floor plan with develop details, update project estimate to determine that the project is within project budget.	Fee \$12,407.00
Construction Documents – Prepare permit documents	Fee \$27,915.75
Bidding or Negotiation Activities – Prepare bid document, participate in pre-bid conference, and evaluate proposals.	Fee \$3,101.75
Construction Contract Administration – To include but not limited to review: RFI's (Request for Information), shop drawings, submittals, change orders, supplemental instructions, field observations, certification of payment and project close-out	Fee \$9,305.25
Task 3 (A)	Total Fee 3 (A) \$62,035.00

TASK 3 (B) MEP	
Mechanical, Electrical, Plumbing Professional Engineering Services	
Task 3 (B)	Total Fee 3 (B) \$23,375.00
Total Task 3 (A) & (B) – is based on using the attached State of Florida DMS Fee Calculator for Complexity Group "B " More Than Average Complexity @ (8.54% of \$1,000,000 Projected Construction Cost), Actual fee shall be adjusted at the Final Construction Cost. This is a fee method percentage project	Total Fee 3 (A & B) \$85,410.00
Government Discount	
Government Discount Deduct – (\$8,541.00) 10% off of Task 3A and Task 3B Totals above	Revised Adjusted Fee with Discount \$76,869.00

TASK 4 Interior Design Service	
Assist in Furniture and Material Selection and Submit material board for owner review	Fee \$5,500.00
Total Task 4	Total \$5,500.00

Reimbursable	
Architectural	\$3,000.00
Civil	\$550.00
Total Reimbursable	Total Fee \$3,550.00

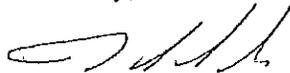
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great design|shapes the future

Summary	
Task 1 – Programming Review and Evaluation Phase	\$8,200.00
Task 2 – Civil Engineering, Survey, Geotechnical, Environmental, Landscaping and Irrigation Design Services	\$33,350.00
Task 3 (A) & (B) – Construction Documents and MEP with Discount	\$76,869.00
Task 4 Interior Design Service	\$5,500.00
Reimbursable	\$3,550.00
Total Fee	Total Fee \$127,469.00

Attachments: The State of Florida, Department of Management Services Fee Guide Calculator.

Thank you for your consideration.

Sincerely,

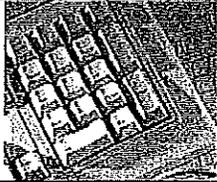


Joseph Rispoli, AIA, AR95439
Architect, Senior Partner

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:	Webster Library & Joint Use Parking Lot - NEW CONSTRUCTION GROUP "B"						
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$1,000,000	9.31%	8.54%	8.79%	7.78%	7.03%	6.28%	9.46%
CALCULATED FEE	\$93,083	\$85,410	\$87,925	\$77,826	\$70,270	\$62,791	\$94,625

Instructions: Fill in probable construction cost at left and push enter key.

- GROUP DEFINITIONS:**
- "A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals, Emergency Management Centers
 - "B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences
 - "C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
 - "D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
 - "E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
 - "F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities
 - "G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:
 The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|--|---|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary <li style="padding-left: 20px;">Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design Including Paving/Grading/Utilities <li style="padding-left: 20px;">/Drainage/Stormwater Management/Environmental & All Site Permitting -Existing Site Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants <li style="padding-left: 20px;">Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For: <ul style="list-style-type: none"> -Alternate Bids Exceeding Contract Scope -Excessive Change Orders -Multiple Construction Contracts -Record Documents/As Builts -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During Construction Beyond Bi-Monthly Administration -Additional Construction Contract Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models -Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses* <ul style="list-style-type: none"> Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses |
|--|---|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.

SUMTER COUNTY BOCC
 COUNTY ADMINISTRATION
 ARCHITECTURE STUDIO, INC.
 WEBSTER LIBRARY & JOINT USE PARKING
 FEE EVALUATION FORM
 PREPARED BY DOUG CONWAY

SCOPE OF SERVICES	FEE SCHEDULE
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DESIGN TASK

PHASE 1-	\$8,200.00
PAHSE 2	\$33,350.00
PHASE 3	\$76,869.00
PHASE 4	\$5,500.00
PHASE 5	\$0.00
PHASE 6	\$0.00
PHASE 7	\$0.00
	\$0.00
SUB-TOTAL	\$123,919.00

OTHER DESIGN EFFORTS

CIVIL REIMBURSABLE	\$550.00
ARCHITECTURAL REIMBURSABLE	\$3,000.00
	\$0.00
SUB-TOTAL	\$3,550.00

TOTAL	\$127,469.00
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PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

№ 55100

BOARD OF SUMTER COUNTY COMMISSIONERS

7375 POWELL ROAD

PHONE: 352-689-4400

WILDWOOD, FLORIDA 34785

TO

[Municipal Equipment Co.
2049 Wrst Central Blvd.
Orlando, FL 32801]

] DATE May 29, 2012

] DEPT. Fire Services

] BY [Signature]
ASA

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
182-1	182-522-5200	30	Janesville Coat	1,065.00	31,950.00
		30	Janesville High Back Pant	765.00	22,950.00
			Firefighter Bunker Gear		
			Piggy back from Marion County Agreement		
			Project# 12P-022		
TERMS:				TOTAL	<u>54,900.00</u>

DELIVER TO: _____

BOARD OF SUMTER COUNTY COMMISSIONERS 54,900.00

AUTHORIZED BY: _____

**NOTE: ONLY ORIGINAL INVOICES
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BY: _____ DATE: _____
OFFICER OR DEPT. HEAD

DISTRIBUTION:
BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
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CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-8012622366C-3.



Marion County
Board of County Commissioners

Procurement Services

2511 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

June 7, 2012

Stephen Kennedy
7375 Powell Road
Wildwood, FL 34785

Dear Mr. Kennedy:

This is an official notice to allow Sumter County to piggyback our Bunker Gear Contract 12P-022 which is valid through April 30, 2022. Please feel free to contact me if you have any further questions.

Sincerely,

Kelly Zisa
Marion County Procurement & Contract Analyst

"Meeting Needs by Exceeding Expectations"

AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement, made and entered into May 1, 2012 by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and **Municipal Equipment Co, LLC**, located at 2049 West Central Blvd., Orlando, FL 32801, possessing FEIN# 59-3624496 (hereinafter referred to as the "SUPPLIER") under seal for the Bunker Gear, (hereinafter referred to as the "PROJECT"), and the COUNTY and the SUPPLIER hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and SUPPLIER (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence upon Board approval and shall continue for a period of ten (10) years with no renewal options.

Section 2 – Scope of Services. As per specifications and requirements of project #12P-022 and any subsequent addendum(s), the SUPPLIER shall provide the commodity /commodities as listed below to Marion County Departments on an as needed basis:

Provide Bunker Gear as described in Exhibit A Fee Schedule and Exhibit B Scope of Service
Janesville Coat as specified \$1,065.00
Janesville High Back Pant \$765.00

Section 3 –Delivery. As per specifications and requirements of project #12P-022 and any subsequent addendum(s), the SUPPLIER shall deliver the Bunker Gear within 45 days of order placement for normal stock and 30 days for new hires and FOB Delivery Destination to the following address:

Marion County Fire Operations
3230 SE Maricamp Road
Ocala, FL 34471

Section 4 – Compensation. The COUNTY shall make payment to the SUPPLIER upon delivery of the commodity/commodities described in Section 2 of this agreement. Maximum annual manufacturer increases will be limited to 3% starting September 30, 2013. SUPPLIER agrees that if payment is made by County procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by the COUNTY, and in acceptable condition.

Section 5 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the SUPPLIER'S representatives for notice purposes are:

SUPPLIER: Municipal Equipment Co, LLC
2049 West Central Blvd.,
Orlando, FL 32801
CONTACT PERSON: Dale West
877-775-2448 | E-mail: dalewest@mecofire.com

COUNTY: Marion County Fire
c/o Marion County Board of County Commissioners
601 SE 25th Ave
Ocala, FL 34471

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

Procurement Director
Marion County Procurement Services Department
2511 SE 3rd St
Ocala, FL 34471

Section 6 – Assignment. The SUPPLIER may not subcontract all or any part of this Agreement without written approval by the COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the services described in Section 2 of this Agreement. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. The SUPPLIER shall keep records of all transactions. The COUNTY shall have a right to review such records at the SUPPLIER'S office during normal business hours.

Section 10 – Indemnification. The SUPPLIER shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the SUPPLIER or its employees, officers, or agents in performing the services set forth herein.

Section 11 – Insurance. During the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The SUPPLIER shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to that address with policies for the following:

Business Auto Liability shall be provided by the SUPPLIER with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.

Worker's Compensation shall be purchased and maintained by the SUPPLIER with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

General Liability with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. The policy must be maintained by the SUPPLIER for the duration of the project. If the

policy is written on a claims-made basis, the SUPPLIER must maintain the policy a minimum of 5 years following completion of the project. The County of Marion must be shown as additional insured.

Section 12 – Independent SUPPLIER. In the performance of this Agreement, the SUPPLIER will be acting in the capacity of an “independent SUPPLIER” and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the SUPPLIER in the full performance of this Agreement.

Section 13 – Default/Termination. In the event the SUPPLIER fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the SUPPLIER in writing, specifying the nature of the default and providing the SUPPLIER with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the COUNTY thereafter may terminate this Agreement upon written notice to the SUPPLIER without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the SUPPLIER only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the SUPPLIER. In the event of termination of this Agreement without cause, the COUNTY will compensate the SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. County shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

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1. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
2. To provide to the Agency, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
3. To require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the SUPPLIER and the subcontractor, whichever is later. The SUPPLIER shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

Section 19 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A Fee Schedule and EXHIBIT B Scope of Service**

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:

COUNTY
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

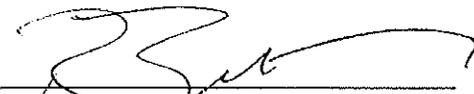


DAVID R. ELLSPERMANN,
CLERK OF THE COURT



CHARLIE STONE,
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

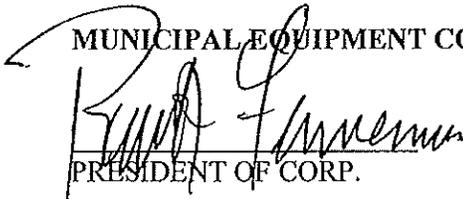


for MATTHEW G. MINTER,
COUNTY ATTORNEY

ATTEST



OFFICER OF CORP.

MUNICIPAL EQUIPMENT CO, LLC


PRESIDENT OF CORP.



MUNICIPAL EQUIPMENT COMPANY, LLC

QUOTE

2049 West Central Boulevard, Orlando, FL 32805
 800-228-8448 Fax: 877-775-2448
 www.MecoFire.com ~ MunicipalEquip@MecoFire.com

Customer Copy	
Number	058704
Date	06/07/12
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Ship To: 5	SUMTER COUNTY FIRE RESCUE ATTN: CHIEF KENNEDY 910 NORTH MAIN STREET BUSHNELL, FL 33513	Bill To: 19348	SUMTER COUNTY FIRE RESCUE ATTN: MARY ALDERMAN 7375 POWELL ROAD, SUITE 129 WILDWOOD, FL 34785
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REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
1	08/07/12	70	NET 10 DAYS	01	PREPAID	UPS

QUOTED BY: DW	QUOTED TO: CHIEF KENNEDY
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ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
CVFM-32	JANESVILLE ISODRI V-FORCE COAT, 32" LENGTH 7.25 OZ. PBI MATRIX PLUS, NATURAL OUTER SHELL K7 LINER LYR225 SEMPER DRI FRONT AND BACK YOKES SEWN TO THE THERMAL LINER CLW209 EVER-DRI WATERWELLS CLW753 8" ISODRI OVER-THE-HAND KEVLAR/NOMEX/SPANDEX WRISTLETS CT504-PTY 3" VENTILATED LIME YELLOW SCOTCHLITE TRIPLE TRIM IN A VIZ-A-V TRIM PATTERN BHS020 DRAG RESCUE DEVICE CR236 3" SPLIT SELF FABRIC COLLAR WITH TWO LAYERS ARAFLO QUILT AND PJ CROSSTECH LINED, TWO PIECES 1"X3" HOOK ON EACH END INSIDE AND TWO PIECES 1" HOOK SET 1/2" FROM CENTER ALONG TOP EDGE FOR LINER ATTACHMENT, 1.5"X4" HOOK AND LOOP FOR FRONT CLOSURE CLF221 3" SELF FABRIC PJ CROSSTECH LINED SPLIT COLLAR WITH TWO PIECES 1"X3" LOOP ON THE MOISTURE BARRIER, TWO PIECES 1" LOOP SET 1/2" FROM CENTER ALONG TOP EDGE FOR ATTACHMENT TO THE SHELL CLO208 COAT LINER INSPECTION SYSTEM LOCATED AT CENTER RIGHT FRONT OF LINER WITH	1	EA	1065.000	EA	1065.00

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MUNICIPAL EQUIPMENT COMPANY, LLC

QUOTE

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ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
	1"X4" LOOP MF020 1"X9" HOOK SEWN TO RIGHT FRONT SHELL FOR THE COAT LINER INSPECTION SYSTEM CC710 SELF FABRIC CUFF REINFORCEMENT EB513-GLD GOLD CONTOURED POLY-COATED ARAMID ELBOW REINFORCEMENT WITH ONE LAYER GIC E-88 FOAM PADDING SC715 SELF FABRIC SHOULDER CAP REINFORCEMENT SF245 2.5" STORMFLAP WITH TWO LAYER SELF FABRIC AND ONE LAYER GORE RT7100 PTFE, THERMOPLASTIC ZIPPER IN, 1" HOOK AND 1" LOOP OUT WITH POLY-COATED ARAMID TAB HP605 9"X9"X2" SEMI-BELLOW AND HANDWARMER COMBINATION POCKETS WITH 6" OPENING ON THE BELLOW SIDE, SEMI-BELLOW POCKETS LINED WITH KEVLAR TWILL KEVLAR TWILL BACKER, HANDWARMER LINED WITH SEMPER DRI, TWO PIECES 1.5"X3" LOOP ON THE POCKET AND TWO PIECES 1.5"X3" HOOK ON THE FLAP, TWO LAYERS LIFE-N-DRI INSIDE FLAP CORNER AND PCA PULL TAB OUT RP514 3.5"X9"X2" RADIO POCKET WITH POLYCOTTON FULLY LINED ALL THREE SIDES INSIDE POCKET, ONE PIECE 1"X2" LOOP ON THE POCKET AND ONE PIECE 1"X2" HOOK ON THE FLAP, LEFT					

						CONTINUED



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ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
	CHEST EM1 2"X3" AMERICAN FLAG EMBLEM WITH WHITE NOMEX SILK-SCREEN, ON THE RADIO POCKET FLAP FLS503 1.25"X7" SELF FABRIC FLASHLIGHT STRAP WITH ONE PIECE 1"X2" HOOK ON ONE END AND ONE PIECE 1"X2" LOOP ON THE OPPOSITE END, X-STITCHED TO THE SHELL, ONE 703 HOOK WITH SELF FABRIC HOLDER RIVETED TO THE SHELL, 5" ABOVE THE LOWER STRAP, RIGHT CHEST LP34 5"X18" CONTOURED 2-LAYER SELF FABRIC ONE LINE LETTER PATCH TO BE ATTACHED TO THE HEM OF COAT LPV13 1.5"X18" HOOK SEWN TO THE TOP EDGE OF THE 5"X18" PATCH AND 1.5"X18" LOOP SEWN WITH WHITE THREAD THROUGH THE TRIM TO COAT BACK INSIDE AT THE HEM LPS6 ONE MALE SNAP AT THE TOP CORNERS OF THE LETTER PATCH AND TWO FEMALE LOGO SNAPS ON THE INSIDE OF THE SHELL TO ALIGN WITH THE MALE SNAPS LTSL3YNS 3" LIME YELLOW SCOTCHLITE LETTERS SEWN ON THE LP34 FOR FF NAME (2) MT548 1"X3" SELF FABRIC MIC TAB, ONE LEFT CHEST ABOVE THE RADIO POCKET AND ONE ON THE RIGHT CHEST 1" ABOVE THE					

						CONTINUED



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QUOTED BY: DW	QUOTED TO: CHIEF KENNEDY
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ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
PVIIM	HOOK FOR THE FLS503 FLASHLIGHT STRAP HL02 STANDARD 5/8" X 5-1/2" SELF FABRIC HANGERLOOP JANESVILLE ISODRI V-FORCE HIGH-BACK PANT 7.25 OZ. PBI MATRIX PLUS, NATURAL OUTERSHELL K7 LINER PLO200 PANT LINER INSPECTION SYSTEM WITH 1"X3" LOOP LOCATED AT THE RIGHT SIDE OF THE LINER WAIST MF018 1"X3" HOOK SEWN TO THE RIGHT SHELL FRONT FOR THE PANT LINER INSPECTION SYSTEM FLY233 SEWN ON PANT FLY WITH PJ CROSSTECH, THERMOPLASTIC ZIPPER CLOSURE INSIDE WITH 1.5" HOOK AND LOOP, 3/4" HOOK UNDERNEATH PJ CROSSTECH FOR THE LINER ATTACHMENT TUP506 1/2" X 8-1/2" SELF FABRIC POSTMAN TAKE-UP STRAPS, TWO BARTACKS EACH STRAP AND 5/8" POSTMAN SLIDES KP214-GLD GOLD POLY-COATED ARAMID CONTOURED KNEE REINFORCEMENT WITH TWO LAYERS GIC E-88 FOAM PADDING PC500 SELF FABRIC CUFF REINFORCEMENT WITH 3" X 3.5" KICK SHIELD PM0542 BOOT CUT PANT LEGS SBP623 9"X8"X2" SEMI-BELLOW	1	EA	765.000	EA	765.00

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MUNICIPAL EQUIPMENT COMPANY, LLC

QUOTE

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QUOTED BY: DW	QUOTED TO: CHIEF KENNEDY
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ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
	BID# 12P-022. SUMTER COUNTY FIRE RESCUE TO PIGGYBACK THE MARION COUNTY BID WITH THE ADDITION OF THE DEPARTMENT LETTERS ON THE BACK OF THE COAT. <i>6/7/12</i> <i>Jake Alcott</i>					

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
1830.00	.00	.00	.00	1830.00

THIS QUOTE IS VALID FOR ____ DAYS



Marion County
Board of County Commissioners

Procurement Services

2511 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

April 10, 2012

Notice of Intent to Award
12P-022 Bunker Gear

Thank you for your submittal for the above mentioned project. After final negotiations it is the recommendation that Municipal Equipment Co, LLC be awarded the contract. The recommendation is scheduled to go before the Board of County Commissioners for approval on May 1, 2012.

Please be advised the Prohibition of Lobbying Clause is still in effect: "Until such time that the County Commissioners approve an award of this project, there is a prohibition on communication by Offerors (or anyone on their behalf) with the Marion County Board of County Commissioners staff or elected officials, excluding the Marion County Purchasing Department. This does not apply to Pre-Proposal conferences, oral presentations before the selection committee, contract negotiations, or communications with County staff or elected officials, of matters not concerning this Solicitation. Any violation of this provision by any Offeror may render their submittal to be deemed non-responsive, and any award to Offeror voidable."

Any questions regarding this solicitation must be directed to the Marion County Procurement Services Department.

Sincerely;

Kelly Zisa
Procurement and Contract Analyst

"Meeting Needs by Exceeding Expectations"

AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement, made and entered into May 1, 2012 by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and **Municipal Equipment Co, LLC**, located at 2049 West Central Blvd., Orlando, FL 32801, possessing FEIN# 59-3624496 (hereinafter referred to as the "SUPPLIER") under seal for the Bunker Gear, (hereinafter referred to as the "PROJECT"), and the COUNTY and the SUPPLIER hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and SUPPLIER (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence upon Board approval and shall continue for a period of ten (10) years with no renewal options.

