

# FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND NORTH AMERICA FIRE EQUIPMENT CO., INC. D/B/A NAFECO

THIS AMENDMENT ("First Amendment"), dated \_\_\_\_\_\_, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

NORTH AMERICA FIRE EQUIPMENT CO., INC. D/B/A NAFECO, a For Profit Corporation as listed with the Alabama Division of Corporations, authorized to do business in the State of Florida, and with a business address of 1515 West Moulton Street, Decatur, AL 35601, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on April 18, 2024, the Parties entered into an Agreement ("Original Agreement") for the provision of uniforms for the CITY's Fire Department, for an initial period, which expires on July 31, 2025; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for an additional, two (2) year period pursuant to a written amendment to the Original Agreement extending the term thereof; and,

WHEREAS, the CONTRACTOR has renewed its contractual relationship with Lake County, Florida for the final two (2) year term, which shall expire on July 31, 2027; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement for an additional two (2) year period, which shall commence on August 1, 2025, and expiring on July 31, 2027, as set forth in this First Amendment.

# WITNESSETH

**NOW, THEREFORE,** for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.



**SECTION 2.** The Original Agreement is hereby renewed for an additional **two (2) year** period, which shall commence on **August 1, 2025**, and expiring on **July 31, 2027**.

# SECTION 3. Scrutinized Companies.

3.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.1.2.2 Is engaged in business operations in Syria.

**SECTION 4.** <u>Employment Eligibility</u>. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

# 4.1 **Definitions for this Section**.

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

4.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.



4.2 **<u>Registration Requirement; Termination</u>**. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

The Contractor shall comply with the provisions of Section 448.095, Fla. 4.2.3 Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**SECTION 5.** <u>Public Entity Crimes</u>. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

**SECTION 6.** <u>Discriminatory Vendor List</u>. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services



to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

**SECTION 7.** <u>Human Trafficking</u>. Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

**SECTION 8.** <u>Antitrust Violations</u>. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

**SECTION 9.** <u>Compliance with Foreign Entity Laws</u>. CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- 9.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 9.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 9.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 9.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of



business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);

- 9.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 9.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

**SECTION 10.** In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 11.** The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

**SECTION 12.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

**SECTION 13.** Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this First Amendment.

**SECTION 14**. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

# SIGNATURE PAGE AND AFFIDAVIT FOLLOWS



**IN WITNESS OF THE FOREGOING,** the Parties have set their hands and seals the day and year first written above.

# **<u>CITY:</u>**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM: 5/14/25 Print Name: \_ Samuel S. Golin

OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_

MAYOR ANGELO CASTILLO

ATTEST:

BY:

CHARLES F. DODGE, CITY MANAGER

DEBRA E. ROGERS, CITY CLERK

**CONTRACTOR:** 

NORTH AMERICA FIRE EQUIPMENT CO., INC. D/B/A NAFECO Signed By: Fould Woodall \_\_\_\_\_\_\_ Date Signed: May 15, 2025 Printed Name: Ronald Woodall

Title: vice President



# AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

# FURTHER AFFIANT SAYETH NAUGHT.

DATE:\_\_May 15, 2025

ENTITY: North America Fire Equipment Co., Inc. d/b/a NAFECO

DocuSigned by:	
SIGNED BY: Konald Woodall	
NAME:_Ronald Woodall	

TITLE: vice President



# **MODIFICATION OF CONTRACT**

Modification Number:Six (6) Effective Date: 8/1/2025	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022		
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com		
<ul> <li><b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return</u> this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</li> <li><b>DESCRIPTION OF MODIFICATION</b>: Contract modification to extend the agreement for two annual terms to expire 07/31/2027 or until new contract is awarded.</li> </ul>			
CONTRACTOR SIGNATURE BLOCK         Signature:       Image: Conside Woodshift         Print Name:       Ronald Woodall         Title:       Vice President         Date:       1-14-25         E-mail:       ronald.woodall@nafeco.com         Secondary E-mail:       sondra.barnes@nafeco.com	LAKE COUNTY SIGNATURE BLOCK Signature: Print Name: Title: Date: Officer II Date: Contracting Officer II Date: Contracting Co		
Distribution: Original – Bid File Copy – Contractor Contracting Officer			



City of Pembroke Pines

## AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)

THIS AGREEMENT ("Agreement"), dated \_\_\_\_\_\_\_\_\_, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as "CITY"), and **North America Fire Equipment Co., Inc. (NAFECO)**, a For Profit Corporation, with a business address of 1515 West Moulton Street, Decatur, AL 35601 ("CONTRACTOR"). CITY and CONTRACTOR shall be collectively referred to herein as "Parties" and individually as "Party".

WHEREAS, the CITY is in need of uniforms for the CITY's Fire Department; and

WHEREAS, on August 1, 2022, the Lake County, FL entered into an agreement with CONTRACTOR, pursuant to Contract Number 22-7301, entitled "Fire Equipment, Supplies and Services", commencing on August 1, 2022, for a one (1) year term, and which allows for two (2) additional terms of two (2) years should the parties desire to renew the terms of the agreement; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(5), entitled "Utilization of Other Governmental Agencies' Contracts", CITY has evaluated the Lake County, FL Solicitation Contract Number 22-7301, entitled "Fire Equipment, Supplies and Services" and determined such terms and pricing may be utilized by CITY to obtain uniforms for the CITY's Fire Department; and

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(5), the CITY desires to obtain uniforms for the CITY's Fire Department utilizing the terms and pricing offered in Contract Number 22-7301, entitled "Fire Equipment, Supplies and Services" with CONTRACTOR; and,

WHEREAS, CONTRACTOR agrees to extend the same terms and pricing as set forth in the Contract Number 22-7301, entitled "Fire Equipment, Supplies and Services" with CONTRACTOR to CITY pursuant to the terms set forth herein; and,

WHEREAS, the Parties wish to incorporate and supplement the terms and conditions set forth in Contract Number 22-7301, entitled "Fire Equipment, Supplies and Services" with CONTRACTOR, attached hereto and made a specific part hereof as Exhibit "A", with the terms and requirements set forth herein; and,

WHEREAS, at its meeting of \_\_\_\_\_April 17, 2024 \_\_\_\_, the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this Agreement.



