

CONTRACT FOR FIRE RESCUE UNIFORMS

THIS CONTRACT entered into this _____ day of _____, 2019, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, located at 96135 Nassau Place, Suite 6, Yulee, FL 32097, hereinafter referred to as "County", and **GALLS, LLC**, 1340 Russell Cave Road, Lexington, Kentucky 40505, hereinafter referred to as "Vendor".

WHEREAS, the County received sealed bids for Nassau County Fire Rescue Uniforms, Bid No. NC19-002, on February 6, 2019 and opened the sealed bids on February 7, 2019 at 10:00 A.M.; and

WHEREAS, Nassau County Fire Rescue determined that the Vendor was the lowest, most responsive and responsible bidder for the bid items set forth in Attachment "B" of the Invitation to Bid, Bid No. NC19-002; and

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the County and the Vendor agree as follows:

SECTION 1. Description of Services to be Provided

The County does hereby retain the Vendor to furnish goods/services as further described in the *Scope of Work/Technical Specifications* attached hereto and incorporated herein as Attachment "A" and the *Bid Item Price List* attached hereto and incorporated herein as Attachment "B". Required materials and service shall be specifically enumerated, described and depicted in the purchase orders authorizing performance of the specific task. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work.

SECTION 2. Receiving/Payment/Invoicing

No payment will be made for materials ordered without proper purchase order authorization. The County shall pay the Vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Fla. Stat. § 218.70). Payment shall not be made until materials, goods or services have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of an invoice, in duplicate, with the

purchase order number referenced thereon and mailed to the address set forth in the purchase order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

SECTION 3. Acceptance of Goods/Services

Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of the County agree to accept the goods/services on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

SECTION 4. Inspection/Acceptance Title

Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the using department of the County, unless loss or damage results from negligence by the County or its using Department.

SECTION 5. Firm Prices

Prices for goods/services covered in the specifications shall be firm; net delivered to the ordering agency, **F.O.B. DESTINATION**, Vendor paying all delivery costs and shall remain firm for the period of this Contract. No additional fees or charges shall be accepted.

SECTION 6. Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded, but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

SECTION 7. Permits/Licenses/Fees

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

SECTION 8. Taxes

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

SECTION 9. Laws Governing this Contract

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County.

SECTION 10. Changes

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 11. Modifications

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 12. Assignment & Subcontracting

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County. The Vendor, if the County approves, shall ensure and provide assurances, that any subcontractor selected, and their employees or laborers, has the necessary qualifications and abilities to perform in accordance with the terms of this agreement. The Vendor, if subcontractor is approved by the County, agrees to be responsible for all work performed and all expenses incurred.

- (a) Any subcontract agreements must be evidenced by a written document available to the County, upon demand.

SECTION 13. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 14. Termination for Default

The Contract may be terminated by the County, in whole or in part, whenever the County shall determine that the Vendor has failed to meet the term(s) and/or conditions of the Contract, including failure to produce documents required.

SECTION 15. Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor.

SECTION 16. Force Majeure

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

SECTION 17. Access and Audits

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to books and records, during the term of the contract and any extensions and up to the three (3) year period. The County and Clerk of Courts shall have access to books, records and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

SECTION 18. Vendor Responsibilities

The Vendor will provide the services and/or materials agreed upon herein with the specifications and requirement set forth herein, including attachments.

SECTION 19. Public Emergencies

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to rent/sell/lease all goods and services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 20. Period of Contract/Option to Extend or Renew

This Contract shall begin on the date of execution and expire two (2) years from the execution date. The performance period of this Contract may be extended upon mutual Contract between the Vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall not exceed four (4) years and shall be in the County's best interest and sole discretion. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

SECTION 21. Probationary Period

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

SECTION 22. Escalation Clause

Ninety (90) days prior to the end of the contract term, the Vendor may request in writing an increase in an individual item unit cost. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the County. It is also expected that de-escalation of prices will be extended to the County if market so reflects. The County will consider a price adjustment based on the latest Consumer Price Index and/or proof of a manufacturer's price increase. Any and all proposed increases are subject to approval by the County.