Section 2 – Scope of Services. As per specifications and requirements of project #12P-022 and any subsequent addendum(s), the SUPPLIER shall provide the commodity /commodities as listed below to Marion County Departments on an as needed basis:

Provide Bunker Gear as described in Exhibit A Fee Schedule and Exhibit B Scope of Service
Janesville Coat as specified \$1,065.00
Janesville High Back Pant \$765.00

Section 3 –Delivery. As per specifications and requirements of project #12P-022 and any subsequent addendum(s), the SUPPLIER shall deliver the Bunker Gear within 45 days of order placement for normal stock and 30 days for new hires and FOB Delivery Destination to the following address:

Marion County Fire Operations
3230 SE Maricamp Road
Ocala, FL 34471

Section 4 – Compensation. The COUNTY shall make payment to the SUPPLIER upon delivery of the commodity/commodities described in Section 2 of this agreement. Maximum annual manufacturer increases will be limited to 3% starting September 30, 2013. SUPPLIER agrees that if payment is made by County procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by the COUNTY, and in acceptable condition.

Section 5 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the SUPPLIER'S representatives for notice purposes are:

SUPPLIER: Municipal Equipment Co, LLC
2049 West Central Blvd.,
Orlando, FL 32801
CONTACT PERSON: Dale West
877-775-2448 | E-mail: dalewest@mecofire.com

COUNTY: Marion County Fire
c/o Marion County Board of County Commissioners
601 SE 25th Ave
Ocala, FL 34471

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

Procurement Director
Marion County Procurement Services Department
2511 SE 3rd St
Ocala, FL 34471

Section 6 – Assignment. The SUPPLIER may not subcontract all or any part of this Agreement without written approval by the COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the services described in Section 2 of this Agreement. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. The SUPPLIER shall keep records of all transactions. The COUNTY shall have a right to review such records at the SUPPLIER'S office during normal business hours.

Section 10 – Indemnification. The SUPPLIER shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the SUPPLIER or its employees, officers, or agents in performing the services set forth herein.

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:



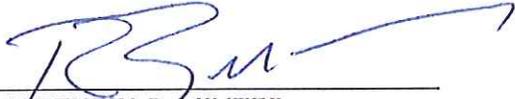
 DAVID R. ELLSPERMANN,
 CLERK OF THE COURT

COUNTY
 BOARD OF COUNTY COMMISSIONERS
 MARION COUNTY, FLORIDA



 CHARLIE STONE,
 CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



 MATTHEW G. MINTER,
 COUNTY ATTORNEY

ATTEST



 OFFICER OF CORP.

MUNICIPAL EQUIPMENT CO, LLC



 PRESIDENT OF CORP.

NOTARY CERTIFICATE – To be completed by Notary on behalf of Municipal Equipment Co, LLC
for project 12P-022 - Bunker Gear

STATE OF: Florida
COUNTY OF: Orange

Before me this day personally appeared:

Robert S. FENNEMAN and DALE WEST,
as President and Vice President

respectively of *Municipal Equipment Co, LLC* to me well known or
produced identification _____ (Type of ID) to be the persons described in and who
executed the foregoing instrument, and who acknowledged that they did so as officers of said corporation
all by and with the authority of the Board of Directors of said corporation.

Witness my hand and seal this 4 day of MAY, 2012.

Signature of Notary Betty Delgado
Notary Stamp:





MUNICIPAL EQUIPMENT COMPANY, LLC

2049 West Central Boulevard, Orlando, FL 32805
 800-228-8448 Fax: 877-775-2448
 www.MecoFire.com ~ MunicipalEquip@MecoFire.com

QUOTE

Customer Copy

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Date	04/05/12
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Ship To: 3	MARION COUNTY FIRE RESCUE 981 N.E. 16TH STREET, BLDG. 2 OCALA, FL 34470	Bill To: 13130A	MARION COUNTY FIRE RESCUE C/O PROCUREMENT SERVICES 2511 S.E. 3RD STREET OCALA, FL 34471
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REFERENCE #	EXPIRES	SLSP	TERMS	WH	FREIGHT	SHIP VIA
RFP# 12P-022	09/30/13	80	NET 10 DAYS	01	PREPAID	UPS

QUOTED BY: DW	QUOTED TO: KELLY ZISA
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ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
	MF020 1"X9" HOOK SEWN TO RIGHT FRONT SHELL FOR THE COAT LINER INSPECTION SYSTEM CC710 SELF FABRIC CUFF REINFORCEMENT EB513-GLD GOLD CONTOURED POLY-COATED ARAMID ARAMID ELBOW REINFORCEMENT WITH ONE LAYER GIC E-88 FOAM PADDING SC715 SELF FABRIC SHOULDER CAP REINFORCEMENT SF245 2.5" STORMFLAP WITH TWO LAYER SELF FABRIC AND ONE LAYER GORE RT7100 PTFE, THERMOPLASTIC ZIPPER IN, 1" HOOK AND 1" LOOP OUT WITH POLY-COATED ARAMID TAB HP605 9"X9"X2" SEMI-BELLOW AND HANDWARMER COMBINATION POCKETS WITH 6" OPENING ON THE BELLOW SIDE, SEMI-BELLOW POCKETS LINED WITH KEVLAR TWILL KEVLAR TWILL BACKER, HANDWARMER LINED WITH SEMPER DRI, TWO PIECES 1.5"X3" LOOP ON THE POCKET AND TWO PIECES 1.5"X3" HOOK ON THE FLAP, TWO LAYERS LITE-N-DRI INSIDE FLAP CORNER AND PCA PULL TAB OUT RP514 3.5"X9"X2" RADIO POCKET WITH POLYCOTTON FULLY LINED ALL THREE SIDES INSIDE POCKET, ONE PIECE 1"X2" LOOP ON THE POCKET AND ONE PIECE 1"X2" HOOK ON THE FLAP, LEFT CHEST					

						CONTINUED



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RFP# 12P-022	09/30/13	80	NET 10 DAYS	01	PREPAID	UPS
QUOTED BY: DW	QUOTED TO: KELLY ZISA					

ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
	EM1 2"X3" AMERICAN FLAG EMBLEM WITH WHITE NOMEK SILK-SCREEN, ON THE RADIO POCKET FLAP FLS503 1.25"X7" SELF FABRIC FLASHLIGHT STRAP WITH ONE PIECE 1"X2" HOOK ON ONE END AND ONE PIECE 1"X2" LOOP ON THE OPPOSITE END, X-STITCHED TO THE SHELL, ONE 703 HOOK WITH SELF FABRIC HOLDER RIVETED TO THE SHELL, 5" ABOVE THE LOWER STRAP, RIGHT CHEST LP34 5"X18" CONTOURED 2-LAYER SELF FABRIC ONE LINE LETTER PATCH TO BE ATTACHED TO THE HEM OF COAT LPV13 1.5"X18" HOOK SEWN TO THE TOP EDGE OF THE 5"X18" PATCH AND 1.5"X18" LOOP SEWN WITH WHITE THREAD THROUGH THE TRIM TO COAT BACK INSIDE AT THE HEM LPS6 ONE MALE SNAP AT THE TOP CORNERS OF THE LETTER PATCH AND TWO FEMALE LOGO SNAPS ON THE INSIDE OF THE SHELL TO ALIGN WITH THE MALE SNAPS LTSL3YNS 3" LIME YELLOW SCOTCHLITE LETTERS SEWN ON THE LP34 FOR FF NAME (2) MT548 1"X3" SELF FABRIC MIC TAB, ONE LEFT CHEST ABOVE THE RADIO POCKET AND ONE ON THE RIGHT CHEST 1" ABOVE THE HOOK FOR THE FLS503					

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RFP# 12P-022	09/30/13	80	NET 10 DAYS	01	PREPAID	UPS
QUOTED BY: DW	QUOTED TO:	KELLY ZISA				

ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
CVFM-32	JANESVILLE ISODRI V-FORCE COAT, 32" LENGTH 7.25 OZ. PBI MATRIX PLUS, NATURAL OUTER SHELL K7 LINER LYR225 SEMPER DRI FRONT AND BACK YOKES SEWN TO THE THERMAL LINER CLW209 EVER-DRI WATERWELLS CLW753 8" ISODRI OVER-THE-HAND KEVLAR/NOMEX/SPANDEX WRISTLETS CT504-PTY 3" VENTILATED LIME YELLOW SCOTCHLITE TRIPLE TRIM IN A VIZ-A-V TRIM PATTERN BHS020 DRAG RESCUE DEVICE CR236 3" SPLIT SELF FABRIC COLLAR WITH TWO LAYERS ARAFLO QUILT AND PJ CROSSTECH LINED, TWO PIECES .75"X3" HOOK ON EACH END INSIDE AND SIX PIECES .75"X2" HOOK ALONG TOP EDGE FOR LINER ATTACHMENT, 1.5"X4" HOOK AND LOOP FOR FRONT CLOSURE CLF221 3" SELF FABRIC PJ CROSSTECH LINED SPLIT COLLAR WITH TWO PIECES .75"X3" LOOP ON THE MOISTURE BARRIER, MULTIPLE PIECES .75"X2" LOOP TO TOP EDGE FOR ATTACHMENT TO SHELL CLO208 COAT LINER INSPECTION SYSTEM LOCATED AT CENTER RIGHT FRONT OF LINER WITH 1"X4" LOOP	1	EA	1065.000	EA	1065.00

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RFP# 12P-022	09/30/13	80	NET 10 DAYS	01	PREPAID	UPS

QUOTED BY: DW	QUOTED TO: KELLY ZISA
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ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
PVHM	FLASHLIGHT STRAP HL02 STANDARD 5/8" X 5-1/2" SELF FABRIC HANGERLOOP JANESVILLE ISODRI V-FORCE HIGH-BACK PANT 7.25 OZ. PBI MATRIX PLUS, NATURAL OUTERSHELL K7 LINER PLO200 PANT LINER INSPECTION SYSTEM WITH 1"X3" LOOP LOCATED AT THE RIGHT SIDE OF THE LINER WAIST MF018 1"X3" HOOK SEWN TO THE RIGHT SHELL FRONT FOR THE PANT LINER INSPECTION SYSTEM FLY233 SEWN ON PANT FLY WITH PJ CROSSTECH, THERMOPLASTIC ZIPPER CLOSURE INSIDE WITH 1.5" HOOK AND LOOP, 3/4" HOOK UNDERNEATH PJ CROSSTECH FOR THE LINER ATTACHMENT TUP506 1/2" X 8-1/2" SELF FABRIC POSTMAN TAKE-UP STRAPS, TWO BARTACKS EACH STRAP AND 5/8" POSTMAN SLIDES KP214-GLD GOLD POLY-COATED ARAMID CONTOURED KNEE REINFORCEMENT WITH TWO LAYERS GIC E-88 FOAM PADDING PC500 SELF FABRIC CUFF REINFORCEMENT WITH 3" X 3.5" KICK SHIELD PM0542 BOOT CUT PANT LEGS SBP623 9"X8"X2" SEMI-BELLOW POCKETS WITH PLEAT FULLY	1	EA	765.000	EA	765.00

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QUOTED BY: DW	QUOTED TO: KELLY ZISA
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ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
	LINED ALL FOUR SIDES WITH KEVLAR TWILL, TWO PIECES 1.5"X3" LOOP ON THE POCKET AND 1.5"X3" HOOK ON THE FLAP, TWO LAYERS GIC E-88 FOAM INSIDE FLAP CORNER LGT000 TWO LEATHER LEG TABS PER LEG WITH NON-LOGO FEMALE SNAPS PTC-PTY 3" VENTILATED LIME YELLOW SCOTCHLITE TRIPLE TRIM AROUND THE CUFFS, FOUR ROWS LOCKSTITCH PMO702 TWO 2" WIDE SELF MATERIAL SUSPENDER TABS WITH 1.75"X3" LEATHER REINFORCEMENT, TWO MALE AND TWO FEMALE LOGO SNAPS ATTACHED TO THE WAIST FRONT AND REINFORCED WITH TWO BARTACKS EACH SR840 40" V-BACK QUICK ADJUST STRETCH PADDED SUSPENDER, RED APPLIES TO ALL AVAILABLE LENGTHS F.O.B. DESTINATION					

MERCHANDISE	MISC	TAX	FREIGHT	TOTAL
1830.00	.00	.00	.00	1830.00

THIS QUOTE IS VALID FOR ___ DAYS

12P-022 EXHIBIT A

12P-022 Bunker Gear
Exhibit B
Scope of Service

1. MAINTENANCE

Supplier must have manufactured-certified cleaning and repair facility able to do repairs to the gear and warranty work. The cleaning and repair facility must be within 75 mile radius of Ocala, Florida.

2. LOANER

Supplier must deliver within 24 hours loaner gear for emergency use.

3. DELIVERY

Delivery will be within 45-DAYS of order placement for normal stock, 30-DAYS for requests for new hires. Loaner gear will be provided at no charge, as needed, for contamination, repair and new hires. All pricing must include freight and delivery charges, FOB, destination (3230 SE Maricamp Road, Ocala, FL).

4. STANDARD

All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971 PROTECTIVE CLOTHING FOR STRUCTURAL FIRE FIGHTING, FED-OSHA CFR 1910, Subpart L, OSHA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA title 8, Article 10.1, Para. 3406.

All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA 1971. The label of the third party tester shall denote certification.

The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

5. USER GUIDE INFORMATION

Each garment shall include a User Information Guide with information required by NFPA 1971.

This guide shall include:

a) Pre-use information:

- Safety considerations
- Limitations of use

- Garment marking recommendations and restrictions
 - A statement that most performance properties of the garment cannot be tested by the user in the field.
 - Warranty Information
- b) Preparation for use:
- Sizing/adjustment
 - Recommended storage practices
- c) Inspection:
- Inspection frequency and details
- d) Don/Doff:
- Donning and doffing procedures
 - Sizing and adjustment procedures
 - Interface issues.
- e) Use:
- Proper use consistent with NFPA 1500, Standard on Fire Department, Occupational Safety and Health Program, and 29 CFR 1910, 132.
- f) Maintenance and Cleaning:
- Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried.
 - Inspection Details
 - Maintenance criteria and methods of repair where applicable
 - Decontamination procedures for both chemical and biological contamination.
- g) Retirement and Disposal
- Retirement and disposal criteria and considerations.
- h) Drag Rescue Device (DRD)
- Use, inspection, maintenance, cleaning and retirement of the DRD.

6. TRACKING LABEL SYSTEM

There shall be a PDF417, two dimensional bar code label permanently affixed to each garment or tracking purposes. The bar code shall contain a minimum of the following information:

- a) unique serial number
- b) item description (brand, model, material color)
- c) lot information (date of mfg., size, etc.)
- d) material description
- e) the standard to which the garment is compliant

The bar code shall be able to withstand customary wash and wear cycles. The PDF417 bar code must incorporate a minimum of a 30% "error correction" capability.

7. SIZES

Coats shall be made available in even chest sizes with corresponding sleeve lengths available in short, regular, and long. Pant sizes shall be made available in even waist sizes with inseam lengths available in extra short, short, regular and long. Male and female sizing available.

8. WARRANTY

Each garment shall have a limited lifetime warranty against defects in material and workmanship.

9. COMPOSITE PERFORMANCE

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 38 when tested in accordance with NFPA 1971 standard.

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Total Heat Loss (THL) of not less than 283 when tested in accordance with NFPA 1971 standard.

The Heat Transfer Index rating shall be 25 seconds for the shoulder when measured at 2 psi (pounds per square inch) and 25 seconds for the knee when measured at 8 psi.

10. STRESS POINTS

All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly shall be reinforced using a 42 stitch minimum bar tack.

11. LABELING

Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer.

- **DO NOT REMOVE THIS LABEL**
- **THIS GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, STANDARD ON PROTECTIVE ENSEMBLE FOR STRUCTURAL FIRE FIGHTING, 2007 EDITION**
- **MADE IN THE U.S.A.**

12. JANESVILLE® V-FORCE® COAT

Coat Model / Design

COAT CONSTRUCTION: The coat is designed of a 3-panel construction in all layers of the innovative V-fit design for optimum comfort and mobility. Sleeves shall be of raglan design.

Coat Model / Design

When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure 32" or 35" long male; 29" or 32" long female.

Drag Rescue Device

The Fire Fighter Recovery Harness™ shall be constructed of a one and one-half inch wide KEVLAR® strap that shall be installed between the outer shell and the thermal liner. This harness shall have a hand loop (16" in circumference) that exits the outer shell through a 2" polymer coated aramid reinforced slot on the back of the coat just below the collar and is held in place by means of a piece of 1.5" x 2" hook on the strap and a piece of 1" x 2" loop attached to the outer shell. This strap is then secured under a 2.25" x 5.25" flap that is sewn in at the neck /collar area. Two pieces 1" x 2" loop shall be set vertically on shell to align with two pieces of 1" x 2" hook set vertically to the underside of the flap. The harness is also held in proper alignment by means of a 2" x 2" piece of loop placed on the inside of the outer shell underneath the chest trim that corresponds to a piece of 1.5"x 2" hook located on the harness. Two 1" x 3.5" self-fabric straps with 1" x 2" hook on one end and 1" x 2" loop on other end shall be set to coat in the shoulder cap area to keep straps in proper position for use.

Fire Fighter Recovery Harness™ provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to decrease the risk of further injury.

Coat Outer Shell Material

The outer shell shall be constructed of +/- 7.25 oz./sq. yd. 40% PBI®/60% KEVLAR® highly constructed ripstop weave with extremely durable FPE water resistant Teflon® FPE alloy reinforced with a matrix of 600 denier filament Kevlar® cables. Color shall be natural (gold).

Coat Liner & Moisture Barrier

THERMAL LINER: The thermal liner shall be comprised of Glide™ 100% NOMEX® high-lubricity, stress reducing, filament/spun face cloth weighing 3.5 oz/sq/yd, manufactured in a 2X1 twill weave from a combination of 200 denier filament NOMEX® fiber and colorfast producer dyed NOMEX® ring spun fibers. The high filament yarns, with superior wicking characteristics, shall represent no less than 60% of the face cloth's composition, and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face, and promote superior moisture management within the microclimate of the garment. The Glide™ face cloth shall be quilted to one layer E-89™ spunlace aramid (85%NOMEX®/15% KEVLAR®) weighing approximately 2.3 oz./sq. yd. and one layer of apertured (11-13 apertures/sq. inch)

E-89™ spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd. both layers shall be treated with a Teflon® finish to promote minimal moisture stored in the garment microclimate as well as promote rapid drying (Total weight +/- 7.3 oz./sq. yd.).

MOISTURE BARRIER: CROSSTECH® BLACK (Type 2F): NOMEX® substrate laminated to a lightweight breathable, Teflon membrane; weighing 5.0 oz./sq. yd.

The liner shall have one 8.5" x 8.5" internal pocket which shall be made of black outer shell material. The liner pocket shall be located on the left side of coat liner.

Quilt Thermal Liner Construction: The moisture barrier shall be sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 2" from the hem.

MOISTURE BARRIER/THERMAL LINER ATTACHMENT: Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a brass zipper and two snaps down each front facing, hook and loop shall also be located around the entire neck opening. In addition, there will be a snap for alignment along the bottom of the liner, and one snap and hook and loop at each sleeve end.

All moisture barrier seams shall be sealed as required by NFPA 1971.

Reflective Trim

All trim shall be sewn with four rows lockstitch 301, minimum six stitches/inch for most secure trim attachment.

Ventilated Trim shall be of 3" Scotchlite II (triple trim) of lime/yellow perforated with 0.08 mm holes (114 per square inch) to provide a conduit for the release of vapor that can occur when moisture is heated and the trim compressed.

Viz-a-V™ Pattern: One 3" strip shall be set full circumference at the bottom sweep of the outer shell; one 3" strip shall be set around each sleeve approximately 2" from bottom of sleeve cuff; one 3" strip shall be set full circumference at the chest; one 3" strip shall be set around each sleeve just above the elbow; two 3" V shaped vertical strips shall be set at an angle from hem trim to back chest trim of the coat.

Coat Collar

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the moisture barrier/thermal liner shall be attached to the facings at the front closure of the outer shell. The neck of the moisture barrier/thermal liner shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings along the neck between the armholes. Liner shall have a 2" wide, 2-ply CROSSTECH®/NOMEX® pajama check extension sewn the full length of the neck. FR loop, 3/4" wide, shall be sewn on extension to tuck into pleat in outer shell collar.

COLLAR: The collar shall be of three piece contoured 4-layer configuration such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar shall be fully lined with one layer of Gore RT7100™ PTFE moisture barrier material and two layers of 1.5 oz. apertured E-89™ thermal liner. The collar shall provide proper interface with liner to insure no moisture penetration through the collar seam to inside of coat.