City of Pembroke Pines

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

- 1. The foregoing recitals are true and correct and incorporated herein as if set forth in full.
- <u>Scope of Services</u>. CITY agrees to purchase, and CONTRACTOR agrees to provide uniforms for the CITY's Fire Department, in accordance with the terms and price units more particularly described in the Contract Number 22-7301, entitled "Fire Equipment, Supplies and Services" with CONTRACTOR, attached hereto as Exhibit "A" and by this reference made a part hereof.
  - 2.1 The Parties acknowledge that this Agreement is a term contract and that CITY shall purchase and CONTRACTOR shall provide the Commodities on an as-needed basis upon the written request of the CITY. Nothing contained herein nor in any exhibit or amendment hereto, shall require the CITY to purchase any set quantity of Commodities or services.
  - 2.2 As needed, the CITY shall submit a purchase order to the CONTRACTOR for a specified amount of Commodities. CONTRACTOR shall then provide the specified amount of Commodities in accordance with the purchase order and submit an invoice to CITY for such Commodities.
  - 2.3 CONTRACTOR acknowledges that it has the capacity, ability and/or inventory to provide the Commodities herein required to the CITY on an as-needed basis and in accordance with the terms set forth herein and in **Exhibit "A**" attached hereto.
- 3. <u>Compensation and Method of Payment</u>. CONTRACTOR shall be entitled to invoice CITY based on CITY's purchase order(s) and in accordance with the unit pricing listed in the attached Exhibit "A". All invoices shall include information such as but not be limited to, date of delivery, quantity, price, and any other information reasonably required by CITY. The annual amount of compensation paid to CONTRACTOR pursuant to this Agreement for the Commodities herein required shall not exceed NINETY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$95,000.00).
- 4. <u>Changes to Scope</u>. CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the scope of services, to be provided pursuant to this Agreement and in accordance with Exhibit "A". These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of CITY's Code of Ordinances and must be contained in a written amendment, executed by the Parties hereto prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein, in a purchase order, or in a separate written agreement executed by the Parties hereto.

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City of Pembroke Pines

# 5. Term and Termination.

- 5.1 <u>Term.</u> CONTRACTOR shall provide the Commodities required herein and in accordance with Exhibit "A", attached hereto and by this reference made a part hereof, on an asneeded basis, for a period commencing on January 29, 2024, and terminating on July 31, 2025. Should Lake County, FL authorize any of its renewal terms as permitted by Exhibit "A", the CITY and CONTRACTOR may renew the terms of this Agreement pursuant to a written amendment hereto.
- 5.2 <u>Termination for Convenience</u>. This Agreement may be terminated by CITY for convenience, upon providing thirty (30) calendar days written notice of such termination to CONTRACTOR, in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination.
- 5.3 Termination for Cause; Default. In addition to all other remedies available to CITY, this Agreement shall be subject to termination by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by CONTRACTOR of written notice of such neglect or failure. In the event that CONTRACTOR abandons this Agreement, CONTRACTOR shall indemnify CITY against loss pertaining to such abandonment. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement.
  - 5.3.1 **Default Events.** The occurrence of any one or more of the following events shall constitute a default and breach of this agreement by CONTRACTOR:
    - 5.3.1.1 Unnecessary delay, refusal of, or failure to correct deficiencies for a period of thirty days after receipt by CONTRACTOR of written notice of such neglect or failure.
    - 5.3.1.2 Assignment and/or transfer of this Agreement which is not expressly permitted here under or in writing by CITY.
    - 5.3.1.3 The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudicated bankrupt (unless, the same is dismissed within sixty (60) calendar days of such filing).
  - 5.3.2 <u>Remedies in Default.</u> In the event of default, all payments remaining due to CONTRACTOR at the time of default, less all sums incurred by CITY for reasonable, direct, out-of-pocket costs incurred by CITY by reason of default, shall be due and payable to CONTRACTOR. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

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City of Pembroke Pines

# 6. Insurance.

- 6.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.
- 6.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.
- 6.3 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 6.4 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 6.5 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.
- 6.6 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least thirty (30) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall



City of Pembroke Pines

neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

6.7 **<u>Required Insurance</u>**. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

#### Yes No

- ✓ □ 6.7.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:
  - 1. Each Occurrence Limit \$1,000,000
  - 2. Fire Damage Limit (Damage to rented premises) \$100,000
  - 3. Personal & Advertising Injury Limit \$1,000,000
  - 4. General Aggregate Limit \$2,000,000
  - 5. Designated Construction Project(s) General Aggregate Limit \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of ten (10) years after the delivery of goods/services or final payment under the Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ □ 6.7.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	\$500,000 Each Accident
		\$500,000 Disease – Policy Limit
		\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

6.8 REQUIRED ENDORSEMENTS.



City of Pembroke Pines

- 6.8.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 6.8.2 Waiver of all Rights of Subrogation against the CITY.
- 6.8.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 6.8.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 6.8.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 6.9 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.
- 6.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in Section 7, herein.
- 7. Indemnification. The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature to the extent caused in whole or in part by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR or its employees, agents, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.
  - 7.1 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
  - 7.2 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.
- Agreement Subject to Funding. This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.
- 9. <u>Governing Law and Venue</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for