SECTION 23. Supervision

The Vendor shall act as an independent Vendor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's employees performing services under this Contract. Such employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

SECTION 24. Indemnification and Insurance

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The Vendor shall, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described in the *General Information and Insurance Requirements*, attached hereto and incorporated herein as Exhibit "1". The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

SECTION 25. Dispute Resolution

The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20)

days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

SECTION 26. PUBLIC RECORDS

The County is a public agency subject to Chapter 119, FLA. STAT. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Vendor is providing services to the County, and pursuant to Fla. Stat. § 119.0701, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt

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

SECTION 27. REQUEST FOR RECORDS; NONCOMPLIANCE

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Fla. Stat. § 119.10.

SECTION 28. CIVIL ACTION

If a civil action is filed against a Vendor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its contract with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

SECTION 29. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Procurement/Contract Manager, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 30. Entire Agreement

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract, of which shall be deemed an original on this day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**

JUSTIN M. TAYLOR
Its: Chairman

Attest as to authenticity of the
Chair's signature:

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

MICHAEL S. MULLIN

GALLS, LLC

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

Before me personally appeared, _____, who is personally known ____ or produced _____ as identification, known to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he/she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2019.

Notary Signature

Notary-Public-State of _____ at large
My Commission expires:

ATTACHMENT “A” - UNIFORM AND WEBSITE SPECIFICATIONS

NASSAU COUNTY FIRE RESCUE UNIFORMS UNIFORM AND WEBSITE SPECIFICATIONS BID NO. NC19-002

CLASS “A” UNIFORM

DRESS COAT- FECHHEIMER

- Navy Blue
- Item # 38800(men’s) # 38833(women’s)
- Silver “FD” buttons Admin personnel (Admin, Logistics, and Prevention), Probationary Firefighter, Firefighter and, Engineer
- Gold “FD” buttons for Lieutenant, Captain, Battalion Chief, Deputy Chief, Assistant Chief and, Fire Chief
- Vendor to provide alterations of buttons and embellishments if promotion/demotion occurs
- Officers receive one gold band, on each sleeve, for each rank held.
 - o Ex: Lieutenant- 1 gold band, Captain- 2 gold bands, Battalion Chief- 3 gold bands... etc.
 - o Bands begin 3 inches from the sleeve cuff on both sleeves with ¼ inch spacing between bands
 - o Bands ½ inch wide
 - o Gold color to match buttons
- Maltese Cross
 - o For Officers; one gold cross for every 5 years of service, applied ¼ inch above last band
 - o For Admin personnel, Firefighters and, Engineers; one silver cross for every 5 years of service, applied 3 inches from the sleeve cuff.

DRESS SHIRTS- FLYING CROSS VALOR (FECHHEIMER)

- Long sleeve, White color:
 - o Men’s Item # 35W544
 - o Women’s Item # 126R54
- Short Sleeve, White color:
 - o Men’s Item # 85R54
 - o Women’s Item # 176R54
- Patches
 - o Department patch left sleeve
 - o Paramedic patch right
 - o Patches applied 1 inch below shoulder seam, centered on sleeve
 - o Vendor will provide Paramedic/EMT patches
 - o NCFR will provide vendor with (1-5) department patches for artwork mock up. Vendor will then provide a quote for bulk order of department patches. Vendors will store patches at their facility. If NCFR requires a number of individual patches, they will be provided at no additional charge.

DRESS PANTS- FECHHEIMER ITEM # F1 TR070 86

- Vendor responsible for hemming
- Unisex

DRESS SHOES- HIGH GLOSS DUTY OXFORD

- Bates (MFG) Duty Oxford #E22141 or, like product

DRESS BELT- HIGH GLOSS BLACK BELT

- Silver buckle for; Admin personnel, Firefighter and Engineer
- Gold buckle for; Lieutenant, Captain, Battalion Chief, Deputy Chief, Asst. Chief and, Fire Chief

DRESS TIE- BLACK

- Traditional or clip-on style
- Men's straight and women's bow style

DUTY UNIFORM

DUTY UNIFORM SHIRTS- FLYING CROSS VALOR (FECHHEIMER)