The collar shall be contoured and shall completely cover the neck and throat area when in the raised position. Raised height shall be approximately three inches with a contoured overlap at the front of the coat. Collar closure shall be provided by FR hook and loop 1.5" x 4", with hook portion sewn on right side of collar, and loop portion sewn on left, set horizontal. Collar shall be of such design so as not to interfere with SCBA facemasks, nor helmet.

When examined prior to donning, the turned up collar shall completely wrap around the front of the neck opening such that left and right collars touch or overlap to maximize facial protection. The three piece contoured 4-layer collar shall be sewn with a pleat on the innermost layer. Pleat shall have 3/4" FR hook sewn on the underside to engage the moisture barrier extension on the liner.

Throat Tab

The throat strap shall be of 4-layer configuration providing continuous thermal and moisture protection around the neck and face. The throat strap shall be mounted to the outer shell collar to ensure that when the coat is closed and the collar is raised, the throat strap shall prevent any opening between the left and right collar. To ensure this protection, the inside of the throat strap shall be fully lined with one layer of Gore RT7100™ PTFE moisture barrier material and two layers of 1.5oz apertured E-89™ thermal liner. The outer most layer of the throat strap shall be outer shell material. The innermost layer facing the wearer's body shall be outer shell fabric.

The throat strap shall be mounted to the outer shell collar 3.5" back from the collar facing and shall be not less than 11" long and 4" wide, contour shaped to be compatible with the SCBA facemask and secured in the stowed position with 2"x 2" FR loop on the right outside of the collar. 2" x 2" FR hook shall be sewn to the end of the throat strap and 2"x 3" corresponding FR loop shall be sewn to the outer shell material on the left side of the collar to provide maximum adjustment when wearing an SCBA breathing apparatus mask. The throat strap will close from the right to the left.

Hanger Loop

An external hanger loop constructed of a double layer of outer shell material and reinforced with two 42-stitch bartacks shall be provided on the outside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for one minute.

Coat Inner Yoke Reinforcement

A layer of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to araflo/E-89™ (total weight +/- 6.0-6.8 oz./sq. yd)) shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams 7" down, over the tops of shoulders and down the front approximately 4" ending at the armhole.

Coat Shoulder Reinforcement

A 4" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outer shell material for abrasion resistance and thermal protection.

Coat Elbow Reinforcement

The sleeve shall have an insert throughout all layers that shall provide a natural bend in the sleeve. This elbow shall include cut outs, shaped pieces, and darts to create free movement with few restrictions.

Detailed Description / Specification

The insert shall consist of polymer gold coated aramid for abrasion resistance and thermal protection.

Coat Cuff Reinforcement

The extended cuff of the sleeve shall be reinforced with a binding of outer shell material not less than 3" in total width for abrasion resistance and thermal protection. One leather tab with female snap fastener shall be set in the cuff to attach outer shell to liner.

Coat Wristlets

An internal wristlet shall consist of a 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex for superior recovery. Wristlet to be combination of natural and bronze colors producer dyed by DuPont, and with extremely durable Teflon® water resistant alloy not less than 8" extending completely over the palm with a thumbhole preventing the wristlet from sliding back. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

Waterwells - Ever-Dri

A combination Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to araflo/E-89™ (total weight +/- 6.0-6.8 oz./sq. yd)) and one layer of breathable CROSSTECH® BLACK (Type 2F) moisture barrier leader shall be more than 1" back from the combination liner sleeve end. This leader shall be approximately 4" in length and end with a gathering of 1" elastic. This sleeve well shall prevent water and hazardous materials from entering the sleeve when arms are in a raised position.

The combination liner sleeve ends shall be inserted into the outer shell sleeve ends by means of lining up the snaps then attaching the FR loop fastener of the combination liner sleeve end with the FR hook fastener of the outer shell cuff. This method of combination liner attachment shall prevent any gaps from occurring between the combination liner and sleeve well during a full range of motion. The combination liner shall extend to within 1" of the sleeve end.

Coat Closure System

THERMAL FRONT PANEL CONSTRUCTION: There shall be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric extending from collar to hem.

COAT FRONT CLOSURE DESIGN: The complete outer shell coat front closure design shall consist of a **FRONT CLOSURE SYSTEM** completely protected by an **OUTSIDE STORM FLAP** which shall have its own, independent **STORM FLAP CLOSURE SYSTEM**.

STORM FLAP: A storm flap measuring not less than 2.5" wide, nor less than 22" in length shall be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap shall be Gore RT7100™ PTFE moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.

FRONT/STORM FLAP CLOSURES: The front closure shall consist of a thermoplastic zipper with a 1 3/4" polymer coated aramid tab added to the left bottom for fast closure and exit. The storm flap closure shall consist of double-stitched 1" wide FR hook and loop attachment with FR hook fastener sewn on the left front of the coat, and corresponding FR loop fastener sewn on the inner side of the outer storm flap. The hook and loop closure shall extend the full length of the outer storm flap eliminating all exposed frontal hardware.

Coat Options

Coat options listed below:

- Mic Tab-There shall be a 1" x 3" self fabric mic tab w/ Poly-coated aramid inside- mic tab bartacked to the shell on each end.
- Item Location for Above- Shall be located on the left chest above radio pocket
- Mic Tab-There shall be a 1" x 3" self fabric mic tab w/ Poly-coated aramid inside- mic tab bartacked to the shell on each end.
- Item Location for Above-Shall be located on the right chest 1" above flashlight snap-hook.

Flashlight Strap

There shall be a 1 1/4"x7" self fabric flashlight holder x-stitched to outer shell of coat. Strap shall have 1"x 2" hook applied to one end of the strap and 1"x2" loop applied to opposite end of strap. There shall be a 703 hook applied to outer shell 5" above the self fabric strap. It shall be

securely fastened to the coat by means of a self fabric strap looped through the end of the hook and riveted to the outer shell.

Item Locations

- **For Above Flashlight Strap-** Shall be located on right chest
- **Emblem-**There shall be a 2"x3" American Flag patch, with stars in the upper left corner, sewn to the coat.
- **Item Location for Above-**Shall be located on the radio pocket flap
- **Sewn On Lettering-**There shall be 3" lime yellow Scotchlite letters, sewn-on 5" above the hem trim on the coat back; to read - MCFR.

Liner Inspection System

COAT LINER INSPECTION SYSTEM: There shall be an opening located on the coat liner approximately 11" in length at the center back of the neck separating the thermal barrier and moisture barrier. This opening will provide the ability to completely invert the coat liner to properly view the integrity of the entire liner system. There shall be one piece .75"x 4" FR loop sewn to the back side of the liner system with a corresponding piece of .75"x 4" FR hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

Coat Pockets

Coat pocket specifications listed below

Turn-Out Pockets

9" x 9" Semi-bellow and handwarmer pocket combination that expands by means of side and bottom gussets to a thickness of 2" in back only and 0" in front. The pocket shall be set at the bottom of the coat hem and reflective trim shall be set on each pocket.

There shall be a 6" opening on the rear side of the bellow of the pocket

Semi Bellow pocket shall be lined with KEVLAR® twill.

Handwarmer pocket shall be lined inside with Semper Dri™ thermal liner material and have a KEVLAR® twill backer.

Pocket and flap shall be set with stitch 301, seam Ssb-2 with each corner of pocket opening and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

Each pocket flap shall measure 10" wide by 3" high in front and 5" high in rear. Each flap shall incorporate a 1" by 2" polymer coated aramid pull tab for easy opening. The corner under this tab shall be reinforced for stability.

A hook and loop closure system shall be set with two pieces of 1.5" x 3" loop fastener set horizontally on the outside edge of the pocket opening with corresponding 1.5" x 3" hook fastener set vertically on the underside of the flap. **Item Location** shall be located on left and right of the front bottom.

Turn-Out Pockets

One 3.5" wide x 9" deep full bellows radio pocket that expands by means of side and front gussets to a thickness of 2" in front and back.

Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with a minimum 42-stitch bar tack. A brass eyelet shall provide drainage of moisture.

Pocket flap shall be 4.5"x 5".

Pocket shall be fully lined all 3 sides inside pocket with polycotton lining.

Pocket flap shall close to the pocket top using 1 piece of 1"x 2" loop on pocket horizontally and 1 piece of 1"x 2" hook on flap vertically. **Item Location** shall be located on the left side of the chest.

13. JANESVILLE® V-FORCE® HIGH-BACK PANT

Pant Model / Design

PANT CONSTRUCTION: The pant shall have a low rise waist V-Fit™ design with five inch high back panel with hook and loop for support panel of V-Back™ suspenders (required with these pants).

EXTENDED BACK PANEL: A back panel shall be constructed of (2) layers of outer shell material, (1) middle layer of moisture barrier material and (1) layer of thermal liner material. One piece self fabric flap 9" wide x 5" high with 5" x 9" hook to attach suspenders. This panel shall be stitched to the perimeter of the outer shell and shall measure 10" across the top, 19"

across the bottom (being graded for waist size), and extend 5" above the pant waist with 5" x 9" loop. See V-Back™ suspender specification.

WAISTBAND: The waist of the pants shall be reinforced on the inside with 1-ply of outer shell material not less than 1.5" in width. The pant waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell.

MISC. Pant Options

Two-2" wide self material suspender tabs with snaps shall be attached to waist front for suspender attachment.

Pant Outer Shell Material

The outer shell shall be constructed of +/- 7.25 oz./sq. yd. 40% PBI®/60% KEVLAR® highly constructed ripstop weave with extremely durable FPE water resistant Teflon® FPE alloy reinforced with a matrix of 600 denier filament Kevlar® cables. Color shall be natural (gold).

Pant Liner & Moisture Barrier

THERMAL LINER: The thermal liner shall be comprised of Glide™ 100% NOMEX® high-lubricity, stress reducing, filament/spun face cloth weighing 3.5 oz/sq/yd, manufacturd in a 2X1 twill weave from a combination of 200 denier filament NOMEX® fiber and colorfast producer dyed NOMEX® ring spun fibers. The high filament yarns, with superior wicking characteristics, shall represent no less than 60% of the face cloth's composition, and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face, and promote superior moisture management within the microclimate of the garment. The Glide™ face cloth shall be quilted to one layer E-89™ spunlace aramid (85%NOMEX®/15% KEVLAR®) weighing approximately 2.3 oz./sq. yd. and one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd. both layers shall be treated with a Teflon® finish to promote minimal moisture stored in the garment microclimate as well as promote rapid drying (Total weight +/- 7.3 oz./sq. yd.).

MOISTURE BARRIER: CROSSTECH® BLACK (Type 2F): NOMEX® substrate laminated to a lightweight breathable, Teflon membrane; weighing 5.0 oz./sq. yd.

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. To deter the wicking of moisture up the thermal liner leg the bottom nine inches of each thermal leg shall be constructed of Semper Dri (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to one layer E-89™ spunlace aramid 85%NOMEX®/15% KEVLAR® weighing approximately 2.3 oz./sq. yd. with a Teflon® finish and one layer of apertured (11-13

apertures/sq. inch) E-89™ spunlace aramid 85% NOMEX®/15% KEVLAR® weighing approximately 1.5 oz./sq. yd. with a Teflon® finish. (Total weight +/- 6.8 oz./sq. yd.)). The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. For added thermal protection to the knee, an additional layer of 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner at the knee.

Quilt Thermal Liner Construction: The CROSSTECH® BLACK (Type 2F) moisture barrier shall be sewn to the thermal liner at its perimeter. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 3" from the cuffs.

Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Nine evenly spaced snaps shall secure the liner to the integral waistband; Two snaps shall be set in leather leg tabs at each leg end.

Reflective Trim

All trim shall be sewn with four (4) rows lockstitch 301, minimum (6) stitches/inch for most secure trim attachment. Ventilated Trim shall be of 3" Scotchlite II (triple trim) of lime/yellow perforated with 0.08 mm holes (114 per square inch) to provide a conduit for the release of vapor that can occur when moisture is heated and the trim compressed. Pant trim shall be applied as follows: (1) strip set full circumference around the bottom of the cuff 3" from the bottom cuff.

Pant Fly Closure

STORM FLY/CLOSURE: The outer shell shall have a sewn on overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a 42 stitch bartack.

The storm fly shall be held closed along its length by means of a double-stitched hook and loop fastener closure 1.5" minimum width, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. Additionally, one snap shall be positioned at the inside top of the fly. Pant closure shall be provided by a thermo plastic zipper.

The storm fly shall be outer shell material, lined with a 4." strip of CROSSTECH® BLACK (Type 2F) moisture barrier material.

THERMAL FLY ASSEMBLY: A 3/4" wide x 9" long loop fastener shall be sewn to the moisture barrier/thermal liner to engage corresponding hook fastener on the underside of the outside storm fly and facing.

WAISTBAND: The waist of the pants shall be reinforced on the inside with one ply of outer shell fabric material not less than 1.5" in width. The pant waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell.

Take Up Straps

There shall be two waist straps sewn and bar tacked 2 ½" down from the top of the waistband. One strap shall be installed on the right side and one on the left side constructed out of one piece of shell material folded to two layers and sewn to form a 1/2" wide strap. Each strap shall be a minimum of 8 ½" in length. These take-up straps shall have a 5/8" nickel plated postman style slide buckle which shall be attached by a piece of shell material six (6) inches in length folded to form two layers. The strap is sewn to form an attachment strap approximately three (3) inches in length designed for quick take-up adjustment.

Pant Knee Reinforcement

The knee shall have an insert throughout all layers that shall provide a natural bend in the leg. This knee shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of gold polymer coated aramid for abrasion resistance and thermal protection. For added thermal protection, an additional layer of uninterrupted 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

In addition to reinforcement, knees shall be padded using one layer of uninterrupted 1/8" thick, fire retardant closed-cell foam. This reinforcement material shall be oriented between the outer shell and knee insert reinforcement.

Pant Knee Reinforcement

The knee shall have an insert throughout all layers that shall provide a natural bend in the leg. This knee shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of gold polymer coated aramid for abrasion resistance and thermal protection. For added thermal protection, an additional layer of uninterrupted 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner. In addition to reinforcement, knees shall be padded using one layer of uninterrupted 1/8" thick, fire retardant closed-cell foam. This reinforcement material shall be oriented between the outer shell and knee insert reinforcement.

Pant Cuff Reinforcement

The cuff area of the pant shall be reinforced with a binding of outer shell material not less than 2" in total width for greater strength, abrasion resistance, and thermal protection. In addition a 3" x 3 ½" piece of reinforcement material shall be sewn on the inseam area of the pant leg above the

pant cuff and below the pant trim, in order to provide extra abrasion protection. The material used on the kick shield shall match the material used on the pants cuffs.

MISC. Pant Options

The back portion of the cuff will gradually curve upward from each side seam to a maximum of 2" at the center back of the pant leg to prevent wear on the back of the cuff

Leg Tabs

2 Leather leg tabs 3/4" wide x 1 3/4" long with female snaps. Bartacked 2" up from bottom edge on inside. (1 on inseam 1 on outseam)

Pant Options

Liner Inspection System

PANT LINER INSPECTION SYSTEM: There shall be an opening located on the pant liner system to the right side of the waist separating the thermal barrier and moisture barrier, approximately 10" in length. This opening will provide the ability to completely invert the pant liner to properly view the integrity of the entire liner system. There shall be a piece of 1" x 3" FR loop sewn to the moisture barrier 3" over from beginning of opening and a corresponding piece of 1" x 3" FR hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

Pant Pockets

Turn-Out Pockets

9" x 8" semi-bellows pocket that expands by means of side and bottom gussets to a thickness of 2" in back only and 0" in front. A 2" pleat set vertically in center of pocket allows for easy expansion of pocket when needed.

Pockets shall be fully lined all sides with KEVLAR® twill.

Pockets and flaps shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

Each pocket flap shall measure 10" wide x 3" high in front and 5" high in rear. Each flap shall incorporate a 1" x 2" polymer coated aramid pull tab for easy opening. The corner under this tab shall be reinforced for stability.

A hook & loop closure system shall be set with two (2) pieces of 1.5" x 3" loop fastener set horizontally on the outside edge of the pocket opening with corresponding 1.5" x 3" hook fastener set vertically on the underside of the flap.

Item Location shall be located on each thigh.

14. SUSPENDERS

SCOPE

A highly engineered 40" red suspender designed for greater range of mobility and reduced stress allowing for three points of attachment to Highback pants with hook and loop in back and snap attachment in front.

DESIGN

Two 12" front pull straps shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through 2" metal loops and secured with a two-needle lock-stitch at one end. A black military finish steel double dee ring shall be fed through the webbing. The other end of the webbing shall be fed through a 2" wide thermo-plastic dee ring and secured with a two-needle lock-stitch. The dee ring shall function as a pull strap for easily adjusting the suspenders for proper fit.

Two 1" shoulder straps shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through the top half of the steel double dee ring and secured with a two-needle lock-stitch. The top of each strap shall be secured to the V-shaped shoulder pad with two-needle lock-stitch and two 42-stitch bartacks. Two 6" back straps made of 2" wide elastic webbing shall be joined with two-needle lock-stitch at the bottom of each V-shaped shoulder pad. The end of each back strap shall be single-needle lock-stitch to a 8" wide by 4" high hook and loop panel for securing to pants back panel.

Shoulder pads shall be constructed of two layers of 1/8" thick, fire retardant closed-cell foam encapsulated in 7.5 oz. Black NOMEX®. Each shoulder pad shall be 3" wide and 12" long ending in a 4" high back reinforcement pad.



CERTIFICATE OF LIABILITY INSURANCE

MUNIC-1 OP ID: BK

DATE (MM/DD/YYYY)
05/08/12

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 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).

PRODUCER OLW 605 E. Robinson St., Suite 320 Orlando, FL 32801 Matthew West	407-425-3411 407-843-2632	CONTACT NAME: Melinda Cerio PHONE (A/C, No, Ext): 407-425-3411 FAX (A/C, No): 407-843-2832 E-MAIL ADDRESS: mcerio@olwinc.com
INSURED Municipal Equipment Co, LLC Bob Fenneman 2049 West Central Boulevard Orlando, FL 32805		INSURER(S) AFFORDING COVERAGE INSURER A: Maxum Indemnity Company INSURER B: The Hartford INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 26743 38281

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

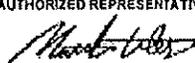
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	GLP600903904	02/14/12	02/14/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & AOV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMPROP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY		21UECKK6978	02/14/12	02/14/13	Emp Ben. \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED	RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	21WBCVX2986	05/22/11	05/22/12	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)					OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Marion County Board of County Commissioners has been added as additional insured with respect to General Liability RE:RFP 12B-022 Bunker Gear personal Protective Equipment. "30 DAY CANCELLATION NOTICE."
 "10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM"
 Fax: 352-671-8451

CERTIFICATE HOLDER

CANCELLATION

PROCURE Marion County Procurement Services Director Attn: Kelly Zisa 2611 SE Third Street Ocala, FL 34471	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 
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Marion County
Board of County Commissioners

Procurement Services

2511 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

**Request for Proposals for:
Bunker Gear - Personal Protective Equipment
RFP 12P-022**

Dear Vendor,

Thank you for your interest in doing business with the Marion County Board of County Commissioners. Currently, we are requesting proposals from firms with experience in this area to provide support for the County's Fire Department. Listed below is pertinent information regarding this Request for Proposals:

Due Date: **November 16, 2011 - 3:00PM** at the
Marion County Procurement Services Department
2511 SE Third St, Ocala, Fl 34471

Last Date for Questions: November 10, 2011 - 12:00PM (noon)

Contract Period (if applicable) The selected firm(s) shall contract with Marion County for a ten (10) year term. There shall be no renewals to the contract.

It is the responsibility of contractors who receive this Solicitation from sources other than Marion County or DemandStar to contact the Procurement Services Department prior to the due date to ensure any updates/addenda are received in order to submit a responsible and responsive offer. Not submitting a complete and accurate document may deem the offer non-responsive and have your submittal rejected.

Please direct any questions regarding these documents to the Marion County Procurement Services Department in writing, to (352) 671-8451. We look forward to working with you.

