



## REQUEST FOR PROPOSALS

Notice is hereby given that the Board of County Commissioners of Sumter County, Florida, will be receiving proposals for the following:

“SUMTER COUNTY Refurbish County Fire Vehicle #601, 1980 100’ Sutphen Aerial Apparatus”

Detailed proposals are available upon request by calling (352) 569-6067, or by coming to the County Commissioners Office, Budget & Purchasing Department, Room 220, Sumter County Government Offices, 910 North Main Street, Bushnell, Florida, or by contacting Demand Star at 1-800-711-1712 or [www.DemandStar.com](http://www.DemandStar.com).

All inquiries and questions regarding this RFP must be made only to the contact identified below and shall be made in writing by fax, e-mail, or mail:

Amanda Taylor, Budget & Purchasing Coordinator

Mailing Address: 910 N. Main Street, Suite 220

Bushnell, FL 33513

E-mail: [Amanda.Taylor@sumtercountyfl.gov](mailto:Amanda.Taylor@sumtercountyfl.gov)

Fax: (352) 793-0207

The deadline for submission of questions relating to the RFP shall be June 2, 2010 at 5:00 PM. Proposals must be received by the County no later than 10:00am, June 21, 2010. Late submittals will be rejected and returned unopened to the Proposer. Proposals must be firmly sealed in packaging that is clearly marked on the outside: “Board of Sumter County Commissioners Refurbish County Fire Vehicle #601, 1980 100’ Sutphen Aerial Apparatus RFP 158-0-2010\AT”. Sealed Proposals must be mailed or delivered to Mrs. Amanda Taylor at the above listed address.

Upon submission, all Proposals become the property of the County, who has the right to use any or all ideas presented in any Proposal submitted in response to this RFP, whether or not the Proposal is accepted. Proposals will be opened immediately following the due date and time.

BOARD OF COUNTY COMMISSIONERS  
SUMTER COUNTY, FLORIDA  
PUBLISH 5/19/2010

RFP 158-0-2010/AT Refurbish County Fire Vehicle #601, 1980 100' Sutphen Aerial Apparatus bid opening meeting was held on June 21, 2010 at 10:05am in Room 142 at the Government Offices, 910 North Main Street, Bushnell, FL 33513.

Amanda Taylor and Leland Greek were present to represent county staff.

Amanda stated one bid was received on time, zero bids were received late and zero "No Proposals" were received.

The bid received was from Deep South Fire Trucks, Inc. in the amount of \$69,650.00.

Amanda stated the Selection Review Committee would meet on July 25, 2010 to review and discuss their options.

The meeting adjourned at 10:09am.

RFP 158-0-2010/AT Refurbish County Fire Truck Vehicle #601, 1980 100' Sutphen Aerial Apparatus Selection Review Committee Meeting was held on June 25, 2010 at 10:00am in Room 142 located at the Government Offices, 910 North Main Street, Bushnell, FL 33513.

Amanda Taylor, Budget & Purchasing Coordinator; Bill Gulbrandsen, Fire Chief; Leland Greek, Deputy Fire Chief and BJ Blockyou, Lieutenant were present to represent county staff.

Mrs. Taylor stated following this meeting the Selection Committee's recommendation would be taken to the Board on July 13, 2010.

Mrs. Taylor stated since there was only one bid submitted the Committee could recommend award or could reject and recommend a re-bid. Mrs. Taylor then turned the meeting over to the Committee.

Mr. Greek and Mr. Gulbrandsen stated after review the proposal meet the required qualifications and time frame for completing the project. Mr. Blockyou stated this company does good work. Mr. Gulbrandsen stated the proposal amount was higher than anticipated but was workable and the funds were available in the budget. Mr. Gulbrandsen also stated this project would cross budget years; the project would start in 09/10 and be completed in 10/11.

Mr. Gulbrandsen made a motion to recommend Deep South Fire Trucks, Inc. to the Board on July 13<sup>th</sup> and enter into contract so they could begin working on the fire truck. Mr. Greek seconded the motion. All were in agreement with the recommendation.

The meeting adjourned at 10:15am.

New/Pre-Owned  
Fire Truck/Apparatus  
Per Your Specifications



Quality Fleet Sales  
and Liquidation Service  
– Appraisals –

[deepsouthfiretrucks.com](http://deepsouthfiretrucks.com)

*Mail*  
P.O. Box 293  
Seminary, MS 39479-0293

*Physical*  
2342 Highway 49 North  
Seminary, MS 39479

601-722-4166  
Fax 601-722-4168  
48 States 1-800-727-4166

Sumter County BCC  
910 North Main Street  
Bushnell, FL 33513

June 17, 2010

Dear Honorable Board,

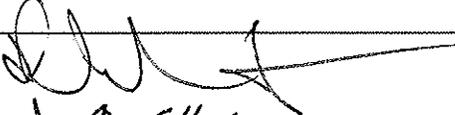
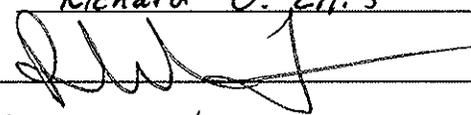
We at Deep South Fire Trucks, Inc. greatly appreciate the opportunity to place a bid on your needed fire apparatus refurbishment. We have had great pleasure serving your fine county in the past and hope to be able to do business with you again. We have prepared a set of specifications on the work to be done to your existing ladder apparatus. The included specifications will meet or exceed all your requested specifications and repairs. If you have any questions regarding the work we have proposed, please do not hesitate to call us at your earliest opportunity. We have been building and refurbishing fire apparatus for over 20 years, and feel we can supply you with work and refurbishment on this project that you will be please with. We thank you once again for the opportunity to bid on your project and look forward to hearing from you soon.