City of Pembroke Pines

any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

- 10. <u>Sovereign Immunity</u>. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
- 11. Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.
- 12. Non-Discrimination & Equal Opportunity Employment. During the performance of the Agreement, neither CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

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City of Pembroke Pines

- 13. Uncontrollable Forces. Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.
- 14. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 15. <u>Assignments; Amendments</u>. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto.
- Public Records. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

16.1 Keep and maintain public records required by the CITY to perform the service;

16.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

16.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall



City of Pembroke Pines

destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and

16.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

16.5 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

# IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

# CITY CLERK 601 CITY CENTER WAY, 4th FLOOR PEMBROKE PINES, FL 33025 (954) 450-1050 mgraham@ppines.com

17. <u>Notice.</u> Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CITY designates the following as the respective places for giving of notice:

CITY:	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4th Floor Pembroke Pines, Florida 33025	
	Telephone No.	(954) 450-1040
Сору То:	Samuel S. Goren, City Goren, Cherof, Doody 3099 East Commercia Fort Lauderdale, Flort Telephone No. Facsimile No.	y & Ezrol, P.A. al Boulevard, Suite 200

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CONTRACTOR:	Ronald Woodall – Vice President North America Fire Equipment Co., Inc. (NAFECO 1515 West Moulton Street Decatur, FL 35601	
	Email: Telephone No.	ronald.woodall@nafeco.com (407) 815-5808

- 18. <u>Attorneys' Fees</u>. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
- 19. <u>Counterparts and Execution</u>. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
- 20. <u>Scrutinized Companies</u>. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
  - 20.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
  - 20.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
    - 20.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
    - 20.2.2 Is engaged in business operations in Syria.
- 21. <u>Employment Eligibility</u>. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

# 21.1 Definitions for this Section.



City of Pembroke Pines

- 21.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.
- 21.1.2 "Subcontractor" includes, but is not limited to, a vendor or consultant.
- 21.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 21.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 21.2 <u>Registration Requirement: Termination.</u> Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
  - 21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  - 21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
  - 21.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Agreement under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



City of Pembroke Pines

- 22. <u>Records and Audit.</u> CITY may, upon prior written notice and at a mutually agreed upon date for a period of up to five (5) years following the date of final performance of services by CONTRACTOR under this Agreement, review those books and records of CONTRACTOR which are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its relevant branch location for a period of five (5) years after final payment is made under this Agreement, or as otherwise required by applicable law.
- 23. <u>Severability</u>. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 24. <u>Waiver.</u> Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 25. <u>Compliance with Laws.</u> It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.
- 26. <u>Entire Agreement</u>. These terms, together with Exhibit "A", incorporated herein by reference, set forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with request to such subject matter. All references to "Punta Gorda" or "City" in Exhibit "A" shall be construed as a reference to CITY, and all terms and conditions shall be deemed as having been available for use by the City of Pembroke Pines.
- 27. <u>Conflict of Terms</u>. In the event of any conflict or ambiguity by and between the terms set forth in Exhibit "A" with the terms set forth herein, the terms of this Agreement shall prevail.

# SIGNATURE PAGE FOLLOWS

APPROVED AS TO FORM:



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:** 

CITY OF PEMBROKE PINES, FLORIDA

BY:

BY:

12 Print Name:

OFFICE OF THE CITY ATTORNEY

MAYOR FRANK C. ORTIS ANGRO CASTILO

ATTEST: DocuSigned by:

E858EEE04EEF4F3...

April 18, 2024

MARLENE D. GRAHAM, CITY CLERK



# **CONTRACTOR:**

DocuSigned by:

NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)

CHARLES F. DODGE, CITY MANAGER

April 18, 2024

DocuSigned by: Signed By: Konal d Woodall 5C3890180C6D4B1...

Printed Name: Ronald Woodall

Title: vice President

# Exhibit "A"



# **MODIFICATION OF CONTRACT**

Modification Number:Three (3) Effective Date: 2/8/2024	Contract Number: 22-7301 Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022		
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com		
<b>INSTRUCTIONS:</b> Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.			
DESCRIPTION OF MODIFICATION: Contract modification to add additional product providers to contract per the attached.			
CONTRACTOR SIGNATURE BLOCK         Signature:       Organization of the second s	LAKE COUNTY SIGNATURE BLOCK         Signature:         Print Name:       Gretchen Bechtel,         Title:       Contracting Officer II         Date:       Date:		
Secondary E-mail: sondra.barnes@nafeco.com			

Distribution: Original – Bid File Copy – Contractor Contracting Officer

# ATTACHMENT 2B - PRICING SHEET

22-730

Firm's Name Here				
SAVE AND SUBMIT AS AN EXCEL FILE				
FIRM'S WEBSITE:				
Warehouse Location(s): Orlando FL, Clearwater, FL, Atlanta, GA, Decatur, AL, Sandston, VA,				
Conta	ct Inform	ation For Emergency/Di	isaster Servic	ces (24/7)
Name: SHANNON SAULS				SAULS
Email: shannon.sauls@nafeco.com				ls@nafeco.com
		Emergency Phone:	256-353-710	0/ 470-214-2138
		List manufacturer brands sup	oported.	
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
SEEK Thermal	2.00%	Varies by product selection		www.nafeco.com
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# **MODIFICATION OF CONTRACT**