Sincerely,

Kelly Zisa
Procurement and Contract Analyst

"Meeting Needs by Exceeding Expectations"

**Bunker Gear - Personal Protective Equipment
RFP 12P-022**

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Bunker Gear - Personal Protective Equipment RFP 12P-022

PART 1 INTENT AND GENERAL INFORMATION

1.1 REQUEST FOR PROPOSALS:

The Marion County Procurement Services Department on behalf of the Board of County Commissioners is soliciting letters of interest and statements of qualifications to provide Bunker Gear - Personal Protective Equipment. The County of Marion expects interested individuals and firms will make every effort to assemble a team with the requisite expertise and qualifications to supply the product or services. Marion County believes hiring done through this contract should, to the maximum extent, be offered to citizens within its boundaries who are unemployed or seeking work for the first time. To that extent, the firm awarded business under this contract will be contacted by the Workforce Connection, our regional workforce development board, to discuss hiring through its staff and services. Your participation with Workforce Connection is not required as a condition of award, but rather an opportunity for greater support for the community and your firm in hiring assistance.

1.2 HOW TO SUBMIT A REQUEST FOR PROPOSALS:

An **original** and **five (5)** copies (for a total of **six (6)** copies) of each hardcopy, and **one (1) electronic copy** of the entire proposal on a disc, including any samples, literature or other inclusions, with all required documents having authorized signatures; itemized and included herein, all must be received in a sealed package prominently marked on the outside with the contact's name, phone number, fax number, e-mail address (if applicable), company name, address along with the project title: **RFP 12P-022 - Bunker Gear - Personal Protective Equipment**

DEADLINE for receipt of submittals in response to this Request for Proposals is listed on the Invitation's Cover Page. Submittals should be mailed or hand delivered to: **Marion County Procurement Services Department, 2511 SE Third St, Ocala, Florida 34471**. Submissions by fax or other electronic media will not be accepted *under any circumstances*. Late submissions will not be accepted, but will be returned to the sender, unopened, at the sender's expense.

A Selection Committee approved by Administration, and made up of County staff will evaluate and score the proposals according to the criteria outlined in the RFP. To ensure fair consideration for all proposers, The County prohibits communication to or with any department, bureau or employee during the submission process, except as provided in this section. Additionally, the County prohibits communication initiated by a proposer to **any** County Official or employee evaluating or considering the proposals (**up to and including the County Administrator or Board of County Commissioners**) before the time an award decision has been made. Any communication between proposer and the County will be initiated by the Procurement Services staff in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

A Pre-Proposal Conference has been scheduled with the date and time is listed on the Invitation's Cover Page. Sub-contractors and suppliers are not required to attend or sign in, but may. Attending the Pre-Proposal Conference is strongly recommended as the project's scope of work, procedures and specifications will be discussed at this time. All questions must be received by the date indicated on the Initiation's Cover

Page and will be considered. Questions will not be answered over the phone; they must be submitted in writing and faxed to (352) 671-8451, attention Kelly Zisa.

1.3 DOCUMENTS REQUIRED:

§119.01, F.S., the Public Records Law. Florida law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the County in connection with any solicitation response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or thirty (30) days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in §119.01, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The County's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the County and the County's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the County's treatment of records as public records.

§286.0113, F.S. Provides that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. Neither bidders, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings are subject to disclosure at the time of an intended award decision or within thirty (30) days of the bid or proposal opening, whichever is earlier.

The following documents and forms must accompany each offer or alternate offer submitted. Items marked with an asterisk (*) are included with this package. A submittal returned without these documents may deem the offer non-responsive. Marion County reserves the right to request additional information from any vendor prior to award.

Table of Contents – The Table of Contents should outline in sequential order the major areas of the submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

Executive Summary – Provide a brief summary describing the firm's ability to perform work requested in this Solicitation, a history of the firm or the firm's principals' background and experience providing services, the qualifications of the firm's personnel to be assigned to this project, the subcontractors, subconsultants, and/or suppliers. This summary should be brief and concise to apprise the County of the basic services offered, experience and qualifications of the firms, staff, subcontractors, subconsultants, and/or suppliers.

Contents of Statements of Qualification – Submittal must provide documentation that demonstrates the ability of the firm to satisfy all of the minimum qualifications requirements. Firms which do not meet the minimum qualification requirements or which fail to provide supporting documentation and/or affidavits as specified herein will be deemed non-responsive. Each submittal shall contain a Statement of Qualifications. The Statement of Qualifications shall include the information required below.

- **Technical Information** - Describe the approach to organization management and the responsibilities of the management and staff personnel that will perform work on the Project; describe method employed to ensure prompt service, customer satisfaction, prompt compliant resolution, effective employee performance and training, and timely initiation and completion of all work.
- **Experience, Past Performance, Financial Capabilities, and Litigations** - State the number of years that the firm has been in business, the number of years in business operation under the firm's current business name. Any business owner who previously operated a business under another name must

include a description of the previous business. Failure to include such information may be deemed by the County as intentional misrepresentation, and may render the submittal non-responsive.

- Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the firm or its principals is either performing or has completed within the last five (5) years. Describe the firm's qualifications and experience in the management of comparable projects in size and scope. The specific role of the firm in any project, which is referred to with regard to the firm's experience, shall be described in detail. This information must include:
 - The client name, address, telephone number and the name of a contact person.
 - A description of the performed Work
 - The contract period and duration
 - A statement or notation as to whether the Firm was a prime Consultant or supplier.
 - The result of the project
 - List any and all contracts the Firm or its principals have performed for the County.
 - List all current projects and projected completion dates.
- Describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Firm, any of its employees, subcontractors is, or has been involved within the last three (3) years. **ACQUISITION REGULATION - REQUIRED**
- List names and addresses of all first tier subcontractors or suppliers, who will perform and/or provide services for the project.

Request for Proposals Certification and Addenda Acknowledgment – must be signed.

Disclosure of Subcontractors and Suppliers Submittals must include a list of sub-contractors to be utilized for this project. The County reserves the right to accept or reject any sub-contractor based on past performance, location, or any other grounds that may conflict with the best interests of Marion County Board of County Commissioners.

Drug Free Workplace Certificate – A sworn, notarized Drug Free Workplace Certificate must accompany each offer.

Document Checklist - Must be signed by a member of the firm, responsible for the submittal.

Proof of Insurability - as noted in Section 1.5. Insurance Certificate noting Marion County as Additional Insured is REQUIRED within ten (10) days of notification of award, and prior to contract execution.

1.4 PROPOSAL SPECIFICATIONS:

- ***Vendor Information Page** – This is to be used as the first page of the RFP. This form must be fully completed and signed by an authorized officer of the firm submitting. If a professional cover page is used, this Cover Page shall be immediately behind it.
- **W-9**- Vendor will be required to submit a completed W-9 form with the solicitation.
- **One (1) Original Document** – shall have original signatures and be clearly noted as **ORIGINAL** on the outer cover. *Duplex printing is encouraged whenever appropriate for the submittal.*
- **Plus five (5) Complete Copies of Original Document** – (copies of original submittal including any additional materials/enclosures provided) clearly noted **COPY** on the cover. *Duplex printing is encouraged whenever appropriate for the submittal.*
- **Plus one (1) Complete Electronic Copy of Original Document** – one (1) CD (or thumb/jump drive) shall be provided which includes all required documents, but shall exclude any company financial information if applicable to this project. When required, financial information must be sent separately in a sealed envelope and marked “NOT PUBLIC RECORD.” *The entire proposal shall be in a single document, in a .pdf (portable document format) file type.* The CD shall be labeled with the firm name, solicitation number, and packaged in a paper or vinyl sleeve ONLY.
- **Page Limit** – None, if not otherwise specified herein this document.
- **Page Size** – 8 ½ x 11; oversized or pullout pages must be folded down to meet this size.

- **Binding** – shall be neat and appropriate for the document's thickness. **NO 3-RING BINDERS.**

1.5 **INSURANCE REQUIRED:**

Certificate of Insurability:

The (Other Party) shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+, showing the "Marion County Board of County Commissioners" as an Additional Insured. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30 day cancellation notice to that address, and the County shall be notified if any of the policy limits has eroded below one half its annual aggregate. *The submittal shall contain proof of insurability for the required insurance(s) including, but not limited to:*

- **Workers Compensation Insurance** for all employees of the vendor as required by Florida Statute 440, and Employer's Liability limits of not less than \$1,000,000 per accident.
- **Commercial General Liability Insurance** on a comprehensive basis in an amount not less than \$1,000,000 per occurrence, and \$1,000,000 annual aggregate, the County of Marion must be shown as an additional insured.
- **Business Auto Liability** shall be provided by the CONSULTANT with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles.

Questions with regard to reduction in limits or exemption for these limits must be submitted to Procurement Services, on or before the Last Day for Questions as indicated on the Solicitation's Cover Page. Such requests must be justified, with suggested limits addressed for each insurance type. Requests will be reviewed, and are subject to approval in accordance with Marion County's Risk and Benefit Services policies and guidelines. Any modifications to the above stated limits will automatically reduce the contract term to one (1) year, with any remaining possible renewal options reviewed on an annual basis, and subject to the Risk and Benefit Services Manager, County Administrator or Board of County Commission Chairman, and County Attorney's approval.

1.6 **AWARD**

- Any award as a result of this solicitation is subject to contract based on the sample attached herein, issued by the Marion County Board of County Commissioners, unless specifically addressed in writing. The Contract may be used in conjunction with a purchase order or purchasing card as determined in the best interest of the County.

GENERAL CONDITIONS

PUBLIC ENTITY CRIME: 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 Request for Proposals (RFP) on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit an RFP 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 for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION : The Contractor agrees to indemnify and hold harmless Marion County and its elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the firm.

PROHIBITION OF LOBBYING: Except as expressly set forth in subsection 2-245(11) of the Procurement Manual, during the blackout period which is, the period between the time the authorization for invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, are received at the county Procurement Services department, or given verbally by director of the board or administration, and the time the board awards the contract. No proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, either any member of the board, or any county employee other than the Procurement Services department staff. Violation of this provision may result in disqualification of violating party.

ANTI TRUST LAWS: By submission of a signed RFP, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of the Marion County Board of County Commissioners at the time of the RFP, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the Proposal/Contract Documents. Any inquiry or request for interpretation received by the Marion County Procurement Services Department before the date specified within this document will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre- Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided therefore on the RFP Acknowledgment Form. In case any Offeror fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his offer will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP and each Offeror will be bound by such addenda, whether or not received by him. It is the responsibility of each Offeror to verify that he has received all addenda issued before the RFP is opened.

In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP Contract are to be considered as approximate only and are to be used solely for the comparison of offers received. The COUNTY and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other RFP Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal,

state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of an RFP, will be available for public inspection ten days after opening of the RFP or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFPs must make an appointment by calling the Marion County Procurement Services Department at (352) 671-8444. All RFPs submitted in response to this solicitation become the property of the County. Unless information submitted is proprietary, copy written, trademarked, or patented, the County reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP, in its best interest.

TAXES: The Marion County Board of County Commissioners, Florida, is exempt from sales and excise taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Offer in connection with the work for which their Offer has been submitted; or to refrain from making an offer in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP or of any other Offeror, or to fix any overhead, profit, or cost elements of the offered price or the offered price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Offeror, or any person interested in the proposed work.

OFFEROR RESPONSIBILITY: Invitation by the County of Marion to vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State and County law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Marion County Board of County Commissioners. Reference to literature submitted with a previous RFP will not relieve the Offeror from including any required documents with this RFP.

EXAMINATION OF RFP DOCUMENTS: Each Offeror shall carefully examine the RFP Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Procurement Services Department will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Offerors shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, reserves the right to reject any and/or all submittals, reserves the right to waive any informalities or irregularities in the examination process, and reserves the right to award contracts and/or in the best interest of the County. Submittals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive. The County reserves the right to reject any or all submittals without cause. The County reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Board of County Commissioners of Marion County, or who has failed to perform faithfully any previous contract with the County or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Atomic time is hereby established as the Official Time for Marion County Solicitations. All times stated in bids, quotes, RFPs, RFPs and any other solicitation generated by the Marion County Procurement Services Department will refer to atomic time.

PREPARATION OF OFFERS:

Signature of the Offeror: The Offeror must sign the RFP Acknowledgment in the space provided for the signature. If the Offeror is an individual, the words "doing business as _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the firm name and the words, "Member of the Firm" should be written beneath such signature. If the Offeror is a corporation, the title of the officer signing the RFP on behalf of the corporation must be stated and evidence of his authority to sign the RFP must be submitted. The Offeror shall state in the Offer the name and address of each person interested therein.

OBLIGATION OF WINNING VENDOR: The contents of the RFP of the successful Vendor will become contractual obligations if acquisition action ensues. Failure of the successful Vendor to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as Marion County may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The County reserves the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The County of Marion shall not be obligated or be liable for any costs incurred by Offeror prior to issuance of a contract. All costs to prepare and submit a response to this RFP shall be borne by the Offeror.

TIMELINESS: All work will commence upon authorization from the County's representative (Marion County Purchasing Dept). All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

PLANS, FORMS & SPECIFICATIONS: RFP Packages are available from the Marion County Procurement Services Department. These packages are available for pickup or by e-mail at no additional charge. RFP packages will not be faxed. If requested to mail, the Vendor must supply a courier account number (UPS, FedEx, etc). Vendors are required to use the official RFP Forms, and all attachments itemized herein, are to be submitted as a single document. Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting an RFP. Documents for this project are free of charge and are available on-line and are downloadable (vndor must pay any DemandStar fees or any shipping), unless otherwise noted.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original County format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

FUNDING: The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

FOR FEDERAL AND/OR FDOT FUNDING – TITLE VI/

NONDISCRIMINATION POLICY STATEMENT – APPENDIX A:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter,

"USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

THE FOLLOWING CONDITIONS ARE ACKNOWLEDGED AND ACCEPTED BY YOUR SIGNATURE ON THE REQUEST FOR PROPOSALS CERTIFICATION and ADDENDA ACKNOWLEDGMENT

SAMPLE AGREEMENT BETWEEN OWNER AND FIRM

This Agreement, made and entered into XXX, by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and XXX, located at XXX, XXX, possessing FEIN# XXX (hereinafter referred to as the "FIRM") under seal for the XXX, (hereinafter referred to as the "PROJECT"), and the COUNTY and the FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and FIRM (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence upon XX, with substantial completion within XX days.

Section 2 – Scope of Services. As per specifications and requirements of project XXX, the FIRM shall complete the scope of services listed below according to the timeframe as noted herein.

Section 3 – Compensation. The COUNTY shall make payment to the FIRM in the amount of \$XXX upon completion of the services described in Section 2 of this agreement.

Section 4 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the FIRM shall obtain and pay for all licenses and permits, as required to perform the services described in Section 2 of this Agreement. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 5 – Assignment. The FIRM may not subcontract all or any part of this Agreement to without written approval by the COUNTY.

Section 6 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the FIRM'S representatives for notice purposes are:

FIRM:

COUNTY:

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

County Administrator

Procurement Director

Section 7 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 8 – Books and Records. The FIRM shall keep records of all transactions. The COUNTY shall have a right to review such records at the FIRM'S office during normal business hours.

Section 9 – Indemnification. The FIRM shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the FIRM or its employees, officers, or agents in performing the services set forth herein.

Section 10 – Insurance. During the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The FIRM shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The

Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30 day cancellation notice to that address with policies for the following:

Business Auto Liability shall be provided by the FIRM with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.

Worker's Compensation shall be purchased and maintained by the FIRM with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

General Liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by the FIRM for the duration of the project. If the policy is written on a claims-made basis, the FIRM must maintain the policy for a minimum of 5 years following the completion of the project. The County of Marion must be shown as an additional insured.

Professional Liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. The policy must be maintained by the FIRM for the duration of the project. If the policy is written on a claims-made basis, the FIRM must maintain the policy for a minimum of 5 years following the completion of the project.

Section 11 – Independent FIRM. In the performance of this Agreement, the FIRM will be acting in the capacity of an “independent FIRM” and not as an agent, employee, partner, joint venturer, or associate of the COUNTY. The FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the FIRM in the full performance of this Agreement.

Section 12 – Default/Termination. In the event the FIRM fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the FIRM in writing, specifying the nature of the default and providing the FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the COUNTY thereafter may terminate this Agreement upon written notice to the FIRM without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the FIRM only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the FIRM. In the event of termination of this Agreement without cause, the COUNTY will compensate the FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. County shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 13 – Timely Performance. All work will commence upon authorization from the County's representative. All work will proceed in a timely manner without delays.

Section 14 – Damage to Property. The FIRM shall be responsible for all material, equipment and supplies sold and delivered to the Owner under this Contract and until final inspection of the work and acceptance thereof by the Owner. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the FIRM shall replace the same without additional cost to the Owner.

Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of the County for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16 – Use of Other Contracts.

Marion County Board of County Commissioners reserves the right to utilize any County contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. Marion County Board of County Commissioners reserves the right to separately bid any single order or to purchase any item on this solicitation/contract if it is in the best interest of the County.

Section 17 – Miscellaneous. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein:

SIGNATURE PORTION INTENTIONALLY REMOVED FOR SAMPLE DOCUMENT PURPOSES

Bunker Gear - Personal Protective Equipment

RFP 12P-022

PART 2

SCOPE OF SERVICE

2.0 BACKGROUND

Marion County Fire Rescue Department is requesting proposals for personal protective equipment (PPE) for its 500 uniformed employees, specifically Bunker Gear.

The selection process will be completed in three (3) phases. Phase 1 will be the receipt of the proposals and selection of short listed firms. Short listed firms will be required to submit four (4) standard sized sets of bunker gear for field testing purposes. Upon completion of County-testing, the top two (2) firms will be selected for Phase 3 final negotiations.

2.1 MAINTENANCE

Successful Bidder must have manufactured-certified cleaning and repair facility able to do repairs to the gear and warranty work. The cleaning and repair facility must be within 75 mile radius of Ocala, Florida.

2.2 LOANER

Successful bidder must have the ability to deliver within 24 hours loaner gear for emergency use.

2.3 DELIVERY

Delivery will be within 45-DAYS of order placement for normal stock, 30-DAYS for requests for new hires. Loaner gear will be provided at no charge, as needed, for contamination, repair and new hires. All pricing must include freight and delivery charges, FOB, destination (SE Maricamp Road, Ocala, FL).

2.4 PHOTOS

The Proposal shall include full-page, color photographs of the brand of Bunker Gear components being proposed. ***DO NOT include catalogs***, as the Committee is requesting specific call-outs for the items you are offering, and entire catalogs are too bulky and cumbersome for the proposal.

2.5 BRAND NAME/EQUIVALENT

Any brand name material specified can be submitted with an equivalent product based on product standards listed herein. Brand names listed within this document refers to current County materials in use.

2.6 PROTECTIVE CLOTHING SPECIFICATION

The purpose of the clothing is to provide protection during structural fire fighting operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extrication.

1. Standard

All garments produced shall meet or exceed the criteria set forth in the current edition of NFPA 1971

PROTECTIVE CLOTHING FOR STRUCTURAL FIRE FIGHTING, FED-OSHA CFR 1910, Subpart L, OSHA 29 CFR Part 1910.1030 and/or the requirements of CAL-OSHA title 8, Article 10.1, Para. 3406.

All components and composites used in the construction of garments shall be third party tested, certified and listed for compliance to NFPA 1971. The label of the third party tester shall denote certification.

The manufacturer shall be registered to the ISO Standard 9001 to assure a satisfactory level of quality.

2. User Guide Information

Each garment shall include a User Information Guide with information required by NFPA 1971.

This guide shall include:

- a) Pre-use information:
 - Safety considerations
 - Limitations of use
 - Garment marking recommendations and restrictions
 - A statement that most performance properties of the garment cannot be tested by the user in the field.
 - Warranty Information
- b) Preparation for use:
 - Sizing/adjustment
 - Recommended storage practices
- c) Inspection:
 - Inspection frequency and details.
- d) Don/Doff:
 - Donning and doffing procedures
 - Sizing and adjustment procedures
 - Interface issues.
- e) Use:
 - Proper use consistent with NFPA 1500, Standard on Fire Department, Occupational Safety and Health Program, and 29 CFR 1910, 132.
- f) Maintenance and Cleaning:
 - Cleaning instructions and precautions with a statement advising users not to use garments that are not thoroughly cleaned and dried.
 - Inspection details
 - Maintenance criteria and methods of repair where applicable
 - Decontamination procedures for both chemical and biological contamination.
- g) Retirement and Disposal
 - Retirement and disposal criteria and considerations.
- h) Drag Rescue Device (DRD)
 - Use, inspection, maintenance, cleaning and retirement of the DRD.