Price on apparatus refurbishment with freight included.....\$ 69,650.00

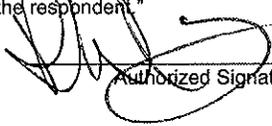
Sincerely and Thanks,

  
Kevin Eavenson, FL Sales  
800 727 4166 Office  
601 765 7101 Cell

**PART 4  
PROPOSAL DOCUMENTS  
PROPOSAL COVER PAGE**

<b>Name of Firm, Entity or Organization:</b> <i>Deep South Fire Trucks, Inc.</i>
<b>Federal Employer Identification Number (FEIN):</b> <i>205-177-436</i>
<b>State of Florida License Number (If Applicable):</b>
<b>Name of Contact Person:</b> <i>Kevin Eavenson</i>
<b>Title:</b> <i>Florida Sales Rep.</i>
<b>E-Mail Address:</b> <i>dsftcfo@bellsouth.net</i>
<b>Mailing Address:</b> <i>P.O. Box 293</i>
<b>Street Address (if different):</b> <i>2342 US 49 North</i>
<b>City, State, Zip:</b> <i>Seminary, MS 39479</i>
<b>Telephone:</b> <i>800-727-4166</i> <b>Fax:</b> <i>601-722-4168</i>
<b>Organizational Structure – Please Check One:</b> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input type="checkbox"/>
<b>If Corporation:</b> <b>Date of Incorporation:</b> <i>2006</i> <b>State of Incorporation:</b> <i>Mississippi</i>
<b>States Registered in as Foreign Corporation:</b>
<b>Authorized Signature:</b> 
<b>Print Name:</b> <i>Richard O. Ellis</i>
<b>Signature:</b> 
<b>Title:</b> <i>President / Owner</i>
<b>Phone:</b> <i>601-722-4166</i>
<b><i>This document must be completed and returned with your Submittal.</i></b>

## PROPOSER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners  910 North Main Street Bushnell, Florida, 33513 Phone 352-793-0200 Fax 352-793.0207		SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS  REQUEST FOR PROPOSAL (RFP) CERTIFICATION  AND ADDENDA ACKNOWLEDGMENT	
<b>DUE DATE: June 21, 2010</b>	<b>DUE TIME: 10:00 AM</b>	<b>RFP # 158-0-2010/AT</b>	
<b>TITLE: Refurbish of County Vehicle #601, 1980 100' Sutphen Aerial Apparatus</b>			
<b>VENDOR NAME:</b> <i>Bell South Fire Trucks, Inc.</i>		<b>PHONE NUMBER:</b> <i>800-727-4166</i>	
<b>VENDOR MAILING ADDRESS:</b> <i>P.O. Box 293</i>		<b>FAX NUMBER:</b> <i>601-722-4168</i>	
<b>CITY/STATE/ZIP:</b> <i>Seminary, MS 39479</i>		<b>E-MAIL ADDRESS:</b> <i>dsftcfo@bellsouth.net</i>	
"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that 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 that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that 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."			
_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #
"I certify that this quote 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 that I am authorized to sign this response and that 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 Sumter County Board of County Commissioners (BOCC), respondent agrees that if this proposal is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC 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 for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."			
_____ <i>Richard O. Ellis, President</i> Authorized Agent Name, Title (Print)		_____  Authorized Signature	_____ <i>6/16/2010</i> Date
<b><i>This form must be completed and returned with your Submittal</i></b>			

STATEMENT OF TERMS AND 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 Proposal/Bid 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 Proposals/Bids 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 Board of Sumter County Commissioners, and their 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 tenant.

PROHIBITION OF LOBBYING: During the black out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposal, or Qualifications, or information, as applicable, are received at Contracts / Purchasing 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, any member of the Board, or any Board employee other than the Budget & Purchasing Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposal (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Budget & Purchasing Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, 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 any of the Boards at the time of the RFP or BID, 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 RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Budget & Purchasing Manager before the date listed herein 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-Proposal/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder 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 bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board 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 Proposal/Bid 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 RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's 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 RFP's/BID's must make an appointment by calling the Budget & Purchasing Manager at (352) 793-0200. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

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

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the work for which their RFP/BID has been submitted; or to refrain from bidding 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/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the Boards 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 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/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID 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 Budget & Purchasing Manager 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 Proposers/Bidders 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.

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

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

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder 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 Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein. Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

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

AWARD OF BID: It is the Boards' intent to select a vendor within sixty (60) calendar days of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least ninety (90) calendar days after the deadline for receipt of the RFP/BID.

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

PREPARATION COSTS: The Boards shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Budget & Purchasing Manager). 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.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"): The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract - services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval - without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Budget & Purchasing Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a proposal/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Budget & Purchasing Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Budget & Purchasing Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

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 Board 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.

ACKNOWLEDGER:

[Handwritten signature and date 6/16/2010]

This document must be completed and returned with your Submittal

**STATEMENT OF CONTRACTOR'S EXPERIENCE AND PERSONNEL**

(Contractor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your proposal).

CONTRACTOR: Deep South Fire Trucks, Inc.