Modification Number:Two (2) Effective Date: 8/28/2023	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022		
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com		
<ul> <li>INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.</li> <li>DESCRIPTION OF MODIFICATION: Contract modification to add additional product providers to contract per the attached.</li> </ul>			
CONTRACTOR SIGNATURE BLOCK Signature: Constant	LAKE COUNTY SIGNATURE BLOCK         Signature:         Print Name: Gretchen Bechtel,         Title:       Contracting Officer II         Date:       Digitally signed by         Gretchen Bechtel,       Contracting Officer II         Date:       -04'00'		
Distribution: Original – Bid File Copy – Contractor Contracting Officer			

22-730

		Firm's Name	e Here	
S	AVE AND	SUBMIT AS	AN EXCEL	FILE
FIRM'S WEBSITE:				
Warehouse Location(s	Orlando):	o, FL; Clearv		lanta, GA; Decatur, AL; Sandston, ⁄A
Contact I	nformation	For Emerge	ncy/Disaster	Services (24/7)
		Name:	SHANNON	SAULS
		Email:	SHANNON.SA	ULS@NAFECO.COM
	Emer	gency Phone:	256-353-710	0 / 470-214-2138
	List ma	anufacturer bra	nds supported.	
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
HOLMATRO	2.00%	Varies by proc	FOB ORIGIN +	www. nafeco.com
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# MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 8/1/2023	Contract Number: 22-730I Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: North American Fire Equipment Co., Inc. Address: 1515 West Moulton St City: Decatur, AL 35601 ATTENTION: Ronald.woodall@nafeco.com

**INSTRUCTIONS:** Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return</u> this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

**DESCRIPTION OF MODIFICATION**: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK Signature: Ourseld Woodsll Print Name: Ronald Woodall Title: Vice President Date: 3-7-2023 E-mail: ronald.woodall@nafeco.com Secondary E-mail: sondra.barnes@nafeco.com	LAKE COUNTY SIGNATURE BLOCK         Signature:       Gretchen Bechtel,       Digitally signed by         Print Name:       Gretchen Bechtel,       Digitally signed by         Title:       Officer II       Date: 2023.03.08         Date:       07:04:25 -05'00'		
Distribution: Original – Bid File Copy – Contractor Contracting Officer			



## **CONTRACT NO. 22-730I** For **Fire Equipment, Supplies, and Services**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **North America Fire Equipment, Co., Inc. (NAFECO)** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/27/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

# ATTACHMENTS:

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

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

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB Contracting Officer II Date: 07/26/2022

Distribution: Original-Bid File Copy-Contractor Copy-Department

#### ADDENDUM NO. #2

22-730



04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

#### **QUESTIONS/RESPONSES**

- Q1. Section 5.0 Method of Award Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors
- Q2. Section 3.0 Delivery Requirements and Acceptance bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

#### ACKNOWLEDGEMENT

Firm Name: North America Fire Equipment Co., Inc. (NAFECO)

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor. Signature of Legal Representative Submitting this Bid:

Signature of Legal Representative Submitting this Bid: <u>Z</u> Date: 4/19/22

Print Name: RONALD WOODALL



# ADDENDUM NO. #2

Title: VICE PRESIDENT Primary E-mail Address: ronald.woodall@nafeco.com Secondary E-mail Address: 22-730

ADDENDUM NO. #1

22-730



03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

#### **QUESTIONS/RESPONSES**

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

R1. Attachments 2A and 2B - The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

R2. Attachments 2A and 2B - The vendor shall list manufacturer brands supported.

#### ACKNOWLEDGEMENT

Firm Name: NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO)

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: Date: 3/28/22

Print Name: RONALD WOODALL

Title: VICE PRESIDENT

Primary E-mail Address: ronald.woodall@nafeco.com Secondary E-mail Address:

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# EXHIBIT A – SCOPE OF SERVICES FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

## 1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

## 2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
  - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
  - 2.4.2. Training shall be at no additional cost to the County.

# 3. DELIVERY REQUIREMENTS AND ACCEPTANCE

- 3.1. Deliveries shall be FOB Destination Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
  - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
  - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
  - 3.4.1. The County will advise when the order is an emergency.
  - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
  - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

# EXHIBIT A – SCOPE OF SERVICES FIRE EQUIPMENT, SUPPLIES, AND SERVICES

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

# 4. REBATES AND SPECIAL PROMOTIONS

- 4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.
- 4.2. Contractor shall be responsible to notify the County of rebates or special promotions.
- 4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

## 5. REPAIR SERVICES

- 5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.
- 5.2. Contractor shall possess all required equipment necessary to make effective repairs.
- 5.3. Contractor shall be factory certified to service equipment.
- 5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.
- 5.5. Contractor shall submit a written estimate for each service project.
  - 5.5.1. The estimate shall be itemized and include:
    - 5.5.1.1. Anticipated start date and completion date.
    - 5.5.1.2. Number of hours at contracted hourly wages for project completion
    - 5.5.1.3. List price of materials and discount per Attachment 2 Pricing Sheet.
    - 5.5.1.4. Lump sum estimates are not acceptable.
- 5.6. No work shall commence without a written Notice to Proceed.
- 5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.
- 5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

# 6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

# EXHIBIT A – SCOPE OF SERVICES FIRE EQUIPMENT, SUPPLIES, AND SERVICES

22-730

6.1.2. Manuals may be electronic.

## 7. WARRANTY REQUIREMENTS

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

# **EXHIBIT B – INSURANCE REQUIREMENTS**

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

# **EXHIBIT B – INSURANCE REQUIREMENTS**

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

 F. Certificate holder must be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
 P.O. BOX 7800
 TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such selfinsured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

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

# ATTACHMENT 1 – SUBMITTAL FORM

The undersigned hereby declares that: NORTH AMERICA FIRE COMPANY, INC. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