3. Tracking Label System

There shall be a PDF417, two dimensional bar code label permanently affixed to each garment or tracking purposes. The bar code shall contain a minimum of the following information:

- a. unique serial number
- b. item description (brand, model, material color)
- c. lot information (date of mfg., size, etc.)
- d. material description

e. the standard to which the garment is compliant

The bar code shall be able to withstand customary wash and wear cycles. The PDF417 bar code must incorporate a minimum of a 30% "error correction" capability.

4. Sizes

Coats shall be made available in even chest sizes with corresponding sleeve lengths available in short, regular, and long. Pant sizes shall be made available in even waist sizes with inseam lengths available in extra short, short, regular and long. Male and female sizing available.

5. Warranty

Each garment shall have a limited lifetime warranty against defects in material and workmanship.

6. Composite Performance

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Thermal Protective Performance (TPP) of not less than 38 when tested in accordance with NFPA 1971 standard.

The garment composite, consisting of the outer shell, moisture barrier and thermal liner, shall provide a Total Heat Loss (THL) of not less than 283 when tested in accordance with NFPA 1971 standard.

The Heat Transfer Index rating shall be 25 seconds for the shoulder when measured at 2 psi (pounds per square inch) and 25 seconds for the knee when measured at 8 psi.

7. Stress Points

All outer shell stress points, including top and bottom pocket corners, pocket flap corners, top and bottom of storm flap/fly shall be reinforced using a 42 stitch minimum bar tack.

8. Labeling

Each garment shall have a garment label(s) permanently and conspicuously attached stating at least the following language, as well as detailed warning instructions provided by the manufacturer.

- **DO NOT REMOVE THIS LABEL**
- **THIS GARMENT MEETS THE GARMENT REQUIREMENTS OF NFPA 1971, STANDARD ON PROTECTIVE ENSEMBLE FOR STRUCTURAL FIRE FIGHTING, 2007 EDITION**
- **MADE IN THE U.S.A.**

9. Janesville® V-Force® Coat

a) Coat Model / Design

COAT CONSTRUCTION: The coat is designed of a 3-panel construction in all layers of the innovative V-fit design for optimum comfort and mobility. Sleeves shall be of raglan design.

b) Coat Model / Design

When measured at the center of the back from the collar seam to the hem bottom, the coat shall measure 32" or 35" long male; 29" or 32" long female.

c) Drag Rescue Device

The Fire Fighter Recovery Harness™ shall be constructed of a one and one-half inch wide KEVLAR® strap that shall be installed between the outer shell and the thermal liner. This harness shall have a hand loop (16" in circumference) that exits the outer shell through a 2" polymer coated aramid reinforced slot on the back of the coat just below the collar and is held in place by means of a piece of 1.5" x 2" hook on the strap and a piece of 1" x 2" loop attached to

the outer shell. This strap is then secured under a 2.25" x 5.25" flap that is sewn in at the neck/collar area. Two pieces 1" x 2" loop shall be set vertically on shell to align with two pieces of 1" x 2" hook set vertically to the underside of the flap. The harness is also held in proper alignment by means of a 2" x 2" piece of loop placed on the inside of the outer shell underneath the chest trim that corresponds to a piece of 1.5"x 2" hook located on the harness. Two 1" x 3.5" self-fabric straps with 1" x 2" hook on one end and 1" x 2" loop on other end shall be set to coat in the shoulder cap area to keep straps in proper position for use.

Fire Fighter Recovery Harness™ provides mechanical leverage for dragging a downed and incapacitated structural firefighter from a life-threatening environment. The design of the harness enables the rescuer to drag the downed firefighter in line with the axis of the firefighter's skeletal frame, in order to decrease the risk of further injury.

d) **Coat Outer Shell Material**

The outer shell shall be constructed of +/- 7.25 oz./sq. yd. 40% PBI®/60% KEVLAR® highly constructed ripstop weave with extremely durable FPE water resistant Teflon® FPE alloy reinforced with a matrix of 600 denier filament Kevlar® cables. Color shall be natural (gold).

e) **Coat Liner & Moisture Barrier**

THERMAL LINER: The thermal liner shall be comprised of Glide™ 100% NOMEX® high-lubricity, stress reducing, filament/spun face cloth weighing 3.5 oz./sq./yd, manufactured in a 2X1 twill weave from a combination of 200 denier filament NOMEX® fiber and colorfast producer dyed NOMEX® ring spun fibers. The high filament yarns, with superior wicking characteristics, shall represent no less than 60% of the face cloth's composition, and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face, and promote superior moisture management within the microclimate of the garment. The Glide™ face cloth shall be quilted to one layer E-89™ spunlace aramid (85%NOMEX®/15% KEVLAR®) weighing approximately 2.3 oz./sq. yd. and one layer of apertured (11-13 apertures/sq. inch)

E-89™ spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd. both layers shall be treated with a Teflon® finish to promote minimal moisture stored in the garment microclimate as well as promote rapid drying (Total weight +/- 7.3 oz./sq. yd.).

MOISTURE BARRIER: CROSSTECH® BLACK (Type 2F): NOMEX® substrate laminated to a lightweight breathable, Teflon membrane; weighing 5.0 oz./sq. yd.

The liner shall have one 8.5" x 8.5" internal pocket which shall be made of black outer shell material. The liner pocket shall be located on the left side of coat liner.

Quilt Thermal Liner Construction: The moisture barrier shall be sewn to the thermal liner at its perimeter with the breathable membrane oriented inward toward the thermal liner and away from the outer shell. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 1" from the cuffs and 2" from the hem.

MOISTURE BARRIER/THERMAL LINER ATTACHMENT: Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There shall be a brass zipper and two snaps down each front facing, hook and loop shall also be located around the entire neck opening. In addition, there will be a snap for alignment along the bottom of the liner, and one snap and hook and loop at each sleeve end.

All moisture barrier seams shall be sealed as required by NFPA 1971.

f) **Reflective Trim**

All trim shall be sewn with four rows lockstitch 301, minimum six stitches/inch for most secure trim attachment.

Ventilated Trim shall be of 3" Scotchlite II (triple trim) of lime/yellow perforated with 0.08 mm holes (114 per square inch) to provide a conduit for the release of vapor that can occur when moisture is heated and the trim compressed.

Viz-a-V™ Pattern: One 3" strip shall be set full circumference at the bottom sweep of the outer shell; one 3" strip shall be set around each sleeve approximately 2" from bottom of sleeve cuff; one 3" strip shall be set full circumference at the chest; one 3" strip shall be set around each sleeve just above the elbow; two 3" V shaped vertical strips shall be set at an angle from hem trim to back chest trim of the coat.

g) Coat Collar

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The left and right fronts of the moisture barrier/thermal liner shall be attached to the facings at the front closure of the outer shell. The neck of the moisture barrier/thermal liner shall be secured to the neck of the outer shell collar such that when donning the coat an arm may not be accidentally caught between the outer shell and its inner linings along the neck between the armholes. Liner shall have a 2" wide, 2-ply CROSSTECH®/NOMEX® pajama check extension sewn the full length of the neck. FR loop, 3/4" wide, shall be sewn on extension to tuck into pleat in outer shell collar.

COLLAR: The collar shall be of three piece contoured 4-layer configuration such that when the collar is raised it shall remain standing while providing continuous thermal and moisture protection around the neck and face. To ensure this protection, the two layers of outer shell collar shall be fully lined with one layer of Gore RT7100™ PTFE moisture barrier material and two layers of 1.5 oz. apertured E-89™ thermal liner. The collar shall provide proper interface with liner to insure no moisture penetration through the collar seam to inside of coat.

The collar shall be contoured and shall completely cover the neck and throat area when in the raised position. Raised height shall be approximately three inches with a contoured overlap at the front of the coat. Collar closure shall be provided by FR hook and loop 1.5" x 4", with hook portion sewn on right side of collar, and loop portion sewn on left, set horizontal. Collar shall be of such design so as not to interfere with SCBA facemasks, nor helmet.

When examined prior to donning, the turned up collar shall completely wrap around the front of the neck opening such that left and right collars touch or overlap to maximize facial protection. The three piece contoured 4-layer collar shall be sewn with a pleat on the innermost layer. Pleat shall have 3/4" FR hook sewn on the underside to engage the moisture barrier extension on the liner.

h) Throat Tab

The throat strap shall be of 4-layer configuration providing continuous thermal and moisture protection around the neck and face. The throat strap shall be mounted to the outer shell collar to ensure that when the coat is closed and the collar is raised, the throat strap shall prevent any opening between the left and right collar. To ensure this protection, the inside of the throat strap shall be fully lined with one layer of Gore RT7100™ PTFE moisture barrier material and two layers of 1.5oz apertured E-89™ thermal liner. The outer most layer of the throat strap shall be outer shell material. The innermost layer facing the wearer's body shall be outer shell fabric.

The throat strap shall be mounted to the outer shell collar 3.5" back from the collar facing and shall be not less than 11" long and 4" wide, contour shaped to be compatible with the SCBA facemask and secured in the stowed position with 2"x 2" FR loop on the right outside of the collar. 2" x 2" FR hook shall be sewn to the end of the throat strap and 2"x 3" corresponding FR loop shall be sewn to the outer shell material on the left side of the collar to provide maximum adjustment when wearing an SCBA breathing apparatus mask. The throat strap will close from

the right to the left.

i) **Hanger Loop**

An external hanger loop constructed of a double layer of outer shell material and reinforced with two 42-stitch bartacks shall be provided on the outside of the coat at the collar seam. It shall be designed to provide long service and shall not tear or separate from the coat when the coat is hung by the hanger loop, loaded evenly with a weight of 80 lbs. and allowed to hang for one minute.

j) **Coat Inner Yoke Reinforcement**

A layer of Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to araflor/E-89™ (total weight +/- 6.0-6.8 oz./sq. yd)) shall be positioned between the moisture barrier and thermal liner for extra thermal protection in a high heat and compression area of the coat. It shall be sewn to the inside of the upper back portion of the thermal liner across the upper back from the back shoulder and collar seams 7" down, over the tops of shoulders and down the front approximately 4" ending at the armhole.

k) **Coat Shoulder Reinforcement**

A 4" wide area at the top of the shoulders extending 6" from the collar seam shall be capped with outer shell material for abrasion resistance and thermal protection.

l) **Coat Elbow Reinforcement**

The sleeve shall have an insert throughout all layers that shall provide a natural bend in the sleeve. This elbow shall include cut outs, shaped pieces, and darts to create free movement with few restrictions

m) **Detailed Description / Specification**

The insert shall consist of polymer gold coated aramid for abrasion resistance and thermal protection.

n) **Coat Cuff Reinforcement**

The extended cuff of the sleeve shall be reinforced with a binding of outer shell material not less than 3" in total width for abrasion resistance and thermal protection. One leather tab with female snap fastener shall be set in the cuff to attach outer shell to liner.

o) **Coat Wristlets**

An internal wristlet shall consist of a 2-ply knit of 48% NOMEX®/48% KEVLAR® and 4% Spandex for superior recovery. Wristlet to be combination of natural and bronze colors producer dyed by DuPont, and with extremely durable Teflon® water resistant alloy not less than 8" extending completely over the palm with a thumbhole preventing the wristlet from sliding back. Wristlets shall be double stitched and bound to the moisture barrier/thermal liner providing extended thermal and slash protection.

p) **Waterwells - Ever-Dri**

A combination Semper Dri™ (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to araflor/E-89™ (total weight +/- 6.0-6.8 oz./sq. yd)) and one layer of breathable CROSSTECH® BLACK (Type 2F) moisture barrier leader shall be more than 1" back from the combination liner sleeve end. This leader shall be approximately 4" in length and end with a gathering of 1" elastic. This sleeve well shall prevent water and hazardous materials from entering the sleeve when arms are in a raised position.

The combination liner sleeve ends shall be inserted into the outer shell sleeve ends by means of

lining up the snaps then attaching the FR loop fastener of the combination liner sleeve end with the FR hook fastener of the outer shell cuff. This method of combination liner attachment shall prevent any gaps from occurring between the combination liner and sleeve well during a full range of motion. The combination liner shall extend to within 1" of the sleeve end.

q) **Coat Closure System**

THERMAL FRONT PANEL CONSTRUCTION: There shall be continuous thermal and moisture protection around the entire torso including the storm flap. To ensure this protection, as well as reduce potential for wicking moisture to inside of liner, both right and left inside front facings of the coat outer shell shall incorporate outer shell fabric extending from collar to hem.

COAT FRONT CLOSURE DESIGN: The complete outer shell coat front closure design shall consist of a **FRONT CLOSURE SYSTEM** completely protected by an **OUTSIDE STORM FLAP** which shall have its own, independent **STORM FLAP CLOSURE SYSTEM**.

STORM FLAP: A storm flap measuring not less than 2.5" wide, nor less than 22" in length shall be set on the outside of the right side of the coat opening for maximum thermal protection and clear drainage. The inner lining of the storm flap shall be Gore RT7100™ PTFE moisture barrier meeting all requirements for moisture barriers sandwiched between two layers of outer shell fabric.

FRONT/STORM FLAP CLOSURES: The front closure shall consist of a thermoplastic zipper with a 1 3/4" polymer coated aramid tab added to the left bottom for fast closure and exit. The storm flap closure shall consist of double-stitched 1" wide FR hook and loop attachment with FR hook fastener sewn on the left front of the coat, and corresponding FR loop fastener sewn on the inner side of the outer storm flap. The hook and loop closure shall extend the full length of the outer storm flap eliminating all exposed frontal hardware.

r) **Coat Options**

Coat options listed below:

- **Mic Tab-**There shall be a 1" x 3" self fabric mic tab w/ Poly-coated aramid inside- mic tab bartacked to the shell on each end.
- **Item Location for Above-** Shall be located on the left chest above radio pocket
- **Mic Tab-**There shall be a 1" x 3" self fabric mic tab w/ Poly-coated aramid inside- mic tab bartacked to the shell on each end.
- **Item Location for Above-**Shall be located on the right chest 1" above flashlight snap-hook.

s) **Flashlight Strap**

There shall be a 1 1/4"x7" self fabric flashlight holder x-stitched to outer shell of coat. Strap shall have 1"x 2" hook applied to one end of the strap and 1"x2" loop applied to opposite end of strap. There shall be a 703 hook applied to outer shell 5" above the self fabric strap. It shall be securely fastened to the coat by means of a self fabric strap looped through the end of the hook and riveted to the outer shell.

t) **Item Locations**

- **For Above Flashlight Strap-** Shall be located on right chest
- **Emblem-**There shall be a 2"x3" American Flag patch, with stars in the upper left corner, sewn to the coat.
- **Item Location for Above-**Shall be located on the radio pocket flap
- **Sewn On Lettering-**There shall be 3" lime yellow Scotchlite letters, sewn-on 5" above the hem trim on the coat back; to read - MCFR.

u) **Liner Inspection System**

COAT LINER INSPECTION SYSTEM: There shall be an opening located on the coat liner approximately 11" in length at the center back of the neck separating the thermal barrier and moisture barrier. This opening will provide the ability to completely invert the coat liner to properly view the integrity of the entire liner system. There shall be one piece .75"x 4" FR loop sewn to the back side of the liner system with a corresponding piece of .75"x 4" FR hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

Coat Pockets

Coat pocket specifications listed below

Turn-Out Pockets

9" x 9" Semi-bellow and handwarmer pocket combination that expands by means of side and bottom gussets to a thickness of 2" in back only and 0" in front. The pocket shall be set at the bottom of the coat hem and reflective trim shall be set on each pocket.

There shall be a 6" opening on the rear side of the bellow of the pocket

Semi Bellow pocket shall be lined with KEVLAR® twill.

Handwarmer pocket shall be lined inside with Semper Dri™ thermal liner material and have a KEVLAR® twill backer.

Pocket and flap shall be set with stitch 301, seam Ssb-2 with each corner of pocket opening and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

Each pocket flap shall measure 10" wide by 3" high in front and 5" high in rear. Each flap shall incorporate a 1" by 2" polymer coated aramid pull tab for easy opening. The corner under this tab shall be reinforced for stability.

A hook and loop closure system shall be set with two pieces of 1.5" x 3" loop fastener set horizontally on the outside edge of the pocket opening with corresponding 1.5" x 3" hook fastener set vertically on the underside of the flap. **Item Location** shall be located on left and right of the front bottom.

Turn-Out Pockets

One 3.5" wide x 9" deep full bellows radio pocket that expands by means of side and front gussets to a thickness of 2" in front and back.

Pocket and flap shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with a minimum 42-stitch bar tack. A brass eyelet shall provide drainage of moisture.

Pocket flap shall be 4.5"x 5".

Pocket shall be fully lined all 3 sides inside pocket with polycotton lining.

Pocket flap shall close to the pocket top using 1 piece of 1"x 2" loop on pocket horizontally and 1 piece of 1"x 2" hook on flap vertically. **Item Location** shall be located on the left side of the chest.

Janesville® V-Force® High-Back Pant

Pant Model / Design

PANT CONSTRUCTION: The pant shall have a low rise waist V-Fit™ design with five inch high back panel with hook and loop for support panel of V-Back™ suspenders (required with these pants).

EXTENDED BACK PANEL: A back panel shall be constructed of (2) layers of outer shell material, (1) middle layer of moisture barrier material and (1) layer of thermal liner material. One piece self fabric flap 9" wide x 5" high with 5" x 9" hook to attach suspenders. This panel shall be stitched to the perimeter of the outer shell and shall measure 10" across the top, 19" across the bottom (being graded for waist size), and extend 5" above the pant waist with 5" x 9" loop. See V-Back™ suspender specification.

WAISTBAND: The waist of the pants shall be reinforced on the inside with 1- ply of outer shell material not less than 1.5" in width. The pant waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell.

MISC. Pant Options

Two-2" wide self material suspender tabs with snaps shall be attached to waist front for suspender attachment.

Pant Outer Shell Material

The outer shell shall be constructed of +/- 7.25 oz./sq. yd. 40% PBI®/60% KEVLAR® highly constructed ripstop weave with extremely durable FPE water resistant Teflon® FPE alloy reinforced with a matrix of 600 denier filament Kevlar® cables. Color shall be natural (gold).

Pant Liner & Moisture Barrier

THERMAL LINER: The thermal liner shall be comprised of Glide™ 100% NOMEX® high-lubricity, stress reducing, filament/spun face cloth weighing 3.5 oz./sq.yd, manufacturd in a 2X1 twill weave from a combination of 200 denier filament NOMEX® fiber and colorfast producer dyed NOMEX® ring spun fibers. The high filament yarns, with superior wicking characteristics, shall represent no less than 60% of the face cloth's composition, and shall be positioned in the warp direction of the weave in order to optimize their slippery characteristics on the face, and promote superior moisture management within the microclimate of the garment. The Glide™ face cloth shall be quilted to one layer E-89™ spunlace aramid (85%NOMEX®/15% KEVLAR®) weighing approximately 2.3 oz./sq. yd. and one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid (85% NOMEX®/15% KEVLAR®) weighing approximately 1.5 oz./sq. yd. both layers shall be treated with a Teflon® finish to promote minimal moisture stored in the garment microclimate as well as promote rapid drying (Total weight +/- 7.3 oz./sq. yd.).

MOISTURE BARRIER: CROSSTECH® BLACK (Type 2F): NOMEX® substrate laminated to a lightweight breathable, Teflon membrane; weighing 5.0 oz./sq. yd.

MOISTURE BARRIER/THERMAL LINER CONSTRUCTION: Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. To deter the wicking of moisture up the thermal liner leg the bottom nine inches of each thermal leg shall be constructed of Semper Dri (3.0 oz./sq. yd. Teflon® treated Chambray (NOMEX® spun) face cloth quilted to one layer E-89™ spunlace aramid 85%NOMEX®/15% KEVLAR® weighing approximately 2.3 oz./sq. yd. with a Teflon® finish and one layer of apertured (11-13 apertures/sq. inch) E-89™ spunlace aramid 85% NOMEX®/15% KEVLAR® weighing approximately 1.5 oz./sq. yd. with a Teflon® finish. (Total weight +/- 6.8 oz./sq. yd.)). The waist of the moisture barrier/thermal liner shall be secured to the waist of the outer shell such that when donning the pant a leg may not be accidentally caught between the outer shell and its inner linings along the waist and between the legs of the pant. For added thermal protection to the knee, an additional layer of 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier

and thermal liner at the knee.

Quilt Thermal Liner Construction: The CROSSTECH® BLACK (Type 2F) moisture barrier shall be sewn to the thermal liner at its perimeter. All moisture barrier seams shall be sealed as required by NFPA 1971. The moisture barrier/thermal liner shall finish no more than 3" from the cuffs.