DATE: June 16, 2010

1. How many years has your organization been in business under your present business name?  
4 years

2. List all previous business names of your organization:  
Deep South Truck + Eq. Sales, Inc.

3. How many years experience in Arial Apparatus Repair? 22 years  
 Prime Contractor X Subcontractor \_\_\_\_\_

4. List all officers and directors of your organization:

NAME	POSITION/TITLE
<u>Richard O. Ellis</u>	<u>Pres.</u>
<u>Charles Barber</u>	<u>VP</u>
<u>Michael Taormina</u>	<u>Treas.</u>

5. Have you ever failed to complete any work awarded to you in the last 3 years?  
 Yes \_\_\_\_\_ No X. If yes, where and why?  
 \_\_\_\_\_  
 \_\_\_\_\_

**EXPERIENCE**

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization?

<u>Eric S. Lott</u>	<u>Shop Manager</u>
Name	Position
<u>General Refurb/Ladder Specialist</u>	<u>15</u>
Type of Work	Yrs. Experience
	<u>15</u>
	Yrs. With Firm

<u>Herman Atwood</u>	<u>Head Mechanic</u>
Name	Position
<u>All Mechanic Work/Refurb</u>	<u>35</u>
Type of Work	Yrs. Experience
	<u>12</u>
	Yrs. With Firm

<u>Burt Craft</u>	<u>Head Electrician</u>
Name	Position
<u>All Electrical Work</u>	<u>20</u>
Type of Work	Yrs. Experience
	<u>8</u>
	Yrs. With Firm

Name	Position
Type of Work	Yrs. Experience
	Yrs. With Firm

Name	Position
Type of Work	Yrs. Experience
	Yrs. With Firm

2. List/describe five (5) refurbishing contracts that you currently have or have recently completed.

<u>Sumter County Pumper Refurb</u>	<u>Deep South</u>
Project	Location
<u>7-7-2009</u>	<u>\$62,920.00</u>
Date	Contract Amount
<u>Kevin Eavenson - 601-722-4166</u>	
Project Architect Contact Name and Phone Number	
<u>Sumter Co. Fire Dept.</u>	<u>352-793-0212</u>
Owner's Contact Name and Phone Number	

<u>Fisher Ferry Pumper Refurb</u>	<u>Deep South</u>
Project	Location
<u>10-10-2009</u>	<u>\$30,000.00</u>
Date	Contract Amount
<u>Preston Graham 601-722-4166</u>	
Project Architect Contact Name and Phone Number	
<u>Kelly Worthy</u>	<u>601-218-0727</u>
Contact Name and Phone Number	

Project	Shell Road Tanker Refurb	Deep South
Date	2-1-2010	Contract Amount
Project Architect Contact Name and Phone Number	Richard Ellis 601-722-4166	\$14,500.00
Contact Name and Phone Number	Bill Warren 601-331-8490	

Project	Haskell Ladder	Deep South
Date	Current	Contract Amount
Project Architect Contact Name and Phone Number	Richard Ellis 601 722 4166	\$94,000.00
Contact Name and Phone Number	Brian Cotten 501-840-1877	

Project	Valley Grande Pumper	Deep South
Date	3-1-2010	Contract Amount
Project Architect Contact Name and Phone Number	Scott Walters 601-765-7126	\$45,000.00
Contact Name and Phone Number	Don Carter 334-875-1580	

**CONTRACTOR'S AFFIDAVIT**

State of Florida  
 County of \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ who is (title) \_\_\_\_\_ of (the company described herein) \_\_\_\_\_ being duly sworn, deposes and say that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by The Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

NOTARY PUBLIC - STATE OF FLORIDA  
 (Signature of Notary Public)

\_\_\_\_\_  
 (Print Name of Notary Public)

(seal)

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Deep South Fire Trucks, Inc.  
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, 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 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, 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 work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

[Signature]  
Authorized Signature

6/16/2010  
Date Signed

State of: Mississippi

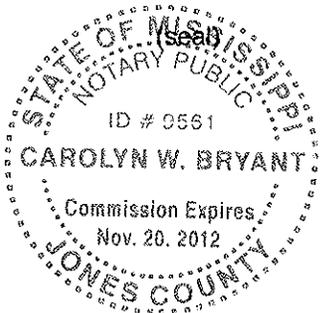
County of: Covington

Sworn to and subscribed before me this 16 day of June, 2010

Personally known X or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

Carolyn W Bryant  
Signature of Notary

My Commission Expires 11-20-12



***This document must be completed and returned with your Submittal***  
**DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS AND SUPPLIERS**

**SUBCONTRACTOR LICENSE INFORMATION MUST BE SUBMITTED WITH THE RFP, IN ORDER FOR SUMTER COUNTY TO VERIFY THAT THE SUBCONTRACTOR ARE IN FACT LICENSE PERFORM THEIR TRADE SCOPE OF WORK.**

**Name of Firm Submitting Proposal:**

Deep South Fire Trucks, Inc.  
(Print or Type)

**Name of Person Submitting Proposal:**

Kevin Eavenson  
(Print or Type)

**Please list all Subcontractors, or Material \ Equipment Suppliers to be used in connection with performance of this contract. Attach additional sheets as necessary.**