# **1.0 TERM OF CONTRACT**

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

## 2.0 PAYMENT

The Contractor shall email the County's using department (<u>egminer@lakecountyfl.gov</u>) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

# 3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the <u>General Terms and Conditions for Lake County Florida</u> and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

# 4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

# 5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with

### ATTACHMENT 1 – SUBMITTAL FORM

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

### 6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

## 7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text.

and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

# 8.0 FEDERAL FUNDING REQUIREMENT: N/A

# 9.0 RECIPROCAL VENDOR PREFERENCE: N/A

# **10.0 GENERAL VENDOR INFORMATION:**

Firm Name: NORTH AMERICA FIRE EQUIPMENT CO., INC. (NAFECO) Street Address: 1515 WEST MOULTON STREET City: DECATUR State and ZIP Code: AL, 35601 Mailing Address (if different): (SAME AS ABOVE) Telephone: 256-353-7100 Fax: 256-355-0852 Federal Identification Number / TIN: 63-0725655 DUNS Number: 05-098-3451

### **11.0 SUBMITTAL SIGNATURE:**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: RONALD WOODALL Date: 4/27/2022

Ronald Woodall



Page 2 of 3

## ATTACHMENT 1 – SUBMITTAL FORM

Secondary E-mail Address: n/a

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

	NORTH AMERICA FIRE EQUIPMENT C	CO., INC. (NAFECO)						
ITEM #	SAVE AND SUBMIT AS A	N EXCEL FILE						
1	WWW.NAFECO.COM							
	SHOP LOCAT	ION	· · · · · · · · · · · · · · · · · · ·					
2a	17641 E Colonial Dr, Orlando, FL 32820							
2b	SHANNON SAULS							
2c	Labor for Equipment Repair (not under warranty)\$100.00							
2d	d Pickup or delivery services offered? YES							
2e	Pick up / delivery fee for Equipment	\$65.00	per call					
	The following information is required for price re	determination consideration						
wages, ins	g prices quoted include costs for vehicles, maintenance, resurances, other employee benefits, materials, overhead, og entage of the rate is directly attributed to the cost of fuel?	perating expenses, etc.,	20					
	Which does the firm use: Diesel fuel or Gasol		BOTH					
wages, ma	g prices quoted include costs for vehicles, maintenance, reaterials, overhead, operating expenses, etc., what percentation							
	to the cost of wages?		50					
other emp	prices quoted include costs for vehicles, maintenance, full loyee benefits, materials, overhead, operating expenses, e directly attributed to the cost of materials?		30					

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

	LIST MANUFACTURER SUPPO	RTED.	
3	MANUFACTURER	Hourly Service Rate	Factory Authorized Service Center? YES/NO
	ALSO SEE ATTACHED ADDITIONAL SHEET	\$100.00	YES



Lake County, FL 22-730 Fire Equipment, Supplies and Services EMS

Supplies

Industrial Safety

**Options (ISO)** 

0

Law

Additional Information

# **EXCEPTION TO DELIVERY REQUIREMENTS:**

Due to the current global supply chain issues, NAFECO will make every attempt to delivery orders within ten (10) days ARO, however many manufacturers have extended delivery times. Delivery will vary dependent upon manufacturer, product ordered and quantities ordered. Currently, some manufacturers have lead times as far out as 6 months ARO.

CURRENT CATALOG AND MANUFACTURER'S PRICE LISTS:

Per Exhibit A, Section 2, Item 2.2, NAFECO will provide requested manufacturer's price lists/catalogs upon request.



Join Mailing List Scan QR Code or www.nafeco.com/subscribe www.nafeco.com 800-628-6233 22-730

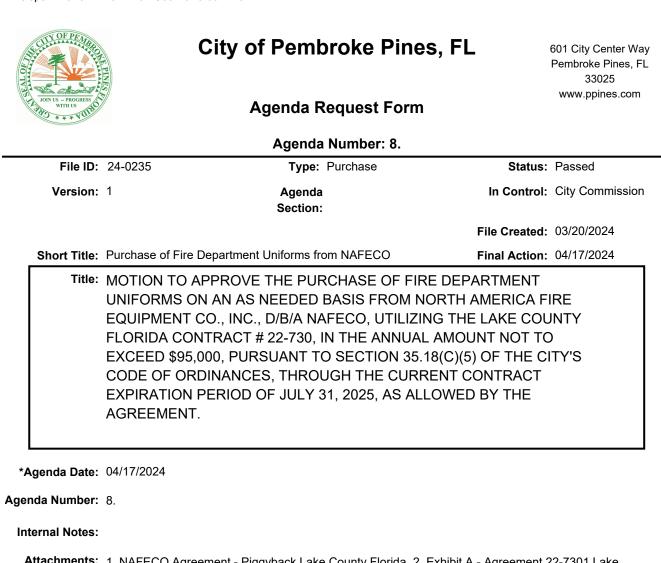
		FIRE EQUIPMENT CO., INC. (A SUBMIT AS AN EXCEL FILE								
FIRM'S WEBS	The second second strategy of the second strategy of the second strategy of the second strategy of the second st	WWW.NAFECO.COM								
Warehouse Locati	on(s):	Orlando FL, Clearwater, FL, Atlanta, GA, Decatur, AL, Sandston, VA,								
Contact Information For Emergency/Disaster Services (24/7)										
Name: SHANNON SAULS										
		Email:	SHANNON.SAULS@NAFECO.COM							
		Emergency Phone:	256-353-7100/ 470-214-2138							
	List m	nanufacturer brands supported.								
MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE						
5.11 Tactical	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Able 2 Sho Me Action Coupling	21.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Action Coupling Advanced Impressions	21.00%	Varies by product selection Varies by product selection	FOB ORIGIN + 8% FOB ORIGIN + 8%	www.nafeco.com						
Aegis	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Aeromax Toys	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com www.nafeco.com						
Aervoe	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Afast Nozzles	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Ajax Tools	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Akron Brass	25.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Alco-Lite	4.00%	Varies by product selection	FOB ORIGIN + 50%	www.nafeco.com						
Alert Visions	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Alliance Mercantile-Viking Wear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Amerex Ameri-Viz	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Anchor Uniform	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Ansell Healthcare-Microflex	2.00%	Varies by product selection Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Ansell Protective Solutions	2.00%	Varies by product selection	FOB ORIGIN + 8% FOB ORIGIN + 8%	www.nafeco.com						
Ansul-Chemguard	16.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Armor Express	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com www.nafeco.com						
ASP USA	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Atlanco-Tru Spec	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Augusta Sportswear	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Avon Manufacturing	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Avon Protection-ISI-Argus	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
3&B Fire Equip-FKA POK	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Bates	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Batteries Plus	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Bayco Products Bayly Headwear	30.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Bellville Boots	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Black Diamond Boots	12.00%	Varies by product selection Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Blackinton	18.00%	Varies by product selection	FOB ORIGIN + 8% FOB ORIGIN + 8%	www.nafeco.com						
Blue Generation	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com www.nafeco.com						
Blue Pointe Sportswear	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Bluewater Rope	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Bolle Safety	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Boston	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Boston Leather	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Broberry-Carhartt FR	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Broder Bros	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Capps Shoe	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Cardiac Solutions	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Carhartt	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						
Casella	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com						