Completely Removable: The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by using snaps and hook and loop. Nine evenly spaced snaps shall secure the liner to the integral waistband; Two snaps shall be set in leather leg tabs at each leg end.

Reflective Trim

All trim shall be sewn with four (4) rows lockstitch 301, minimum (6) stitches/inch for most secure trim attachment. Ventilated Trim shall be of 3" Scotchlite II (triple trim) of lime/yellow perforated with 0.08 mm holes (114 per square inch) to provide a conduit for the release of vapor that can occur when moisture is heated and the trim compressed. Pant trim shall be applied as follows: (1) strip set full circumference around the bottom of the cuff 3" from the bottom cuff.

Pant Fly Closure

STORM FLY/CLOSURE: The outer shell shall have a sewn on overlapping fly front running the full length of the fly on the left side. The flap shall not be less than 2.5" wide at the waistband. The bottom of the fly shall be reinforced with a 42 stitch bartack.

The storm fly shall be held closed along its length by means of a double-stitched hook and loop fastener closure 1.5" minimum width, along the leading edge for a distance of not less than 6" from the bottom of the fly closure to the waist area for proper alignment and secure closure. Additionally, one snap shall be positioned at the inside top of the fly. Pant closure shall be provided by a thermo plastic zipper.

The storm fly shall be outer shell material, lined with a 4." strip of CROSSTECH® BLACK (Type 2F) moisture barrier material.

THERMAL FLY ASSEMBLY: A 3/4" wide x 9" long loop fastener shall be sewn to the moisture barrier/thermal liner to engage corresponding hook fastener on the underside of the outside storm fly and facing.

WAISTBAND: The waist of the pants shall be reinforced on the inside with one ply of outer shell fabric material not less than 1.5" in width. The pant waist shall be contour shaped for better comfort and hemmed to provide strength with the independent waistband, which shall then be double stitched to the outer shell.

Take Up Straps

There shall be two waist straps sewn and bar tacked 2 ½" down from the top of the waistband. One strap shall be installed on the right side and one on the left side constructed out of one piece of shell material folded to two layers and sewn to form a 1/2" wide strap. Each strap shall be a minimum of 8 ½" in length. These take-up straps shall have a 5/8" nickel plated postman style slide buckle which shall be attached by a piece of shell material six (6) inches in length folded to form two layers. The strap is sewn to form an attachment strap approximately three (3) inches in length designed for quick take-up adjustment.

Pant Knee Reinforcement

The knee shall have an insert throughout all layers that shall provide a natural bend in the leg. This knee shall

include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of gold polymer coated aramid for abrasion resistance and thermal protection. For added thermal protection, an additional layer of uninterrupted 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner.

In addition to reinforcement, knees shall be padded using one layer of uninterrupted 1/8" thick, fire retardant closed-cell foam. This reinforcement material shall be oriented between the outer shell and knee insert reinforcement.

Pant Knee Reinforcement

The knee shall have an insert throughout all layers that shall provide a natural bend in the leg. This knee shall include cut outs, shaped pieces, and darts to create free movement with few restrictions. The insert shall consist of gold polymer coated aramid for abrasion resistance and thermal protection. For added thermal protection, an additional layer of uninterrupted 1/8" thick, fire retardant closed-cell foam shall be positioned between the moisture barrier and thermal liner. In addition to reinforcement, knees shall be padded using one layer of uninterrupted 1/8" thick, fire retardant closed-cell foam. This reinforcement material shall be oriented between the outer shell and knee insert reinforcement.

Pant Cuff Reinforcement

The cuff area of the pant shall be reinforced with a binding of outer shell material not less than 2" in total width for greater strength, abrasion resistance, and thermal protection. In addition a 3" x 3 1/2" piece of reinforcement material shall be sewn on the inseam area of the pant leg above the pant cuff and below the pant trim, in order to provide extra abrasion protection. The material used on the kick shield shall match the material used on the pants cuffs.

MISC. Pant Options

The back portion of the cuff will gradually curve upward from each side seam to a maximum of 2" at the center back of the pant leg to prevent wear on the back of the cuff

Leg Tabs

2 Leather leg tabs 3/4" wide x 1 3/4" long with female snaps. Bartacked 2" up from bottom edge on inside. (1 on inseam 1 on outseam)

Pant Options

Liner Inspection System

PANT LINER INSPECTION SYSTEM: There shall be an opening located on the pant liner system to the right side of the waist separating the thermal barrier and moisture barrier, approximately 10" in length. This opening will provide the ability to completely invert the pant liner to properly view the integrity of the entire liner system. There shall be a piece of 1" x 3" FR loop sewn to the moisture barrier 3" over from beginning of opening and a corresponding piece of 1" x 3" FR hook sewn to the inside of the outer shell to ensure proper alignment when installing the liner system into the outer shell. This Liner Inspection System is completely hidden when the liner is properly installed into the outer shell.

Pant Pockets

Turn-Out Pockets

9" x 8" semi-bellows pocket that expands by means of side and bottom gussets to a thickness of 2" in back only and 0" in front. A 2" pleat set vertically in center of pocket allows for easy expansion of pocket when needed.

Pockets shall be fully lined all sides with KEVLAR® twill.

Pockets and flaps shall be set with stitch 301, seam Ssb-2 with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength. Drainage of moisture to be provided by brass eyelets.

Each pocket flap shall measure 10" wide x 3" high in front and 5" high in rear. Each flap shall incorporate a 1" x 2" polymer coated aramid pull tab for easy opening. The corner under this tab shall be reinforced for stability.

A hook & loop closure system shall be set with two (2) pieces of 1.5" x 3" loop fastener set horizontally on the outside edge of the pocket opening with corresponding 1.5" x 3" hook fastener set vertically on the underside of the flap.

Item Location shall be located on each thigh.

Suspenders

SCOPE

A highly engineered 40" red suspender designed for greater range of mobility and reduced stress allowing for three points of attachment to Highback pants with hook and loop in back and snap attachment in front.

DESIGN

Two 12" front pull straps shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through 2" metal loops and secured with a two-needle lock-stitch at one end. A black military finish steel double dee ring shall be fed through the webbing. The other end of the webbing shall be fed through a 2" wide thermo-plastic dee ring and secured with a two-needle lock-stitch. The dee ring shall function as a pull strap for easily adjusting the suspenders for proper fit.

Two 1" shoulder straps shall be constructed as follows: 2" wide elastic polyester webbing shall be fed through the top half of the steel double dee ring and secured with a two-needle lock-stitch. The top of each strap shall be secured to the V-shaped shoulder pad with two-needle lock-stitch and two 42-stitch bartacks. Two 6" back straps made of 2" wide elastic webbing shall be joined with two-needle lock-stitch at the bottom of each V-shaped shoulder pad. The end of each back strap shall be single-needle lock-stitch to a 8" wide by 4" high hook and loop panel for securing to pants back panel.

Shoulder pads shall be constructed of two layers of 1/8" thick, fire retardant closed-cell foam encapsulated in 7.5 oz. Black NOMEX®. Each shoulder pad shall be 3" wide and 12" long ending in a 4" high back reinforcement pad.

Bunker Gear - Personal Protective Equipment RFP 12P-022

PART 3 EVALUATION AND NEGOTIATION PROCESS

A selection committee appointed and approved in accordance with the Marion County Procurement Code will review all submittals and make a recommendation to the Board of County Commissioners based upon the established evaluation criteria. A selected group of Firms may be required to make an oral presentation to the Selection Committee. Such a presentation will provide an opportunity for the Firms to clarify the information provided in their proposal. **If oral presentations are given, the final decision of the Selection Committee will be based on the tabulation from the oral presentations.** The Selection Committee will present its recommendations to the Board of County Commissioners, which has the authority to make the final determination and award contracts. Submittals will be evaluated on a WEIGHTED BASIS. The County reserves the right to make selections based on the submittals only or to request presentations before determining the final ranking. The criteria listed on the following page will be used in the evaluation process to determine the successful respondent.

- A. **TRANSITIONAL PLAN** - Weight for this category is 13 .
- B. **FACILITY LOCATION** -. In order to receive the maximum number of points in this category, the firm must have had an office located in Marion County, Florida during at least the past twelve (12) months. Non-local firms using subcontractors within Marion County or firms in close proximity to Marion County may receive points in this category but will be lower than the maximum. Weight for this category is 15.
- C. **CLIENT REFERENCES FOR SIMILAR PROJECTS** - To include number of references included. Weight for this category is 6.
- D. **COST PROPOSAL** – To indicate that the cost for the commodity is within budgeted amounts, appropriate for the goods offered, and within acceptable range of comparable items. Weight for this category is 7.
- E. **COMPLETENESS AND THOROUGHNESS OF PROPOSAL** – To include all required items to evaluate this proposal are included, and in the format requested in a clear and logical order, and proposal is arranged in an organized manner to allow the Committee to evaluate all checklist items, and is complete. Weight for this category is 9.

Negotiations for projects will be held with the most qualified firm for compensation which the County determines is fair, competitive, and reasonable. The County shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Should the the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The County will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the County will terminate negotiations. The County will then undertake negotiations with the third most qualified firm. Should the County be unable to negotiate a satisfactory contract with one of the top three firms, the County shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.

**Bunker Gear - Personal Protective Equipment
RFP 12P-022**

**PART 4
SUBMITTAL DOCUMENTS**

DOCUMENT CHECKLIST:

The items included, but not necessarily limited to those in this checklist are required as part of the submittal package for this project. Complete and updated documents will enable your submittal to receive the highest score possible. Items which are incomplete, unclear, incorrect, or non-responsive may subject your proposal to an evaluation score of "zero" for that category which the documentation is required. Refer to the required documents (Section 1.3) and Evaluation Criteria (Part 3) to ensure all required documents are included; this checklist is only a guide, and the responsibility of including all required documents lies with the vendor.

GENERAL SOLICITATION REQUIREMENTS:

- _____ Completed VENDOR INFORMATION PAGE
- _____ Table of Contents
- _____ Executive Summary
- _____ Statement of Qualifications
- _____ References (minimum of 3)
- _____ Completed Request for Proposals Certification and Addenda Acknowledgment
- _____ Disclosure of Subcontractors and Suppliers
- _____ Completed Drug-Free Workplace Certificate
- _____ Certificate of Insurability – including minimum grade and limits
- _____ Appropriate number of hard-copy submittals (original & copies marked as such)
- _____ Electronic copy (CD or thumb/jump drive) of proposal in a single .pdf document

The following checklist has been verified by me as complete, and I acknowledge any missing/incomplete documents are subject to the appropriate evaluation score:

Printed name of representative

Signature

Date

This document must be completed and returned with your Submittal

**Bunker Gear - Personal Protective Equipment
RFP 12P-022**

VENDOR INFORMATION PAGE

COMPANY INFORMATION

Legal Name of Firm *(as it would appear if contracted)*: _____

Federal Employer Identification Number: OR Social Security Number:

(redact SSNs prior to scanning copy)

State of Florida Applicable License Number: _____

Check one: Corporation* Sole Corporation* Partnership Sole Proprietorship

Joint Venture Other (explain) _____

*If Corporation Date of Incorporation: _____ State(s) of Incorporation: _____

States registered in as foreign Corporation: _____

Persons eligible to sign on behalf of the company (managers, divisional/regional vice presidents, etc) who are not Corporate Officers must provide proof of the authority to sign WITH THE SUBMITTAL.

POINT OF CONTACT FOR ALL COMMUNICATION RELATING TO THIS SUBMITTAL

(Marion Co BCC submits nearly all communication via email and fax; please be sure all items are correct & legible)

Print Name: _____ Title: _____

E-mail address: _____

Mailing Address: _____
(include City, State, ZIP)

Street Address (if different): _____
(include City, State, ZIP)

Telephone: (_____) _____ Fax: (_____) _____
(toll-free if available)

This document must be completed and returned with your Submittal

SUBMIT TO: Marion County BCC Procurement Services Department 2511 SE Third St Ocala, FL 34471 (352) 671-8444	MARION COUNTY REQUEST FOR PROPOSALS CERTIFICATION and ADDENDA ACKNOWLEDGMENT			
TITLE: Bunker Gear - Personal Protective Equipment	RFP NO. 12P-022			
VENDOR NAME	PHONE NUMBER			
<p><u>PAYMENT TERMS:</u> If payment terms are not indicated, terms of NET 30 DAYS shall be applied by the County. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later. Payment terms offering less than 20 days for payment will not be considered. <i>However</i> the County has implemented a <i>Visa</i> credit card program. As a card-accepting vendor, some of the benefits of the program are: payment received within 72 hours of receipt and acceptance of goods, reduced paperwork, issue receipts instead of generating invoices, resulting in fewer invoice problems, deal directly with the cardholder (in most cases). Vendors accepting payment by the County's p-card (Visa) may not require the County (Cardholder) to pay a separate or additional convenience fee, surcharge or any part of any contemporaneous finance charge in connection with a Transaction. Such charges are allowable, however must be included in the total cost of the Offer. Merchant shall not process p-card payments until merchandise/service has been received by the County, in good condition.</p> <p>Indicate whether you will accept Visa credit card payment(s) for award of this contract: YES _____ NO _____</p>				
<p>I, the undersigned, certify I have reviewed all General Conditions listed herein, and additionally received the addenda listed below (list all addenda received to date). I understand that timely commencement may be considered in award of this Request for Proposals (RFP), and cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify the services will meet or exceed the RFP requirements. I, the undersigned, declare I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare I have not divulged, discussed or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose.</p>				
_____ Addendum#	_____ Addendum#	_____ Addendum#	_____ Addendum#	_____ Addendum#
<p>I certify this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an RFP for the same material, supplies, equipment or services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify I am authorized to sign this response and the offer is in compliance with all requirements of the RFP, including but not limited to, certification requirements. In conducting offers with an agency for Marion County Board of County Commissioners, respondent agrees if this RFP is accepted, the respondent will convey, sell, assign, or transfer to Marion County Board of County Commissioners all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and Marion County for price fixing relating to the particular commodities or services purchased or acquired by Marion County. At Marion County's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent. Additionally, I, the undersigned, agree if I am awarded a contract as a result of this solicitation and my response to it, contracts will be required to be notarized and executed and all applicable bonds recorded, within fourteen (14) calendar days from the date of the Notice of Award. If bonds are not available from the bonding agency when contracts are returned, a letter from the bonding agent must be attached stating they are in the process of preparing bonds.</p>				
<p><i>By signing this Form, all General Conditions included with this solicitation are acknowledged and accepted.</i></p>				
_____ AUTHORIZED SIGNATURE	_____ DATE	_____ PRINTED NAME OF AUTHORIZED AGENT	_____ TITLE	

This document must be completed and returned with your Submittal

DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

Name of Firm Submitting Proposal

(Printed or Typed)

Please list all Subcontractors, Sub-consultants, and Suppliers to be used in connection with performance of the Contract. (Use additional pages, if necessary):

Company Name: _____

Address: _____

Firm is a Joint Venturer (partner in this project) Subcontractor Supplier/Material Provider

Company Name: _____

Address: _____

Firm is a Joint Venturer (partner in this project) Subcontractor Supplier/Material Provider

Company Name: _____

Address: _____

Firm is a Joint Venturer (partner in this project) Subcontractor Supplier/Material Provider

Company Name: _____

Address: _____

Firm is a Joint Venturer (partner in this project) Subcontractor Supplier/Material Provider

Company Name: _____

Address: _____

Firm is a Joint Venturer (partner in this project) Subcontractor Supplier/Material Provider

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify my firm :

- Publishes a written statement notifying the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services under bid or proposal, a copy of the statement specified above.
- Notifies the employees as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Company Name

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires: _____

This form must be completed and returned with your Submittal

Inability or refusal to sign this document will deem your offer non-responsive per County Ordinance 09-20.



Marion County
Board of County Commissioners

Procurement Services

2511 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

Addendum 1: 3 pages

TITLE: 12P-022 Bunker Gear

Issued: November 8, 2011

A. NOTICE TO CONTRACTORS:

Whenever a conflict appears between this addendum and the initial solicitation, or plans, this addendum shall prevail, and as such shall constitute a binding portion of the contract documents. All provisions of the original specifications shall remain in force, except as specifically modified or changed herein.

B. ADDITIONS, DELETIONS AND/OR CLARIFICATIONS.

This Addendum forms a part of the Contract Documents and modifies the original Quote Documents as noted below and supersedes all contrary information and requirements. Contractors shall acknowledge receipt of this Addendum.

A Non-Mandatory Pre-Bid has been scheduled for Wednesday November 16 @ 3:00PM at Marion County Procurement Services located at 2511 SE 3rd Street, Ocala, FL 34471 in the large conference room.

The RFP due date has been extended to December 1, 2011 @ 3:00PM

In section 2.3 the delivery address is Fire Rescue Logistics located at 981 NE 16th Street, Ocala, FL 34471.

1. Under Section "Part 3", page 23, evaluation and negotiation process, your five evaluation categories only total 50. Are the other 50 points coming from the performance evaluation?
A. The total possible points are 50. During the selection committee meeting each vendor is scored on a 0-5 scale. Those scores are then multiplied by the total weight.
2. What is a transitional plan, and how does this apply to this particular RFP?
A. This has been eliminated from the evaluation criteria. An updated evaluation criteria form is included and made part of this addendum.
3. Why does the facility location represent more to the County than the cost and accuracy of the proposal especially with this type of purchase?
A. Per our Board direction the weighted score for local vendors must now represent a higher percentage depending on the nature of the solicitation.

"Meeting Needs by Exceeding Expectations"

4. If our company is asked to provide gear to be evaluated by the Fire Department, does the Fire Department have criteria established, i.e. point system to determine a top performer?
A. Phase 2 scoring criteria is currently being developed. The phase 2 scoring criteria will be given to the selection committee members during the first selection committee meeting.
5. How long will this evaluation be?
A. We anticipate the evaluation to be complete within three months depending on submittals received and availability of selection committee members.
6. In regards to 2.1 Maintenance- We work with 2 different clean and repair facilities in Pasco County. Based on your address of SE 3rd Street, their facilities are 99 and 100 miles away from your location. Your current vendor is 81 miles away. Will we be allowed to bid?
A. Location is just one part of the scoring criteria. Any vendor is welcome to submit on this RFP.
7. How many coats and pants are you requesting and in what sizes do want for this?
A. Shortlisted firms will be required to submit 4 sets of coats and pants. These will not be required in this first phase. The size shall be 42x32 coat and 36" long pants with suspenders.
8. Our dealer is headquartered in Bradenton, FL. They have a large satellite office in Sanford, FL and DeFuniak Springs, FL. Will this be acceptable? As of today there is only one fire equipment dealer in Marion County and they do not sell the brand of gear specified.
A. All submittals will be accepted. Location is just one part of the scoring criteria. The gear is not specified. The current gear we are using is listed. We will accept alternate material that meet or exceed the same standards.
9. Your specifications are written completely around the Janesville V Force design with specific "material" items that have no equals, as certain features and materials are proprietary to this particular brand. Alternate materials and construction features are available from different suppliers. As this process goes forward, it will be difficult for the County to defend a recommended purchase for any other brand, from a legal viewpoint. Will you consider holding a pre bid conference to discuss equivalent components of the ensemble and methods of construction?
A. As stated in section 2.5 of the RFP "Any brand name material specified can be submitted with an equivalent product based on product standards listed herein. Brand names listed within this document refers to current County materials in use". We understand that each brand has certain features unique to them. When submitting your proposal please explain what items you are submitting as an equal and what items are comparable to what is specified.
A pre-bid has been scheduled.

Bunker Gear - Personal Protective Equipment

RFP 12P-022

PART 3

EVALUATION AND NEGOTIATION PROCESS

A selection committee appointed and approved in accordance with the Marion County Procurement Code will review all submittals and make a recommendation to the Board of County Commissioners based upon the established evaluation criteria. A selected group of Firms may be required to make an oral presentation to the Selection Committee. Such a presentation will provide an opportunity for the Firms to clarify the information provided in their proposal. **If oral presentations are given, the final decision of the Selection Committee will be based on the tabulation from the oral presentations.** The Selection Committee will present its recommendations to the Board of County Commissioners, which has the authority to make the final determination and award contracts. Submittals will be evaluated on a **WEIGHTED BASIS**. The County reserves the right to make selections based on the submittals only or to request presentations before determining the final ranking. The criteria listed on the following page will be used in the evaluation process to determine the successful respondent.