**Name of Firm or Agency:** Deep South Fire Trucks, Inc.

**Address:** 2342 US 49 North

**Telephone:** 800-727-4166

**Contractor's License number** 205-177-436

**Contact Name / Title:** Kevin Eavenson, FL Sales

**Name of Firm or Agency:**

**Address:**

**Telephone:**

**Contractor's License number**

**Contact Name / Title:**

**Name of Firm or Agency:**

**Address:**

**Telephone:**

**Contractor's License number**

**Contact Name / Title:**

**Name of Firm or Agency:**

**Address:**

**Telephone:**

**Contractor's License number**

**Contact Name / Title:**

---

**Name of Firm or Agency:**

---

Address:

---

Telephone:

---

Contractor's License number

---

Contact Name / Title:

---

***This document must be completed and returned with your Submittal***

**PART 6  
EXHIBITS  
Exhibit A  
Proposal Form**

To: Bradley Arnold, County Administrator  
910 N. Main Street, Bushnell, FL 33513  
Telephone: (352) 793-0200  
Fax: (352) 793-0207

Re: **RFP # 158-0-2010/AT Refurbish County Fire Vehicle #601, 1980 100' Sutphen Aerial Apparatus**

Dear Mr. Arnold:

1. Having carefully examined all the drawings and specifications prepared by Sumter County for the project listed above:

And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for the Lump Sum Amount of:

Sixty-nine thousand six hundred fifty Dollars (\$ 69,650.<sup>00</sup> )

2. The indicated project shall be completed within 120 calendar days.
3. In submitting this Proposal, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any and all proposals.
4. The Contractor hereby acknowledges the receipt of Addenda No. None issued during the proposal period and certifies their inclusion in the proposal. (Indicate "NONE" if no addendums were received).
5. The Undersigned agrees that this proposal will hold good for sixty (60) days from due date.
6. All request for information (RFI's) will be sent to Mrs. Amanda Taylor for response.

Date: 6-16-2010

Deep South Fire Trucks, Inc.  
Contractor  
By: Richard Ellis  
Title: Pres  
Telephone: 601-722-4166  
Address: 2342 US 99 North  
Seminole, MS 39479

*New/Pre-Owned  
Fire Truck/Apparatus  
Per Your Specifications*



*Quality Fleet Sales  
and Liquidation Service  
– Appraisals –*

*deepsouthfiretrucks.com*

*Mail  
P.O. Box 293  
Seminary, MS 39479-0293*

*Physical  
2342 Highway 49 North  
Seminary, MS 39479*

*601-722-4166  
Fax 601-722-4168  
48 States 1-800-727-4166*

Board of County Commissioners of Sumter County  
Sumter County Refurbish County Fire Vehicle #601  
1980 100' Sutphen Aerial Apparatus  
RFP# 158-0-2010/AT

### **Existing Unit Details**

1980 Aerial Apparatus  
Chassis-Sutphen  
Model-Aerial  
VIN# 8VA404730  
Mileage-49,705  
Department ID Vehicle #601

### **Scope of Work**

Deep South Fire Trucks, Inc. will repair, replace, and restore above listed apparatus per below listed specifications. Any work that must be done is to be approved by Sumter County officials. Deep South will pick up vehicle and return it to the Fire Department after work is finished. The work as described below will be completed within 120 calendar day after apparatus is picked up at Fire Department.

### **Extension Cylinders- Replace**

Deep South will replace seals on all extension cylinders.  
Deep South will replace the ladder and stabilizer extension cylinders.

### **Bucket Control Replacement**

Deep South will rebuild the existing bucket controls as a new system to match the 1990 and newer operating system is not available. A lockout device will be installed to eliminate unintentional movement of the control sticks.

### **Replace Electric Cable Reel**

Deep South will replace the electric cable reel (spool) that serves the tower boom

### **Re-upholster Front Seats**

Deep South will re-upholster cushions on both front seats in the cab. During re-upholster the cushion seats will be reinforced.

### **Install Inclinometer**

Deep South will install an inclinometer on the boom.

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Fire Truck/Apparatus  
Per Your Specifications*



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and Liquidation Service  
– Appraisals –*

*deepsouthfiretrucks.com*

*Mail  
P.O. Box 293  
Seminary, MS 39479-0293*

*Physical  
2342 Highway 49 North  
Seminary, MS 39479*

*601-722-4166  
Fax 601-722-4168  
48 States 1-800-727-4166*

### **Reflective Stripes on the Rear Bulkheads (Chevrons)**

Deep South will apply red and yellow reflective striping on the rear facing body bulkheads. The striping will consist of a series of 4" alternating color stripes slanted at a 45 degree angle. The Chevron design, colors, and pattern will be meet all the requirements of NFPA 1901, 2009 Edition.

### **Rubber Stops in Front Leaf Springs**

Deep South will replace both rubber stops in front leaf springs.

### **Hose Bed Body Work**

Deep South will repair rusted areas of the hose bed near the ladder cradle. Hose bed repairs will be filled and painted to match the rest of the vehicle.

### **Pre-Connect Hose Bed**

Deep South will replace the existing rotten wood hose bed slats will be replaced with composite, non corrosive and non-weathering material.

### **Intercom System**

Deep South will replace the inoperable intercom system from pedestal to bucket.

### **Rear Tail Lights**

Deep South will replace the existing tail lights with appropriate LED lighting; lights will meet all DOT and NFPA requirements.

### **Throttle Cable (Cab)**

Deep South will replace existing accelerator throttle cable in cab of truck.

### **Speedometer/Odometer**

Deep South will replace the existing speedometer/odometer to ensure working order. Odometer will be certified with proper mileage.

### **Air Brakes**

Deep South will overhaul air compressor seals and flush brake system.