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE		
СЕТ	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Charles River Apparel	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Chicago Protective Apparel-CPA	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Circle D	7.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
CMC	12.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Coaxsher	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Cobra Caps	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Code 3	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Command Light	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
CoolCop	5.00%	Varies by product selection	FOB ORIGIN +-8%	www.nafeco.com		
Cotton Eyed Joes	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Cougar Tactical	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Council	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Covert Armor	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Crestar	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Danner-Lacrosse	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Dicke Safety Products	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Don Hume	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Draeger	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Dragon Fire Gloves	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Duo-Safety	2.00%	Varies by product selection	FOB ORIGIN + 50%	www.nafeco.com		
Dutyman	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Eagle Compressors	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Eagle Manufacturing	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Edwards & Cromwell	4.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Edwards Garment Co	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Edwards Mfg Co	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Eisman Ludmar	10.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com		
Elbeco Uniforms	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Elk River Products	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Elkhart Brass	36.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Embroidery Services	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Enforcer One	25.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
ERB Industries	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Ergodyne ESS	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
ESS Euramco - Ramfan	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
EZ Spanner-Better Tools	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com		
Fat Ivan	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Fechheimer	4.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Federal Signal		Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Fine Print	12.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Fire Hooks Unlimited	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Fire House Decals	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Fire Innovations	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Fire Ninja	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Fire Research	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
FireAde Foam (FSP-Fire Ade)	25.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Firecom	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Firecraft	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
First On Socks	5.00%	Varies by product selection	FOB ORIGIN + 8% FOB ORIGIN + 8%	www.nafeco.com		
First Tactical	10.00%	Varies by product selection		www.nafeco.com		
Flir	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Foldatank	16.00%		FOB ORIGIN + 8%	www.nafeco.com		
Foxfury	10.00%	Varies by product selection Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Game Sportswear	5.00%		FOB ORIGIN + 8%	www.nafeco.com		
Gasco Gas	5.00%	Varies by product selection Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Gateway Safety	5.00%		FOB ORIGIN + 8%	www.nafeco.com		
Gentor	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Gerber Outerwear	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Gerber Tools	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
GH Armor	22.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Gildan	5.00%	Varies by product selection Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
	1.3.33770	EVALUES DV DTOOLICE SELECTION	FOB ORIGIN + 8%	www.nafeco.com		