- A. **REPAIR, CLEANING, TURN AROUND TIME AND PROCESS** – To include a detailed plan for the repair, clean, turnaround time and process for all bunker gear. Weight for this category is 13 .
- B. **FACILITIES/VENDOR LOCATION** -. In order to receive the maximum number of points in this category, the firm must have had an office located in Marion County, Florida during at least the past twelve (12) months. Non-local firms using subcontractors within Marion County or firms in close proximity to Marion County may receive points in this category but will be lower than the maximum. Weight for this category is 10.
- C. **CLIENT REFERENCES FOR SIMILAR PROJECTS** - To include other Florida agencies and number of references included. Weight for this category is 7.
- D. **TRACKING LABEL SYSTEM AND TRACKING OF GEAR ASSIGNMENT** –. To include a detailed plan for tracking of equipment. Weight for this category is 5.
- E. **COMPLETENESS AND THOROUGHNESS OF PROPOSAL** – To include all required items to evaluate this proposal are included, and in the format requested in a clear and logical order, and proposal is arranged in an organized manner to allow the Committee to evaluate all checklist items, and is complete. Weight for this category is 15.

Negotiations for projects will be held with the most qualified firm for compensation which the County determines is fair, competitive, and reasonable. The County shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Should the the County be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the County determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The County will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the County will terminate negotiations. The County will then undertake negotiations with the third most qualified firm. Should the County be unable to negotiate a satisfactory contract with one of the top three firms, the County shall select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached.



Marion County
Board of County Commissioners

Procurement Services

2511 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

Addendum 2: 1 page

TITLE: 12P-022 Bunker Gear

Issued: November 10, 2011

A. NOTICE TO CONTRACTORS:

Whenever a conflict appears between this addendum and the initial solicitation, or plans, this addendum shall prevail, and as such shall constitute a binding portion of the contract documents. All provisions of the original specifications shall remain in force, except as specifically modified or changed herein.

B. ADDITIONS, DELETIONS AND/OR CLARIFICATIONS.

This Addendum forms a part of the Contract Documents and modifies the original Quote Documents as noted below and supersedes all contrary information and requirements. Contractors shall acknowledge receipt of this Addendum.

1. What are you currently paying for bunker gear?
 - A. *Pricing will not be negotiated till the last phase of the RFP. Do not include a cost proposal with your submittal package. We are currently paying \$1,996.45 for the coat, pants and suspenders.*

“Meeting Needs by Exceeding Expectations”



**Marion County
Board of County Commissioners**

Procurement Services

2511 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

Addendum 3: 1 page

TITLE: 12P-022 Bunker Gear

Issued: November 18, 2011

A. NOTICE TO CONTRACTORS:

Whenever a conflict appears between this addendum and the initial solicitation, or plans, this addendum shall prevail, and as such shall constitute a binding portion of the contract documents. All provisions of the original specifications shall remain in force, except as specifically modified or changed herein.

B. ADDITIONS, DELETIONS AND/OR CLARIFICATIONS.

This Addendum forms a part of the Contract Documents and modifies the original Quote Documents as noted below and supersedes all contrary information and requirements. Contractors shall acknowledge receipt of this Addendum.

1. Will increases be allowed during the 10 year contract term?
 - A. *Material escalation increases will be allowed. Proof of the increase must be provided with the request.*

"Meeting Needs by Exceeding Expectations"

PURCHASE ORDER

PLEASE FURNISH MERCHANDISE BELOW FOR THE ACCOUNT OF

No 55246

BOARD OF SUMTER COUNTY COMMISSIONERS

7375 POWELL ROAD

PHONE: 352-689-4400

WILDWOOD, FLORIDA 34785

TO

[The Villages of Lake-Sumter, Inc.
1020 Lake Sumter Landing
The Villages, FL 32162-2699]

] DATE June 20, 2012

DEPT. Various

] BY Amanda Taylor

FUND	ACCOUNT NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
001-229190			Return of Road Improvement Maintenance Funds held in escrow for The Villages Financial Center on CR 466	45,495.08	45,495.08
001-140-515-7200			Accrued Interest per Agreement	9,240.41	9,240.41
<p><i>A-61 will cover the accrued interest on this PO.</i></p>					
TERMS:				TOTAL	54,735.49

DELIVER TO: _____

BOARD OF SUMTER COUNTY COMMISSIONERS
AUTHORIZED BY: _____

NOTE: ONLY ORIGINAL INVOICES WILL BE CONSIDERED FOR PAYMENT

THIS IS TO CERTIFY THAT THE ABOVE GOODS WERE RECEIVED AND THAT THEY WERE OF THE QUANTITY AND QUALITY ORDERED AND PAYMENT FOR SAME IS HEREBY APPROVED.

BY: _____ DATE: _____
OFFICER OR DEPT. HEAD

DISTRIBUTION:
BLUE COPY - TO BOARD OF COUNTY COMMISSIONERS
WHITE - TO VENDOR
CANARY COPY - TO DEPARTMENT HEAD
GREEN COPY - TO BOARD OF COUNTY COMMISSIONERS

1. MAIL INVOICE TO BOARD OF COUNTY COMMISSIONERS
2. PLEASE SHOW OUR PURCHASE ORDER NUMBER ON ALL INVOICES
3. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE
4. THE COUNTY OF SUMTER IS EXEMPT FROM STATE SALES AND USE TAX AND FEDERAL EXCISE TAXES. STATE SALES AND USE TAX CERTIFICATE NUMBER 85-801262366C-3.



Accounting

1020 Lake Sumter Landing • The Villages, Florida 32162
352-753-6270 • FAX: 352-753-6253

May 9, 2012

Mr. Bradley Arnold
Sumter County Administrator
209 North Florida Street
Bushnell, FL 33513

Reference: Deposit with Sumter County in the Amount of \$45,495.08 for Road Improvement Maintenance in The Villages Financial Center on CR 466

Dear Mr. Arnold,

The Villages of Lake-Sumter, Inc. ("The Villages") deposited \$45,495.08 with Sumter County in 2004 to guarantee maintenance of road improvements in The Villages Financial Center.

Our records do not indicate that this amount has ever been returned from Sumter County to The Villages. Please review your records and determine if this money is still owed to The Villages. I have attached our documentation of the deposit for your use in reviewing this matter.

Please contact me should you have any questions.

Very truly yours,

John F. Wise
Chief Financial Officer

JFW/lct
L0051

Copy To:		
Comms	_____	Pub Wks Div _____
Co Atty	_____	Bldg & Dev Div _____
Co Fin	_____	Admin Div _____
Other	_____	Com Svcs Div _____

County

TEMPORARY MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this 30th day of March, 2004, between Larry R. Brown, Leland Wayne Brown, and The Villages of Lake-Sumter, Inc., as developer of Villages Financial Center, a subdivision in Sumter County, Florida, hereinafter called DEVELOPER; and Sumter County, Florida, a political subdivision of the State of Florida, hereinafter called SUMTER COUNTY.

WHEREAS, DEVELOPER is the developer and owner of certain property located in Sumter County, Florida, which has been platted for a subdivision known as Villages Financial Center; and

WHEREAS, the streets and other improvements are dedicated to the public on the plat of Villages Financial Center; and

WHEREAS, one of the conditions for SUMTER COUNTY granting final approval of the plat of Villages Financial Center is for the DEVELOPER to guarantee the repairs and maintenance of the streets and other improvements located in the subdivision for a period of two (2) years from the date the construction of the roads and other improvements located within Villages Financial Center have been approved by SUMTER COUNTY.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth and the mutual covenants contained herein, the parties agree as follows:

1. This Temporary Maintenance Agreement is for a period of two (2) years beginning on the date the construction of the roads and other improvements located within Villages Financial Center have been approved by SUMTER COUNTY and automatically expiring two (2) years thereafter.
2. During the term of this agreement, the DEVELOPER shall be responsible for all repairs and maintenance required on the roads and other improvements located within Villages Financial Center.
3. Upon expiration of this agreement, DEVELOPER shall provide SUMTER COUNTY with "as-built" drawings of the roads located within Villages Financial Center and SUMTER COUNTY will inspect such roads and if SUMTER COUNTY approves the roads located within Villages Financial Center then such roads will be accepted into the system of SUMTER COUNTY maintained roads and DEVELOPER shall be released from any further obligations or responsibilities hereunder.
4. In accordance with Attachment "I" the parties hereby acknowledge the DEVELOPER'S cost to construct the roads and drainage systems in Villages Financial Center was FOUR HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED FIFTY AND 80/100 (\$454,950.80) DOLLARS. SUMTER COUNTY has agreed to accept the cash sum of FORTY FIVE THOUSAND FOUR HUNDRED NINETY-FIVE AND 08/100 (\$45,495.08) DOLLARS as and for the cost of maintaining and repairing the roads and other improvements located within Villages Financial Center should that become necessary during the two (2) year period.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

04/05/2004 #2004-9148
10:16:18AM B-1192 P-640

5. The FORTY FIVE THOUSAND FOUR HUNDRED NINETY-FIVE AND 08/100 (\$45,495.08) DOLLARS shall be held in an interest bearing bank account with the interest accruing to The Villages of Lake-Sumter, Inc., its successor or assign, during the two (2) year time period. The DEVELOPER agrees to be responsible for paying income taxes, if any, on the interest earned.
6. During the said two (2) year term, if it is necessary for repairs or maintenance to be made to the streets or other improvements in the Villages Financial Center and DEVELOPER fail or refuse to make such repairs or maintenance, a signed statement from the Director of Planning and Public Services of Sumter County, or an authorized representative, shall be made to the DEVELOPER at 1100 Main Street, The Villages, Florida 32159 stating the reason for the repairs or maintenance, such as inferior materials or faulty workmanship, and the cost to repair or maintain same. Ten (10) days after such notice has been sent, if no objection has been received from the DEVELOPER, the funds including interest shall be withdrawn to pay for said repair or maintenance and SUMTER COUNTY shall make such repairs or maintenance with the withdrawn funds.
7. Upon expiration of the two (2) year period of time, the account established pursuant to the terms hereof shall be closed and all funds remaining therein, including accrued interest shall be paid to the DEVELOPER, or its successor or assign.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the 25 day of March, 2004.

WITNESSES:

Amy C. Lewis
Print Name Amy C. Lewis
Julie A. Chavis
Print Name Julie A. Chavis

Larry R. Brown
Larry R. Brown

WITNESSES:

Amy C. Lewis
Print Name Amy C. Lewis
Julie A. Chavis
Print Name Julie A. Chavis

Leland Wayne Brown
Leland Wayne Brown

04/06/2004 #2004-9148
10:16:18AM B-1192 P-641

WITNESSES:

[Signature]
Print Name Amy C. Lewis
[Signature]
Print Name Tam, Wyle

THE VILLAGES OF LAKE-SUMTER, INC.

By: *[Signature]*
Name: Martin C. P...
Title: Vice President

WITNESSES:

[Signature]
Print Name Jan Kirkpatrick
[Signature]
Print Name Melissa Steed

SUMTER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

[Signature]
Benny Strickland, Chairman

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

04/06/2004 #2004-9148
10:16:18AM B-1192 P-642

EXHIBIT - "A"

**SUMTER COUNTY MAINTENANCE BOND
FINANCIAL CENTER
THE VILLAGES OF SUMTER
DRAINAGE**

SECTION I ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	18" P.V.C.	321	L.F.	\$19.80	\$6,355.80
2	24" P.V.C.	596	L.F.	\$26.60	\$15,794.00
3	30" S.R.A.S.P.	393	L.F.	\$33.15	\$13,027.95
4	36" S.R.A.S.P.	138	L.F.	\$41.35	\$5,706.30
5	42" S.R.A.S.P.	217	L.F.	\$52.60	\$11,414.20
6	48" S.R.A.S.P.	273	L.F.	\$62.70	\$17,117.10
7	60" S.R.A.S.P.	324	L.F.	\$85.75	\$27,783.00
8	66" S.R.A.S.P.	400	L.F.	\$101.00	\$40,400.00
9	72" S.R.A.S.P.	122	L.F.	\$135.00	\$16,470.00
10	Type J-5 Inlet	1	EA.	\$3,850.00	\$3,850.00
11	Type P-5 Inlet	7	EA.	\$2,550.00	\$17,850.00
12	Type J-6 Inlet	4	EA.	\$4,550.00	\$18,200.00
13	Type P-6 Inlet	10	EA.	\$2,550.00	\$25,500.00
14	Storm Sewer Manhole Type "J"	1	EA.	\$5,100.00	\$5,100.00
TOTAL					\$224,568.35

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

The Contractor's attention is directed to the enactment of the Florida Trench Safety Act which incorporates OSHA standards 29CFR's 1926.650, Subpart P, as the state's trench excavation safety standards. The Contractor shall list separately the cost of compliance with these standards on a lineal footage basis and the method of compliance. The Contractor shall determine if special shoring requirements are needed. Special shoring shall be identified and priced on a square footage basis. The successful Contractor is fully responsible for the design of the trench safety system and the compliance with the applicable standards for the project.

The following costs are for information purposes only and no separate payment will be made for compliance with the Florida Trench Safety Act.

- Trench Safety System - OSHA Compliance
6,000 LF \$ _____ (UNIT PRICE) \$ _____ (METHOD) (TOTAL PRICE)
 - Trench Safety Special Shoring Requirements (system & sq. ft. quantity to be identified by Contractor)
_____ SF \$ _____ (UNIT PRICE) \$ _____ (METHOD) (TOTAL PRICE)
- System to be used:

04/06/2004 #2004-9148
10:16:18AM B-1192 P-643

EXHIBIT "A"

**SUMTER COUNTY MAINTENANCE BOND
FINANCIAL CENTER
THE VILLAGES OF SUMTER
ROADS**

SECTION ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	12" Stabilized Subgrade	11,531	S.Y.	\$1.75	\$20,179.25
	8" Limerock Base	9,194	S.Y.	\$6.75	\$62,059.50
1	1-1/2" Type III Asphalt 2 lifts	9,194	S.Y.	\$5.60	\$51,486.40
2	Prime Coat	9,194	S.Y.	\$0.35	\$3,217.90
3	Type "D" Curb	118	L.F.	\$6.60	\$767.00
4	Type "F" Curb	6,111	L.F.	\$8.65	\$52,860.15
5	Spillout Curb	168	L.F.	\$12.00	\$2,016.00
6	Valley Gutter	560	L.F.	\$13.50	\$7,560.00
7	Speed Limit Signs Decorative post R2-1 20 mph	4	EA	\$2,650.00	\$10,600.00
8	24" Stop Sign and Decorative Post w/Street sign	2	EA	\$2,850.00	\$5,700.00
9	Decorative Stop / Street Sign Combo	2	EA	\$3,000.00	\$6,000.00
10	Decorative Stop/Street/R Turn Only Sign	2	EA	\$3,000.00	\$6,000.00
11	24" Stop Bars (Paint)	6	EA	\$35.00	\$210.00
12	4" White Stripe (Paint)	120	L.F.	\$0.25	\$30.00
13	4" Double Yellow Stripe (Paint)	2,850	L.F.	\$0.40	\$1,140.00
14	6" Solid White Stripe (Paint)	480	L.F.	\$0.30	\$144.00
15	18" Solid White Stripe (Paint)	315	L.F.	\$1.15	\$362.25
16	White Directional Arrow (Paint)	2	EA	\$25.00	\$50.00
			TOTAL		\$230,382.45

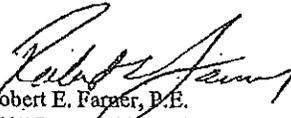
SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

04/06/2004 #2004-9148
10:16:18AM B-1192 P-644

ATTACHMENT "1"

CERTIFICATION OF CONSTRUCTION COSTS

THIS CERTIFICATION is hereby executed this 25th day of March, 2004 by Robert E. Famer as engineer of record for site development and utility work related to the Villages Financial Center who hereby CERTIFIES that the accounting costs attached hereto as *Exhibit "A"* constitute all of the costs associated with the construction of the roads and drainage systems within the Villages Financial Center.


Robert E. Famer, P.E.
1507 Buenos Aires Blvd.
The Villages, Florida 32159
Certification #: 31950

SUNTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT

04/06/2004 #2004-9148
10:16:18AM B-1192 P-645

The Villages Tem. Maint. Agreement Escrow

	<u>Yearly Interest Rate</u>	<u>Monthly Interest Rate</u>	<u>Interest Earned</u>	<u>Balance</u>
		Original Amount		45,495.08
Apr-04	1.19%	0.099167%	45.12	45,540.20
May-04	1.21%	0.100833%	45.92	45,586.12
Jun-04	1.25%	0.104167%	47.49	45,633.60
Jul-04	1.40%	0.116667%	53.24	45,686.84
Aug-04	1.53%	0.127500%	58.25	45,745.09
Sep-04	1.72%	0.143333%	65.57	45,810.66
Oct-04	1.80%	0.150000%	68.72	45,879.38
Nov-04	1.95%	0.162500%	74.55	45,953.93
Dec-04	2.17%	0.180833%	83.10	46,037.03
Jan-05	2.31%	0.192500%	88.62	46,125.65
Feb-05	2.53%	0.210833%	97.25	46,222.90
Mar-05	2.60%	0.216667%	100.15	46,323.05
Apr-05	2.79%	0.232500%	107.70	46,430.75
May-05	2.93%	0.244167%	113.37	46,544.12
Jun-05	3.02%	0.251667%	117.14	46,661.25
Jul-05	3.21%	0.267500%	124.82	46,786.07
Aug-05	3.41%	0.284167%	132.95	46,919.02
Sep-05	3.76%	0.313333%	147.01	47,066.04
Oct-05	3.73%	0.310833%	146.30	47,212.33
Nov-05	3.93%	0.327500%	154.62	47,366.95
Dec-05	4.19%	0.349167%	165.39	47,532.34
Jan-06	4.31%	0.359167%	170.72	47,703.06
Feb-06	4.49%	0.374167%	178.49	47,881.55
Mar-06	4.59%	0.382500%	183.15	48,064.70
Apr-06	4.79%	0.399167%	191.86	48,256.56
May-06	4.97%	0.414167%	199.86	48,456.42
Jun-06	5.11%	0.425833%	206.34	48,662.76
Jul-06	5.28%	0.440000%	214.12	48,876.88
Aug-06	5.33%	0.444167%	217.09	49,093.97
Sep-06	5.32%	0.443333%	217.65	49,311.62
Oct-06	5.30%	0.441667%	217.79	49,529.42
Nov-06	5.31%	0.442500%	219.17	49,748.59
Dec-06	5.33%	0.444167%	220.97	49,969.55
Jan-07	5.31%	0.442500%	221.12	50,190.67
Feb-07	5.30%	0.441667%	221.68	50,412.34
Mar-07	5.31%	0.442500%	223.07	50,635.42
Apr-07	5.31%	0.442500%	224.06	50,859.48
May-07	5.32%	0.443333%	225.48	51,084.96
Jun-07	5.35%	0.445833%	227.75	51,312.71
Jul-07	5.34%	0.445000%	228.34	51,541.05
Aug-07	5.50%	0.458333%	236.23	51,777.28
Sep-07	5.79%	0.482500%	249.83	52,027.11
Oct-07	5.63%	0.469167%	244.09	52,271.20