### **Brake System**

Deep South will evaluate the entire brake system and make any needed repairs to ensure safe and proper function and operation. The air system will be checked for proper operation as per manufactures' specifications. Any work to make system meet these specifications will be preformed.

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48 States 1-800-727-4166*

### **Leaking Hoses/Fitting to Stabilizers**

Deep South will replace all leaking/rusty/damages hydraulic hoses to stabilizers/outriggers.

### **Radiator**

Deep South will replace radiator and associated hoses

### **Steering System**

Deep South will replace front ball joints and evaluate the steering linkage for correct operation. Repairs will be preformed as needed.

### **Reflective Body Striping**

Deep South will add a 2" white reflective stripe above and touching the existing gold over white reflective striping. Completed striping will result in a 6" white stripe with 1" gold center stripe appearance. The striping will appear similar to the department's other aerial truck.

### **Paint Cab**

Deep South will paint the cab section of the apparatus in high grade poly urethane paint. All areas to be painted will have any necessary body work done prior to the paint process. All areas to be painted will be prepped and primed appropriately.

### **Remove Chrome Strip**

Deep South will remove and fill current chrome strip on front of cab prior to body work and painting.

### **Cab Reflective Striping**

Deep South will apply reflective striping on cab of truck after painting to match scheme per provided photos.

### **Graphics/Lettering**

Deep South will apply lettering and graphics after painting in the following manner:

- The words "Sumter County" in gold reflective lettering with black shadow outlining arched over the department decal on both front doors.
- The word "Tower" in gold reflective lettering with black shadow outlining arched over the number "31" on the passenger compartment panel.
- The number "31" in gold lettering with black shadow outlining on the passenger compartment panel.
- The word "Wildwood" in gold reflective lettering with black shadow outlining straight lettering under the number "31" on the passenger side compartment panel.

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Seminary, MS 39479*

*601-722-4166  
Fax 601-722-4168  
48 States 1-800-727-4166*

- The word “Sumter” in gold reflective lettering with black shadow outlining straight lettering across the reflective stripe on the front of the vehicle.
- The word “Tower” in gold reflective lettering with black shadow outlining arched over the number “31” on the front of the vehicle.
- The number “31” in gold reflective lettering with black shadow outlining on the front of the vehicle.
- All graphics will comply with scheme and placement consistent with current apparatus as shown in the sample photos.

#### **Decal Installation**

Deep South will apply one (1) pair of decals provided by fire department, decals to be placed per sample photos.

#### **Pump**

Deep South replace pump packing as needed, inspect all pump components, repair as needed and re-certify the pump according to NFPA standards. Pump will be UL tested after all work is preformed.

#### **Drive Lines**

Deep South will inspect all drive lines, drive shafts, tank supports, frame “trueness”, brake lines, axles, and joints to ensure proper DOT specifications and repair/correct as needed.

#### **Ladder Recertification**

Deep South will have a third party inspection and recertification by qualified company before delivery back to Sumter County.

#### **Warranty**

All Deep South Workmanship 1 Year

**COMMON POLICY DECLARATIONS**

Colony Insurance Company  
 8720 Stony Point Parkway, Suite 300  
 Richmond, VA 23235  
 (Underwritten by Colony Management Services, Inc.)

POLICY NUMBER  
GP 3724120  
 RENEWAL OF  
GP 3724026

**Underwriting Office:**

Colony Management Services, Inc.  
 7272 E. Indian School Rd., Suite 500  
 Scottsdale, AZ 85251  
 (877) 251-3422

**1. NAMED INSURED and MAILING ADDRESS:**

DEEP SOUTH FIRE TRUCKS, INC  
 P.O. BOX 293  
 SEMINARY MS 39479

**PRODUCER:**

Southern Cross Underwriters  
 6311 Ridgewood Rd, Suite E401  
 Jackson, MS 39211

**PRODUCER NUMBER: 23004**

**2. POLICY PERIOD: From 04/09/2010 to 04/09/2011 12:01 A.M. Standard Time at your Mailing Address above.**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

COVERAGE PARTS	PREMIUM
Commercial Auto	\$ 49,455
Garage Coverage Part	\$ N/A
Business Automobile Coverage Part	\$ See G1501
Commercial Property Coverage Part	\$ N/A
Commercial Crime Coverage Part	\$ N/A
Commercial Inland Marine Coverage Part	\$ N/A
<b>TOTAL</b>	<b>\$ 49,455</b>
POLICY FEE	\$ 500.00
MS SURPLUS LINES TAX	\$ 1,998.20
STAMPING FEE	\$ 124.89
	\$
	\$
	\$
	\$
	\$
	\$

*lines insurance. The company issuing the policy is not licensed by the State of Mississippi but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.*

Premium shown is payable at inception.

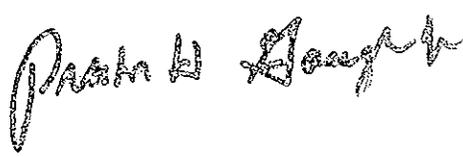
Total Policy Premium: \$ 52,078.09

**4. FORMS APPLICABLE TO ALL COVERAGE PARTS:**

See Schedule of Forms and Endorsements - G1502

**5. BUSINESS DESCRIPTION: Dealer (T02) Truck Dealer 122001**

**NOTE:** This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.



Countersigned: \_\_\_\_\_  
 Date

By: \_\_\_\_\_  
 Authorized Representative

## GARAGE COVERAGE PART DECLARATIONS

Made a part of Policy Number GP 3724120

Effective Date 04/09/2010  
(12:01 A.M., Standard Time)

**ITEM ONE - NAMED INSURED AND MAILING ADDRESS / POLICY PERIOD / BUSINESS DESCRIPTION**

Shown in Common Policy Declarations

**ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS:**

This policy provides only those coverages identified by entry of a PREMIUM and by entry of the applicable COVERED "AUTO" DESIGNATION SYMBOL in the columns below (numerical symbols are defined in Section 1 of the Garage Coverage Form). Entry of a covered "auto" symbol next to Liability provides coverage for "garage operations".