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE		
Glacier Tek	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Glas-Master	8.00%	Varies by product selection	FOB ORIGIN +-8%	www.nafeco.com		
Golfire	2.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Golight	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Groves	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Haix	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Hale	11.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Hammerhead Ind-Gearkeeper	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Hanes	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Hankin Bros Cap Co	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Hannay	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Hanover Leather	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Harrington	24.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Harris Ind	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Hazmat DQE	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
HD Electric	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Honeywell Rae	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Honeywell Respiratory FKA Sperian	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Husky Drop Tank	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Hydra-Shield Fryelane	6.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Innotex	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Justrite Mfg	11.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
JYD	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
K-Tool	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Kappler	3.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Key Fire Hose	34.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Keystone Uniform Cap	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Kidde US	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
KNP Headwear	10.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Kochek	31.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com		
Kussmaul	8.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Lakeland Ind	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Liberty	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Liberty Uniform	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Lightning X Products	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
LION Structural Gear	36.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
LION Helmets	36.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
LION Boots	35.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
LION Express Gear	37.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
LION Gloves	15.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
LION Hoods	11.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
LION Total Care	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
LION Uniforms	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
LION MT-94	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
LION MedPro & VersaPro	11.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
LION-Bullex Training Products	2.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Majestic Fire Apparel	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com		
Majestic Gloves	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Mechanix Wear	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Meiko USA Inc	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Meret	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Merrell Footwear	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Moritz Emblem	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
MTS Safety	10.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com		
N Vision Optics	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
NAFECO.COM	4.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
National Safety Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
New Pig Corp	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Niedner	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Nielsen Mfg	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Northwest River Supply-NRS	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com		
Pac Mule	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Pacific Headwear	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Pacific Reflex	2.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE		
Paul Conway	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com		
PEB Enterprises	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Pelican	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Pellerin-Milnor	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Performance Advantage Co-PAC	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Perimeter Solutions-FKA PhosChek-ICL	4.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Petra Roc	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Petzl	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
PGI	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Phalanx Defense Systems-PDS	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Plug N Dike	10.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
PMI	5.00%	Varies by product selection	FOB-ORIGIN +- 8%	www.nafeco.com		
Point Blank	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Portwest	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Premier Emblem	3.00%	Varies by product selection	FOB ORIGIN +-8%	www.nafeco.com		
ProKure Solutions	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Propper	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Propper	10.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
R & B Fabricators	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Radians Industrial Safety-CSS	10.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Red Back Boots	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Red Head Brass	14.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Reflective Apparel	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
RefrigiWear	2.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Ringers	3.00%	Varies by product selection	FOB ORIGIN + 8%			
RIT Safety	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Rite in the Rain	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
RKI Instruments	5.00%	Varies by product selection		www.nafeco.com		
Rocky Boots	10.00%	* *	FOB ORIGIN + 8%	www.nafeco.com		
Rothco	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Royce Shields	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Safariland-Bianchi-Hatch		Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Safewaze	2.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
TIMBLE III III III III III III III III III I	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Samuel Broom Uniform Accessories	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
SanMar	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
SCBAs	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
School Apparel Inc	3.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Scott Plastics-Scotty FF	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Seattle Gloves	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Shelby	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Skedco	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Smith & Warren	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Sound Off	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Sound Uniform Solutions -Olympic Uniforms	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
South Park	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Southeastern	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Southeastern Shirt	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Spiewak	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Spilfyter - National Pkging Serv	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Spyderco	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Stahls Transfer Express	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Stallion Leather	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Star Products	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Starfield Lion	30.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com		
Stat Packs	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com		
Steck	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Sterling Rope	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Stop Heart Attack	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Stop-Lite Sign	1.00%	Varies by product selection	FOB ORIGIN + 8%			
Stratton Hats	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Streamlight	40.00%	Varies by product selection	· · · · · · · · · · · · · · · · · · ·	www.nafeco.com		
Super Vac	25.00%	······································	FOB ORIGIN + 8%	www.nafeco.com		
Super vac	23,0070	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com		
Superfeet	15.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com		

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
Surefire	15.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Tact Squad	10.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com
Tact Squad-United Uniforms	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Taylors Leatherwear	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Taylors Tins	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Team Equip	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tele-Lite	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tempest-Leader	10.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com
Tempo Gloves	3.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
The Meter Stick	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Thorlo	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Thorogood	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tiger Hill	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tingley Rubber Corp	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Tonix	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Topps Safety Apparel	5.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com
Tri-Mountain	5.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Tru Spec	10.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com
True North - Dragonwear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
TSF Sportswear	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Turtle Plastics	6.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Underwater Kinetics	20.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
United Uniforms (covers Honor Guard)	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
US Coupling	20.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com
US Night Vision Corp	2.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
VF Imagewear-Dickies,RedKap, Horace Small, Bulwark- Work Wear Outfitters	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Waterous	14.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weddle Tool	1.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weinbrenner	10.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Weldon	18.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Whelen	12.00%	Varies by product selection	FOB ORIGIN +- 8%	www.nafeco.com
Whelen Industrial	12.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wiley X	20.00%	Varies by product selection	FOB ORIGIN +- 8%	www.nafeco.com
Will-Burt	4.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Winco	8.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com
Wolfpack Gear	2.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com
Wolverine Worldwide	2.00%	Varies by product selection	FOB-ORIGIN+8%	www.nafeco.com
Workrite	2.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com
Xtreme Visibility	10.00%	Varies by product selection	FOB-ORIGIN + 8%	www.nafeco.com
Ziamatic	5.00%	Varies by product selection	FOB ORIGIN + 8%	www.nafeco.com



Attachments: 1. NAFECO Agreement - Piggyback Lake County Florida, 2. Exhibit A - Agreement 22-7301 Lake
County Renewal and Contract
Related Files:

1	City Commission	04/17/2024	appro	ve	Pass
	Action Text:	A motion was made to a	pprove	on the Consent Agenda	
		Aye:	- 4	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, and Commissioner Schwartz	
		Nay:	- 0		

MOTION TO APPROVE THE PURCHASE OF FIRE DEPARTMENT UNIFORMS ON AN AS NEEDED BASIS FROM NORTH AMERICA FIRE EQUIPMENT CO., INC., D/B/A NAFECO, UTILIZING THE LAKE COUNTY FLORIDA CONTRACT # 22-730, IN THE ANNUAL AMOUNT NOT TO EXCEED \$95,000, PURSUANT TO SECTION 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCES, THROUGH THE CURRENT CONTRACT EXPIRATION PERIOD OF JULY 31, 2025, AS ALLOWED BY THE AGREEMENT.

# **PROCUREMENT PROCESS TAKEN:**

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT

Agenda Request Form Continued (24-0235)

PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is regarding "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(5) of the City's Code of Ordinances, "Commodities or services that are the subject of contracts with the state its political subdivisions or other governmental entities including the United States Government, are exempt from the competitive procurement process."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval.

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

### SUMMARY EXPLANATION AND BACKGROUND:

1. The Pembroke Pines Fire Department is requesting to purchase uniforms on an as needed basis utilizing the Lake County Florida Contract # 22-7301.

2. On March 28, 2022, Lake County Florida Issued an Invitation for Bids (IFB) # 22-730 for Fire Equipment, Supplies and Services.