The Villages Tem. Maint. Agreement Escrow

	<u>Yearly Interest Rate</u>	<u>Monthly Interest Rate</u>	<u>Interest Earned</u>	<u>Balance</u>
Nov-07	5.16%	0.430000%	224.77	52,495.97
Dec-07	4.86%	0.405000%	212.61	52,708.58
Jan-08	4.54%	0.378333%	199.41	52,907.99
Feb-08	3.58%	0.298333%	157.84	53,065.83
Mar-08	3.09%	0.257500%	136.64	53,202.48
Apr-08	2.73%	0.227500%	121.04	53,323.51
May-08	2.47%	0.205833%	109.76	53,433.27
Jun-08	2.40%	0.200000%	106.87	53,540.14
Jul-08	2.40%	0.200000%	107.08	53,647.22
Aug-08	2.39%	0.199167%	106.85	53,754.06
Sep-08	2.41%	0.200833%	107.96	53,862.02
Oct-08	1.99%	0.165833%	89.32	53,951.34
Nov-08	1.44%	0.120000%	64.74	54,016.08
Dec-08	0.97%	0.080833%	43.66	54,059.75
Jan-09	0.85%	0.070833%	38.29	54,098.04
Feb-09	0.91%	0.075833%	41.02	54,139.06
Mar-09	0.88%	0.073333%	39.70	54,178.76
Apr-09	0.83%	0.069167%	37.47	54,216.24
May-09	0.85%	0.070833%	38.40	54,254.64
Jun-09	0.61%	0.050833%	27.58	54,282.22
Jul-09	0.46%	0.038333%	20.81	54,303.03
Aug-09	0.41%	0.034167%	18.55	54,321.58
Sep-09	0.37%	0.030833%	16.75	54,338.33
Oct-09	0.33%	0.027500%	14.94	54,353.27
Nov-09	0.28%	0.023333%	12.68	54,365.96
Dec-09	0.20%	0.016667%	9.06	54,375.02
Jan-10	0.19%	0.015833%	8.61	54,383.63
Feb-10	0.17%	0.014167%	7.70	54,391.33
Mar-10	0.20%	0.016667%	9.07	54,400.40
Apr-10	0.23%	0.019167%	10.43	54,410.82
May-10	0.27%	0.022500%	12.24	54,423.07
Jun-10	0.35%	0.029167%	15.87	54,438.94
Jul-10	0.39%	0.032500%	17.69	54,456.63
Aug-10	0.34%	0.028333%	15.43	54,472.06
Sep-10	0.32%	0.026667%	14.53	54,486.59
Oct-10	0.30%	0.025000%	13.62	54,500.21
Nov-10	0.26%	0.021667%	11.81	54,512.02
Dec-10	0.27%	0.022500%	12.27	54,524.28
Jan-11	0.27%	0.022500%	12.27	54,536.55
Feb-11	0.27%	0.022500%	12.27	54,548.82
Mar-11	0.27%	0.022500%	12.27	54,561.09
Apr-11	0.26%	0.021667%	11.82	54,572.92
May-11	0.24%	0.020000%	10.91	54,583.83
Jun-11	0.23%	0.019167%	10.46	54,594.29

The Villages Tem. Maint. Agreement Escrow

	<u>Yearly Interest Rate</u>	<u>Monthly Interest Rate</u>	<u>Interest Earned</u>	<u>Balance</u>
Jul-11	0.21%	0.017500%	9.55	54,603.85
Aug-11	0.23%	0.019167%	10.47	54,614.31
Sep-11	0.23%	0.019167%	10.47	54,624.78
Oct-11	0.26%	0.021667%	11.84	54,636.62
Nov-11	0.26%	0.021667%	11.84	54,648.45
Dec-11	0.29%	0.024167%	13.21	54,661.66
Jan-12	0.31%	0.025833%	14.12	54,675.78
Feb-12	0.33%	0.027500%	15.04	54,690.82
Mar-12	0.33%	0.027500%	15.04	54,705.86
Apr-12	0.33%	0.027500%	15.04	54,720.90
May-12	0.32%	0.026667%	14.59	54,735.49
			9,240.41	

06/06/12 09:02:51
gb620-iq

SUMTER COUNTY BOCC
ACCOUNT HISTORY

G/L#: 001-229190 From: 03/23/2004 Output: Printer
Descr: VILLAGES FINANCIAL CTR ESCROW To: 05/31/2012

DATE	AMOUNT	BTCH	DESCRIPTION / NAME / INV# / PO
04/01/04	45,495.08-	RCT 17484	43,CK#17484,SURETY-VILL FINANC/O

** DEBITS: .00 CREDITS: 45,495.08- NET: 45,495.08-

RCT DB: .00 CR: 45,495.08-

TEMPORARY MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2004, between The Villages of Lake-Sumter, Inc., as developer of Villages Financial Center, a subdivision in Sumter County, Florida, hereinafter called DEVELOPER, and Sumter County, Florida, a political subdivision of the State of Florida, hereinafter called SUMTER COUNTY.

WHEREAS, DEVELOPER is the developer of certain property located in Sumter County, Florida, which has been platted for a subdivision known as Villages Financial Center; and

WHEREAS, the streets and other improvements are dedicated to the public on the plat of Villages Financial Center; and

WHEREAS, one of the conditions for SUMTER COUNTY granting final approval of the plat of Villages Financial Center is for the DEVELOPER to guarantee the repairs and maintenance of the streets and other improvements located in the subdivision for a period of two (2) years from the date of recording the plat of Villages Financial Center.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth and the mutual covenants contained herein, the parties agree as follows:

1. This Temporary Maintenance Agreement is for a period of two (2) years beginning on the date the plat of Villages Financial Center is recorded in the Public Records of Sumter County, Florida and automatically expiring two (2) years thereafter.
2. During the term of this agreement, the DEVELOPER shall be responsible for all repairs and maintenance required on the roads and other improvements located within Villages Financial Center.
3. Upon expiration of this agreement, SUMTER COUNTY shall accept the dedication of said streets and other improvements into its maintenance system and shall release the DEVELOPER from any further obligations or responsibilities hereunder.
4. The parties hereby acknowledge the DEVELOPER'S cost to construct the roads and drainage systems in Villages Financial Center was FOUR HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED FIFTY AND 80/100 (\$454,950.80) DOLLARS. SUMTER COUNTY has agreed to accept the cash sum of FORTY FIVE THOUSAND FOUR HUNDRED NINETY-FIVE AND 08/100 (\$45,495.08) DOLLARS as and for the cost of maintaining and repairing the roads and other improvements located within Villages Financial Center should that become necessary during the two (2) year period.
5. The FORTY FIVE THOUSAND FOUR HUNDRED NINETY-FIVE AND 08/100

(\$45,495.08) DOLLARS shall be held in an interest bearing bank account with the interest accruing to The Villages of Lake-Sumter, Inc., its successor or assign, during the two (2) year time period. The DEVELOPER agrees to be responsible for paying income taxes, if any, on the interest earned.

- 6. During the said two (2) year term, if it is necessary for repairs or maintenance to be made to the streets or other improvements in the Villages Financial Center and DEVELOPER fail or refuse to make such repairs or maintenance, a signed statement from the Director of Planning and Public Services of Sumter County, or an authorized representative, shall be made to the DEVELOPER at 1100 Main Street, The Villages, Florida 32159 stating the reason for the repairs or maintenance, such as inferior materials or faulty workmanship, and the cost to repair or maintain same. Ten (10) days after such notice has been sent, if no objection has been received from the DEVELOPER, the funds including interest shall be withdrawn to pay for said repair or maintenance and SUMTER COUNTY shall make such repairs or maintenance with the withdrawn funds.
- 7. Upon expiration of the two (2) year period of time, the account established pursuant to the terms hereof shall be closed and all funds remaining therein, including accrued interest shall be paid to the DEVELOPER, or its successor or assign.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the ____ day of _____, 2004.

WITNESSES:



 Print Name Craig W. Little


 Print Name Meg Yawn

THE VILLAGES OF LAKE-SUMTER, INC.

By: 
 Name: GARY L. MOTEL
 Title: V. P. DEVELOPMENT

WITNESSES:

SUMTER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

 Print Name _____

 Print Name _____

Benny Stickland, Chairman

The Villages
 1100 Main Street
 The Villages, FL 32159

Check Date: 03/23/04

NO. 00038802

352-763-6270

INVOICE NO.	INVOICE DATE	DESCRIPTION	GROSS	DISCOUNT	AMOUNT PAID
38802	03/23/04	SURETY FOR VILLAGE FINANCIAL CENTER ROADS	45,495.08		45,495.08

Copy to
 Corole M
 PLEASE
 1.2004

SUMTER COUNTY BOARD OF COUNTY

The Villages

1100 Main Street
 The Villages, FL 32159

63-1400/631
 Citizens First Bank
 1129 Main Street
 The Villages, FL 32159

NO. 00038802

DATE 03/23/04 AMOUNT \$***45,495.08

PAY FORTY-FIVE THOUSAND FOUR HUNDRED NINETY-FIVE AND 08/100 *****

TO SUMTER COUNTY BOARD OF COUNTY
 THE COMMISSIONERS
 ORDER OF

* FILE COPY *

NON-NEGOTIABLE

/00038802/ &063114001& 0010000008/

Taylor, Amanda

From: Chavez, Tina
Sent: Friday, June 15, 2012 9:55 AM
To: Taylor, Amanda
Subject: RE: Reimbursement to the Villages
Attachments: Ltr.pdf

I met with Aimee this morning. Plat was recorded on December 19, 2004, and "As Builts" were submitted as required. We did not find a letter in Planning's file requesting road inspection. We did however find a letter dated January 22, 2007 requesting refund of funds (attached).

As Built submittal/road acceptance process per Aimee:

- As builts are due 90 days from the approval of record drawings
- As builts are held two years from submittal date
- Letter is usually sent by The Villages after the two year period requesting inspection
- Engineer and Public Works' staff member inspect road(s)
- If road is to be accepted, PW places on agenda for approval

Aimee is not aware of ever processing a request for refund of Temporary Maintenance Agreement funds.

I have not heard back from Eslye and Connie is out of the office until Monday.

Tina Chavez

Board of Sumter County Commissioners
Financial Services Department

From: Chavez, Tina
Sent: Thursday, June 14, 2012 12:12 PM
To: Taylor, Amanda
Subject: RE: Reimbursement to the Villages

Connie is out of the office until Monday. I'll get with Aimee after lunch.

I'll verify where "as built" plans are sent, but I would think in this situation it would go to Road and Bridge since they have to do the inspections. On plats developers can state "designated for public use", but that does not mean the County would automatically accept the roads (that's where MSBUs can come into play).

Tina Chavez

Board of Sumter County Commissioners
Financial Services Department

From: Taylor, Amanda
Sent: Thursday, June 14, 2012 12:02 PM
To: Chavez, Tina
Subject: RE: Reimbursement to the Villages

After looking at the agreement again it appears the road probably would have been accepted as a plat called "The Villages Financial Center". Connie or Planning might be able to find the plat easier than looking for specific road names. Please look into that with Connie and/or Planning. Let me know what Eslie says about the "as builts". Also, just a thought but would Eslie or Aimee receive the "as builts" since Planning is the one who files the plats on the agenda? Please look into that as well.

As far as the payment side, Art is going to talk with Bill on the payment and interest accrual. Once the payment portion is settled I will give it back to you to process out.

In the mean time please keep me posted on what you find between Connie, Aimee/Planning, and Eslie.

Thanks,

Mrs. Amanda Taylor
Financial Services Manager
Financial Services Dept.
7375 Powell Road, Suite 219
Widwood, FL 34785
(352) 689-4435

From: Chavez, Tina
Sent: Thursday, June 14, 2012 11:17 AM
To: Taylor, Amanda
Subject: RE: Reimbursement to the Villages

Connie has reviewed records and did not find any discussion on these roads. Our refund process is not outlined within the agreement.

According to agreement -

After two years the Developer (The Villages) will provide Sumter with "as built" drawings. Sumter will inspect roads, if Sumter approved Sumter will accept roads into maintained roads system and Developer will be released from further obligations.

(Separate bullet) Upon expiration of the two year period, account shall be closed and all funds including interest will be returned to Developer.

I have e-mailed Connie to look into records to see if we have had similar agreements in the past and try to see how those were handled.

I have also e-mailed Eslie to see if "as built" was received.
Tina Chavez

Board of Sumter County Commissioners
Financial Services Department

From: Taylor, Amanda
Sent: Saturday, June 09, 2012 8:39 AM
To: Chavez, Tina
Subject: RE: Reimbursment to the Villages

Ok what is the process according to the agreement? Also, can you verify with Connie and see if it was discussed but not accepted according to the minutes.

Thanks,

Amanda

Sent from my Verizon Wireless 4G LTE DROID

-----Original message-----

From: "Chavez, Tina" <Tina.Chavez@sumtercountyfl.gov>
To: "Taylor, Amanda" <Amanda.Taylor@sumtercountyfl.gov>
Sent: Fri, Jun 8, 2012 15:43:06 EDT
Subject: RE: Reimbursment to the Villages

Elsie called and stated he can not find where these roads were accepted into the County Road Maintenance System. He has spoke with both Stacy Gant and Connie Webb and they have no records either.

Tina Chavez

Board of Sumter County Commissioners
Financial Services Department

From: Taylor, Amanda
Sent: Thursday, June 07, 2012 7:49 AM
To: Chavez, Tina
Subject: RE: Reimbursment to the Villages

Please keep me posted on what you hear from Eslie.

Thanks,

Mrs. Amanda Taylor
Financial Services Manager
Financial Services Dept.
7375 Powell Road, Suite 219
Widwood, FL 34785
(352) 689-4435

From: Chavez, Tina
Sent: Wednesday, June 06, 2012 10:21 AM
To: Taylor, Amanda
Subject: RE: Reimbursment to the Villages

Original forms are in your "IN" box on the back of your desk.

Tina Chavez

Board of Sumter County Commissioners
Financial Services Department

From: Chavez, Tina
Sent: Wednesday, June 06, 2012 10:16 AM
To: Taylor, Amanda
Subject: Reimbursement to the Villages

It appears that we are still holding the \$45,495.08. It was deposited into account 001-229190 on April 1, 2004. Attached finance reports shows it is still there. Per agreement it should have been in an interest bearing account, it does not appear that interest has been added.

I am not sure if the County ever accepted the roads. I am waiting on a return call from Elsie Oxendine.

Tina Chavez
Financial Services Support Specialist

Board of Sumter County Commissioners
Financial Services Department
7375 Powell Road, Ste 206
Wildwood, FL 34785

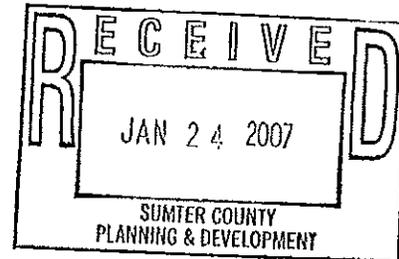
(352)689-4435 Phone
(352)679-4436 Fax
WWW.SumterCountyFL.gov



Accounting

1020 Lake Sumter Landing • The Villages, Florida 32162
352-753-6270 • FAX: 352-753-6253

January 22, 2007



Ms. Robbie Rogers
Sumter County Director of Planning & Development
209 North Florida Street – Suite 5
Bushnell, FL 33513

Reference: Temporary Maintenance Agreement

Dear Ms. Rogers,

The Villages issued a check to the Sumter County Board of County Commissioners dated March 23, 2004 in the amount of \$45,495.08 for a temporary maintenance agreement ("Agreement) related to The Villages Financial Center. The Agreement required that Sumter County would maintain this deposit for a period of two years after the plat for The Villages Financial Center was recorded. The plat was recorded on December 19, 2004.

The purpose of this letter is to request that Sumter County return the \$45,495.08 to The Villages of Lake-Sumter, Inc..

Please contact me should you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'John F. Wise'.

John F. Wise
Chief Financial Officer

JFW/lct
L0012

The Villages
 1100 Main Street
 The Villages, FL 32159

Check Date: 03/23/04

NO. 00038802

352-753-8270

INVOICE NO.	INVOICE DATE	DESCRIPTION	GROSS	DISCOUNT	AMOUNT PAID
38802	03/23/04	SURETY FOR VILLAGE FINANCIAL CENTER ROADS	45,495.08		45,495.08

Copy to JOHN 11/9/07

Copy to Corole M PLEASE
 1.2004

SUMTER COUNTY BOARD OF COUNTY

The Villages

1100 Main Street
 The Villages, FL 32159

63-1400631
 Citizens First Bank
 1128 Main Street
 The Villages, FL 32159

NO. 00038802

DATE 03/23/04 AMOUNT \$***45,495.08

PAY FORTY-FIVE THOUSAND FOUR HUNDRED NINETY-FIVE AND 08/100 *****

TO SUMTER COUNTY BOARD OF COUNTY
 THE COMMISSIONERS
 ORDER OF

* FILE COPY *

NON-NEGOTIABLE

/00038802/ &063114001& 0010000008/

THE VILLAGES OF LAKE/SUMTER, INC
DISBURSMENT REQUEST

Manual Check: YES NO

Return Check To: Wue /
Name Department

CHECK REQUEST

Payee: Sumter County Board of
County Commissioners

Date: 3/22/04
Check Amount \$ 45,495.08
Purpose: Deposit
Proposed By: Gary Meyer

Vendor Number: _____

Approval: Wue

Invoice Number	Invoice Total	Invoice Date	Description	Due Date	Charge To GL Account Number	Invoice Amount
			Deposit for Road		1	
			Improvements in			
			Financial Center on			
			CR 466		1.2004	45,495.08
			surety for Villages			
			Financial Center Roads"			

TEMPORARY MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2004, between The Villages of Lake-Sumter, Inc., as developer of Villages Financial Center, a subdivision in Sumter County, Florida, hereinafter called DEVELOPER, and Sumter County, Florida, a political subdivision of the State of Florida, hereinafter called SUMTER COUNTY.

WHEREAS, DEVELOPER is the developer of certain property located in Sumter County, Florida, which has been platted for a subdivision known as Villages Financial Center; and

WHEREAS, the streets and other improvements are dedicated to the public on the plat of Villages Financial Center; and

WHEREAS, one of the conditions for SUMTER COUNTY granting final approval of the plat of Villages Financial Center is for the DEVELOPER to guarantee the repairs and maintenance of the streets and other improvements located in the subdivision for a period of two (2) years from the date of recording the plat of Villages Financial Center.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth and the mutual covenants contained herein, the parties agree as follows: *recorded 12.19.04*

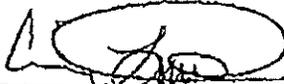
1. This Temporary Maintenance Agreement is for a period of two (2) years beginning on the date the plat of Villages Financial Center is recorded in the Public Records of Sumter County, Florida and automatically expiring two (2) years thereafter.
2. During the term of this agreement, the DEVELOPER shall be responsible for all repairs and maintenance required on the roads and other improvements located within Villages Financial Center.
3. Upon expiration of this agreement, SUMTER COUNTY shall accept the dedication of said streets and other improvements into its maintenance system and shall release the DEVELOPER from any further obligations or responsibilities hereunder.
4. The parties hereby acknowledge the DEVELOPER'S cost to construct the roads and drainage systems in Villages Financial Center was FOUR HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED FIFTY AND 80/100 (\$454,950.80) DOLLARS. SUMTER COUNTY has agreed to accept the cash sum of FORTY FIVE THOUSAND FOUR HUNDRED NINETY-FIVE AND 08/100 (\$45,495.08) DOLLARS as and for the cost of maintaining and repairing the roads and other improvements located within Villages Financial Center should that become necessary during the two (2) year period.
5. The FORTY FIVE THOUSAND FOUR HUNDRED NINETY-FIVE AND 08/100

(\$45,495.08) DOLLARS shall be held in an interest bearing bank account with the interest accruing to The Villages of Lake-Sumter, Inc., its successor or assign, during the two (2) year time period. The DEVELOPER agrees to be responsible for paying income taxes, if any, on the interest earned.

- 6. During the said two (2) year term, if it is necessary for repairs or maintenance to be made to the streets or other improvements in the Villages Financial Center and DEVELOPER fail or refuse to make such repairs or maintenance, a signed statement from the Director of Planning and Public Services of Sumter County, or an authorized representative, shall be made to the DEVELOPER at 1100 Main Street, The Villages, Florida 32159 stating the reason for the repairs or maintenance, such as inferior materials or faulty workmanship, and the cost to repair or maintain same. Ten (10) days after such notice has been sent, if no objection has been received from the DEVELOPER, the funds including interest shall be withdrawn to pay for said repair or maintenance and SUMTER COUNTY shall make such repairs or maintenance with the withdrawn funds.
- 7. Upon expiration of the two (2) year period of time, the account established pursuant to the terms hereof shall be closed and all funds remaining therein, including accrued interest shall be paid to the DEVELOPER, or its successor or assign.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the ____ day of _____, 2004.

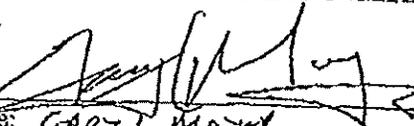
WITNESSES:



 Print Name Craig W. Little

 Print Name Meg Yawn

THE VILLAGES OF LAKE-SUMTER, INC.

By: 
 Name: GARY L. MEYER
 Title: V.P. DEVELOPMENT

WITNESSES:

SUMTER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

 Print Name _____

 Print Name _____

Benny Stickland, Chairman