GARAGE COVERAGE		COVERED "AUTOS"	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS			PREMIUM
			Each "Accident" "Garage Operations"	Aggregate-"Garage Operations"		
LIABILITY		22, 29, 27	"Auto" Only	Other Than "Auto" Only	Other Than "Auto" Only	\$30,957
			\$1,000,000	\$1,000,000	\$2,000,000	
			G A R A G E  K E E P E R S  P H D A S I C A L		30	
COMPREHENSIVE						
30						
S P E C I F I E D C A U S E S O F L O S S		31, 27	SEE LIMITS OF INSURANCE ON PAGE 2 AND 3 OF DECLARATIONS			\$15,914
		COMPREHENSIVE				
		31, 27				
MEDICAL PAYMENTS						
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (VIRGINIA ONLY)			SEPARATELY STATED IN THE ENDORSEMENT			
UNINSURED/UNDERINSURED MOTORIST		22, 27	SEPARATELY STATED IN THE ENDORSEMENT			\$1,528
PERSONAL INJURY PROTECTION			SEPARATELY STATED IN THE ENDORSEMENT			
PROPERTY PROTECTION INSURANCE (MICHIGAN ONLY)			SEPARATELY STATED IN THE ENDORSEMENT			
FIRE LEGAL LIABILITY			SEPARATELY STATED IN THE ENDORSEMENT			
BUILDING & PERSONAL PROPERTY			SEPARATELY STATED IN THE COVERAGE PART DECLARATIONS			

**ITEM THREE - LOCATIONS WHERE YOU CONDUCT GARAGE OPERATIONS**

See Common Policy Declarations

## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT (Contract") is made this 13th day of July, 2010, between the Board of County Commissioners of Sumter County, Florida (the "Board"), 910 N. Main St., Ste. 201, Bushnell, FL 33513 (County) and Deep South Fire Trucks, Inc. (Independent Contractor).

WHEREAS, the Board has duly advertised bids and selected to award a contract for RFP 158-0-2010/AT Refurbish County Fire Vehicle #601, 1980 100' Sutphen Aerial Apparatus, and;

WHEREAS, Deep South Fire Trucks, Inc. is capable of providing all services as called for in the bid specifications and this contract. Deep South Fire Trucks, Inc. shall be hereinafter referred to as Independent Contractor, and;

WHEREAS, this Contract supersedes the bid specifications and the terms and conditions described herein shall prevail;

NOW THEREFORE, the parties agree as follows:

1. County does hereby contract with the Independent Contractor to provide goods and or services consistent with the Scope of Work attached hereto and incorporated herein as Exhibit "A", as set forth *in haec verba*.
2. The parties accept the above recitals as true and correct, and incorporate them as stated herein.
3. **Commencement and Completion.** The services outlined in Exhibit "A" must be commenced within 120 days of the date the last party executes this Agreement.
4. **Contract Sum.** The Independent Contractor shall be paid \$69,650.00 (the "Contract Sum") upon completion of the services contemplated by the Scope of Work attached hereto as Exhibit "A". Any increase or decrease in the Scope of Work within Exhibit "A" must result in a proportionate increase or decrease in the Contract Sum, which must be agreed to by the parties and set forth in writing. There shall be no increases in the Contract Sum without the written approval of the County.
5. All goods and/or services provided by Independent Contractor shall be performed and/or provided in a good and workmanlike fashion in compliance with any applicable industry standards and any applicable codes and regulations.
6. The Independent Contractor agrees to secure and maintain any and all proper and applicable County, Municipal and State licensing and permits and abide by all applicable Federal, State and Local Regulations.
7. The Independent Contractor must maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as the county's review or

acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Independent Contractor under this contract.

8. **Financial Rating of Insurance Companies** All insurance companies must have financial rating of **A-** or higher by A.M. Best.
9. **Commercial General Liability** The Independent Contractor shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence and **\$2,000,000** Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.
10. **Business Automobile Liability** The Independent Contractor shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Independent Contractor does not own automobiles, the Independent Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
11. **Worker's Compensation Insurance & Employers Liability** The Independent Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).**
12. **Umbrella or Excess Liability (needed for large contracts as determined by Risk Management)** The Independent Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence and **\$2,000,000** Aggregate. The Independent Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.
13. **Certificate'(s) of Insurance** shall:
  - a. Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.
  - b. Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein.
  - c. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein.

d. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

e. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners  
Risk Management Department  
Attn: Lita Hart  
910 N. Main St. Suite 217  
Bushnell, FL 33513

14. **Indemnification** The Independent Contractor shall indemnify, defend and hold harmless the County, its offices, agents and employees from and against any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Independent contractor's own employees or damage to property occasioned by a negligent act, omission or failure of the Independent Contractor.

15. **Builder's Risk (when applicable)** The Independent Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Independent Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. The Independent Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

The Independent Contractor shall endorse the County as Additional Insured, or Loss Payee, on the Builder's Risk.

16. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** The Independent Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the County, the Independent Contractor shall, when requested by the County, maintain a Commercial Surety Bond in an amount equal to said deductible amount.

17. **Waiver of Subrogation** The Independent Contractor shall provide a Waiver of Subrogation in favor of the County, Independent Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Independent Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Independent Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Independent Contractor enter into such an agreement on a pre-loss basis.
18. **Right to Revise or Reject** The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide the Independent Contractor written notice of such revision or rejections.
19. **No Representation of Coverage Adequacy** The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Independent Contractor against any loss exposures, whether as a result of the Project or otherwise.
20. **Certificate(s) of Insurance** The Independent Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Independent Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Independent Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.
21. The County shall have the right, but not the obligation, of prohibiting the Independent Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. The Independent Contractor agrees the County reserves the right to withhold payment to the Independent Contractor until evidence of reinstated or replacement coverage is provided to the County. If the Independent Contractor fails to maintain the insurance as set forth herein, the Independent Contractor agrees the County shall have the right, but not the obligation, to purchase

replacement insurance, which the Independent Contractor agrees to reimburse any premiums or expenses incurred by the County.

22. **Governing Law.** All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Independent Contractor to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Independent Contractor to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Contract, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Independent Contractor waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Independent Contractor hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.
23. **General.** The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Independent Contractor agrees to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence in this Contract. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Independent Contractor agrees this Contract is consummated and entered into in Sumter County, Florida.
24. **Severability.** Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract.
25. **Attorneys' Fees.** If any action is commenced to construe or enforce this Contract or the rights and duties created hereunder, then the party prevailing in the action shall be entitled to recover its costs and fees in the action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered as a consequence of an action.

26. Independent Contractor does hereby specifically promise and agree to defend, indemnify and “hold harmless” the County and the agents, servants, employees, officers and officials thereof from any liability or responsibility whatsoever in connection with the goods and/or services to be provided hereunder.
27. Independent Contractor shall not be construed to be the agent, servant or employee of the County or of any elected or appointed official thereof, for any purpose whatsoever, and further Independent Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or in tort, as the agent, servant, or employee of the Board.
28. The Contract shall be binding upon the parties hereto, their successors and assigns.
29. This Contract shall not be assigned by Independent Contractor without the express written consent of the Board of County Commissioners of Sumter County.
30. **Independent Contractor.** It is understood that Deep South Fire Trucks, Inc., including any of its employees or agents, is an independent contractor and not an agent or employee of the County for any purpose including, but not limited to, federal tax and other state and federal law purposes. The Independent Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of the Independent Contractor under unemployment insurance, Social Security and income tax laws. Independent Contractor shall be solely responsible for any worker’s compensation insurance required by law and shall provide the County with proof of insurance upon demand. The parties agree that the County will not:
- (a) Pay dues, licenses or membership fees for Independent Contractor;
  - (b) Control the method, manner or means of performing and providing the goods and services within Exhibit “A”; or
  - (c) Restrict or prevent Independent Contractor from working for any other party except as specially provided for in non-compete agreements entered into between the parties for independent consideration.

The County does not have the right or power to enter into any contract or commitment on behalf of the Independent Contractor, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Independent Contractor, or executing documents on the Independent Contractor’s behalf.

31. **Hazardous Materials and Environmental Compliance (as applicable).** For the purpose of this Section, “Hazardous Materials” shall also include but not be limited to substances defined as hazardous substances, hazardous materials, or toxic substances in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; and in any of the regulations adopted and publications promulgated pursuant to said laws; or any other pollutants or dangerous

substances regulated pursuant to any other applicable environmental laws including, without limitation, polychlorinated biphenyls (PCB=s), oil, petroleum products and fractions, vinyl chloride, asbestos, heavy metals, radon or other radioactive materials, flammable or explosive materials, underground storage tanks (whether empty, filled or partially filled with any substance, regulated or otherwise), any substance or materials the presence of which on the Property is prohibited by any environmental laws, or any other substance or material which requires special handling or notification of any federal, state or local governmental entity regarding collection, storage, treatment or disposal. Independent Contractor shall not use, generate, manufacture, store or dispose on, under or about the Property or transport to the Property any (the AHazardous Materials@). If Hazardous Materials are discovered during construction, Independent Contractor shall immediately properly dispose of the Hazardous Substance in accordance with all applicable environmental laws.

33. **Citizenship.** The Independent Contractor shall not employ individuals not licensed or legally permitted to work in the United States of America ("Illegal Aliens"). Independent Contractor shall maintain current Employee Eligibility Verification Forms (I-9 Forms) for all employees of Independent Contractor. County reserves the right to audit Independent Contractor's employee records without cause or notice to verify that all employees of Independent Contractor are licensed or legally permitted to work in the United States of America and are not Illegal Aliens. Should Independent Contractor or County discover that Contractor is employing an individual who is an Illegal Alien as defined herein, that individual shall be immediately discharged by Contractor and shall not be allowed to participate in the work described by this Contract in any manner. It is understood that it is the duty of Contractor to prevent the employment of Illegal Aliens, and the County's right to audit Contractor's employee records does not evidence or suggest a duty on behalf of County to perform such audit or otherwise police the legal status of Independent Contractor's employees.

34. This Contract was executed the day and year first above written.

\_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS,  
SUMTER COUNTY, FLORIDA

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

**SCOPE OF WORK:**

Work on this project includes repair, replacement and restoration of identified components and systems as identified within this document of a 1980 Sutphen 100' Aerial Apparatus.