3. On August 01, 2022, Lake County Florida awarded IFB # 22-730 to North America Fire Equipment Co., Inc., d/b/a NAFECO for an initial one-year term through July 31, 2023, with the option to renew for two (2) additional two (2) year periods.

4. On August 01, 2023, Lake County Florida renewed the agreement with North America Fire Equipment Co., Inc., d/b/a NAFECO for one (1) additional two (2) year period, which will expire on July 31, 2025.

5. The NAFECO Agreement provides a percent off list pricing for various uniform brands and manufacturers.

6. Request the City Commission to approve the purchase of Fire Department uniforms on an as needed basis from North America Fire Equipment Co., Inc., d/b/a NAFECO, utilizing the Lake County Florida Contract #22-730 in the annual amount not to exceed \$95,000, pursuant to 35.18(C)(5) of the City's Code of Ordinances, through the current contract expiration period of July 31, 2025, as allowed by the agreement.

Agenda Request Form Continued (24-0235)

#### FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$190,000. (\$95,000 annually)

**b)** Amount budgeted for this item in Account No: Funds are available in the following account # 001-529-4003-552600-0000-0000-0000 - Clothing / Uniforms.

c) Source of funding for difference, if not fully budgeted: Not Applicable.

**d) 5 year projection of the operational cost of the project** The current agreement expires on July 31, 2025 and one remaining option to renew for a two-year period.

	FY 23/24	FY 24/25	Year 3	Year 4	Year 5
Revenues	\$0	\$0	N/A	N/A	N/A
Expenditures	\$95,000	\$95,000	N/A	N/A	N/A
Net Cost	\$95,000	\$95,000	N/A	N/A	N/A

e) Detail of additional staff requirements: Not Applicable.

### FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

# CENTIFICATE OF LIADILITY INCLIDANCE

DATE (MM/DD/YYYY)

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ACOND	EK			BILI		JRANC	E	03	/11/2024	
THIS CERTIFICATE IS ISSUED AS A MAT CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR/ REPRESENTATIVE OR PRODUCER, ANI	LY O	r ne Doe	GATIVELY AMEND, EXTEN S NOT CONSTITUTE A CO	D OR	ALTER THE C	OVERAGE A	AFFORDED BY THE POL	ICIES		
IMPORTANT: If the certificate holder is a If SUBROGATION IS WAIVED, subject to	an AD the t	DDITI	ONAL INSURED, the polic and conditions of the pol	licy, ce	rtain policies					
this certificate does not confer rights to PRODUCER	the c	ertiti	cate holder in lieu of such	CONTA	<u> </u>	<b>\</b> ##				
Stovall Marks Insurance				NAME:	Neme Su		FAX	(256) (	350-2022	
2601 Danville Rd SW				PHONE (A/C, No E-MAIL	kecott@ct	ovallmarks.cor	(A/C, No):	(200)	550-2022	
				ADDRE	55:					
Decatur			AL 35603		M 11.	. ,	RDING COVERAGE ecialty Insurance Company		NAIC # 36838	
INSURED			AL 33003	INSURE	<b>FMOAO</b>	CO Insurance (	, , ,		21407	
North America Fire Equipment C	o In	c Dha	Nafeco	INSURE	E	n Insurance Co			21407	
1515 W. Moulton St.	, o., iii	0. 000		INSURE	AL- ONA/		nployers Casualty Co.		23612	
				INSURE	к <b>р</b> .				20012	
Decatur			AL 35601	INSURE						
	TIFIC		NUMBER: CL2431110197		кг.		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF I					TO THE INSU			RIOD		
INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH PO	AIN, TI	HEINS	SURANCE AFFORDED BY THE	POLIC	ES DESCRIBEI	D HEREIN IS S				
INSR LTR TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тs		
							EACH OCCURRENCE	\$ 3,00	0,000	
CLAIMS-MADE 🗙 OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,	000	
							MED EXP (Any one person)	\$ 5,00	0	
A	Y		MP010100100006704	12/12/2023		12/12/2024	PERSONAL & ADV INJURY	\$ 3,00	0,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,00	0,000	
POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 3,00	0,000		
OTHER:								\$		
							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000	
ANY AUTO							BODILY INJURY (Per person)	\$		
B OWNED AUTOS ONLY SCHEDULED AUTOS	Y	5E82722	Y	5E82722		03/10/2024	03/10/2025	BODILY INJURY (Per accident)	\$	
HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
							Medical payments	\$ 5,00		
							EACH OCCURRENCE	φ	0,000	
C EXCESS LIAB CLAIMS-MADE			XOBW9955524		03/10/2024	03/10/2025	AGGREGATE	\$ 1,00	0,000	
DED RETENTION \$								\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N							X PER OTH- STATUTE ER	4.00	0.000	
D ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		P102451AL2024/PUAL-129	001	01/01/2024	01/01/2025	E.L. EACH ACCIDENT	\$ 1,00		
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	4.00	0,000	
DÉSÉRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	Ψ	0,000	
D Out of State Workers Compensation			9053270001		01/01/2024	01/01/2025			1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE The certificate holders is listed as additional insu	-			may be a	ttached if more sp	bace is required)	1			
CERTIFICATE HOLDER				CANC	ELLATION					
The City of Pembroke Pines 601 City Center Way				THE ACC	EXPIRATION D	DATE THEREON TH THE POLICY	SCRIBED POLICIES BE CAI F, NOTICE WILL BE DELIVER Y PROVISIONS.		) BEFORE	
,				AUTHO	RIZED REPRESEN					
Penbroke Pines			FL 33025			A	then F Storace			

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