**SPECIFICATIONS**

**REFURBISH COUNTY FIRE VEHICLE #601, 1980 100' SUTPHEN AERIAL APPARATUS**

**Equipment Type/Kind**

1 – 1980 Aerial Apparatus  
Chassis – Sutphen  
Model –  
VIN # 8VA404730  
Mileage – 49,705  
Department Vehicle ID #601

**Scope of Work:**

Work on this project includes repair, replacement and restoration as specified below. All additional work must be approved by Sumter County. This vehicle must be picked up, and returned to Sumter County Fire Rescue Department at 910 N. Main Street, Bushnell Fl 33513 by the successful bidder. The cost of pick-up and delivery shall be included in the bid price. This vehicle can be viewed by appointment only. Please call the Fire Rescue Department at (352) 793-0212 to make an appointment. This project must be completed within 120 calendar days from the date the vehicle is picked up and returned to the County by the successful bidder.

**Extension Cylinders -Replace**

- Replace seals on all extension cylinders
- Ladder and stabilizer extension cylinders

**Bucket Control Replacement**

- Replace entire control box in bucket.
- New control box to be similar to controls in department's 1990 Sutphen aerial

**Replace electric cable reel**

- Replace electric cable reel (spool) that serves the tower boom

### **Re-upholster front seats**

- Re-upholster cushions on both front seats in the cab
- Reinforce cushion seats on both front seat in cab

### **Install Inclinometer**

- Install inclinometer on boom

### **Reflective Stripes on the Rear Bulkheads (Chevrons)**

- There will be red and yellow reflective striping provided on the rear facing body bulkheads, the striping will consist of 4.00" series of alternating color stripes slanted at a 45 degree angle. Chevron design consistent with the requirements of NFPA 1901, 2009 edition.

### **Rubber stops in front leaf springs**

- Replace both rubber stops in front leaf springs (one missing and one damaged).

### **Hose bed Body work**

- A Repair rusted areas of hose bed (supply hose) near ladder cradle
- Fill and paint to match rest of vehicle

### **Pre-connect Hose Bed**

- Replace rotten wood slats with new "composite" wood slats

### **Intercom System**

- Replace inoperable intercom system from pedestal to bucket

### **Rear Tail Lights**

- Replace existing tail lights with appropriate LED lighting.

### **Throttle Cable (cab)**

- Replace existing accelerator throttle cable

### **Speedometer/Odometer**

- Replace existing speedometer/odometer to ensure working order
- Certify as appropriate

### **Air brakes**

- Overhaul compressor seals.
- Flush brake system

### **Brake System**

- Evaluate entire brake system and make any needed repairs to ensure safe and proper function and operation per manufacturer's specifications.
- Evaluate air system for proper operation as per manufacturer's specifications, repair as needed.

### **Leaking Hoses/Fittings to Stabilizers (outriggers)**

- Replace all leaking/rusty/damaged hydraulic hoses to stabilizers/outriggers

### **Radiator**

- Replace radiator and hoses

### **Steering System**

- Replace ball joints
- Evaluate steering including linkage for correct operation, repair as needed.

### **Reflective Body Striping**

- Add additional 2" white reflective stripe above and touching existing gold over white reflective striping
- Completed striping will result in a 6" white stripe with 1" gold center stripe appearance
- Striping to appear similar to department's other aerial truck (appendix A)

### **Paint Cab**

- Cab section of vehicle will be repainted.
- All areas to be painted will have any needed body work repaired prior to painting
- All painted areas will be appropriately prepared and primed

### **Remove chrome strip on front of cab**

- Remove and fill current chrome strip on front of cab prior to body work and repainting

### **Cab Reflective Striping**

- There will be reflective striping replaced on cab after painting to match scheme per sample photo provided in “Schedule A”.

### **Graphics/Lettering**

- The words “Sumter County” in gold reflective lettering with black shadow outlining arched over the department decal on both front doors.
- The word “Tower” in gold reflective lettering with black shadow outlining arched over the number “31” on the passenger compartment panel
- The number “31” in gold reflective lettering with black shadow outlining on the passenger compartment panel.
- The word “Wildwood” in gold reflective lettering with black shadow outlining straight lettering under the number “31” on the passenger compartment panel..
- The word “Sumter” in gold reflective lettering with black shadow outlining straight lettering across the reflective stripe on the front of the vehicle.
- The word “Tower” in gold reflective lettering with black shadow outlining arched over the number 31 on the front of the vehicle.
- The number “31” in gold reflective lettering with black shadow outlining on the front of the vehicle.
- All above graphics to comply with scheme and placement as to be consistent with current apparatus in sample photos provided in “Schedule A”.

### **Decal Installation**

- There will be one (1) pair of decals furnished by the fire department and applied by the modification company.
- Placement of decals to be consistent in location per sample photo provided in “Schedule A”.

### **Pump**

- Replace pump packing
- Inspect, U.L. test, and re-certify pump according to NFPA and manufacturing guidelines.

### **Drive Lines**

- Inspect all drive lines, drive shafts, tank supports, frame “trueness”, brake lines, axles, and joints to ensure proper DOT specifications, repair/correct as needed.

## **Warranty**

Bidder to indicate warranty provided on materials and workmanship upon submission of bid. If specific components are covered for differing timeframes, this must be indicated in the bid document submitted.