- Short Sleeve
 - o Men's Item # 85R58 86
 - o Women's Item # 185R58 86
 - o LAPD Navy color
 - o Zipper Included
- Embroidery
 - o Name tape on right chest, above pocket with employee name
 - o Name tape on left chest, above pocket with "NCFR"
 - o Gold thread for Lieutenant, Captain, Battalion Chief, Deputy Chief, Asst. Chief, Fire Chief
 - o Silver thread for Admin Personnel, Firefighter, Engineer
 - o Collar Insignia:
 - Deep navy cloth tab with 2 straight gold bugles for Captain
 - Deep navy cloth tab with 1 straight gold bugle for Lieutenant
 - Deep navy cloth tab with silver "ENG" for Engineer
 - Vendor responsible for creating/sewing on tabs
 - o Embroidery to be completed by vendor before products are shipped to NCFR
- Department Patch applied to left sleeve
- Paramedic/EMT patch applied to right sleeve
 - o NCFR will specify which patch is needed
- Patches
 - o Vendor will provide Paramedic/EMT patches
 - o NCFR will provide vendor with (1-5) department patches for artwork mock up. Vendor will then provide a quote for bulk order of department patches. Vendors will store patches at their facility. If NCFR requires a number of individual patches, they will be provided at no additional charge.

DUTY UNIFORM PANTS- FLYING CROSS VALOR (FECHHEIMER)

- LAPD Navy Color
- Men's Item # 47300 86
- Women's Item # 47300W 86
- Pants Hemmed by vendor before shipping to NCFR

DUTY UNIFORM BOOTS- THOROGOOD (MFG) DUECE SERIES

- Black
- 6" & 8" option
- Item # 804-6190 for 6"
- Item # 834-6219 for 8"
- All sizes

DUTY UNIFORM BELT- 5.11 (MFG)

- Black
- Leather Casual
- Item # 59501
- Silver & Gold Buckle

POLO SHIRTS

POLO SHIRTS- VERTX (MFG) COLDBLACK PERFORMANCE POLO

- Men's short sleeve Item # VTX4000P
- Women's short sleeve Item # VTX4010P
- Provide all sizes available by manufacturer
- Colors: grey, white, navy blue
- Embroidery
 - o Admin personnel, Firefighters and Engineers in silver
 - o Lieutenant, Captain, Battalion Chief, Deputy Chief, Asst. Chief and, Fire Chief in gold
 - o Rank/job title above name on right chest
 - o Appropriate badge for individual embroidered on left chest

COLD WEATHER GEAR

COLD WEATHER GEAR

JACKET

- 5.11 (MFG)
- 3-IN-1 parka (Item #48001) or similar product
- Waterproof outer shell with removable fleece liner
- Department patch on left sleeve of outer shell
- Paramedic/EMT patch on right sleeve of outer shell
- "NCFR" embroidered on left chest of fleece liner (silver color only)

*STITCHING- NOTE: all colors of stitching must be uniform in order to be excepted.

PATCHES

PARAMEDIC/EMT

- Vendor will supply gold trimmed Paramedic patches and EMT patches

DPARTMENT PATCHES

- NCFR will provide vendor with 1-5 department patches for artwork mock up
- Vendor will then provide a quote bulk order of department patches
- Vendor will store patches at their facility
- If NCFR requires a number of the purchased patches on hand, they will be provided at no additional cost

BADGES/INSIGNIA

BADGES- Blackinton (MFG) #B1009

- Fire Chief
 - Top line "FIRE CHIEF"
 - Line 2, employee name
 - "NASSAU COUNTY FIRE RESCUE" around center emblem
 - Five gold cross bugles with red back ground in center emblem
 - Gold finish with black lettering
- ASSISTIAN CHIEF
 - Top line "ASST. CHIEF"
 - Line 2, employee name
 - "NASSAU COUNTY FIRE RESCUE" around center emblem
 - Four gold cross bugles with red back ground in center emblem
 - Gold finish with black lettering
- DEPUTY CHIEF
 - Top line "DEPUTY CHIEF"
 - Line 2, employee name
 - "NASSAU COUNTY FIRE RESCUE" around center emblem
 - Four gold cross bugles with red back ground in center emblem
 - Gold finish with black lettering
- BATTALION CHIEF
 - Top line "BATT. CHIEF"
 - Line 2, employee name
 - "NASSAU COUNTY FIRE RESCUE" around center emblem
 - Three gold cross bugles with red back ground in center emblem
 - Gold finish with black lettering
- CAPTAIN
 - Top line "CAPTAIN"
 - "NASSAU COUNTY FIRE RESCUE" around center emblem

- Two gold straight bugles with red back ground in center emblem
- Gold finish with black lettering
- LIEUTENANT
 - Top line "LIEUTENANT"
 - "NASSAU COUNTY FIRE RESCUE" around center emblem
 - One straight gold bugles with red back ground in center emblem
 - Gold finish with black lettering
- ENGINEER
 - Top line "ENGINEER"
 - "NASSAU COUNTY FIRE RESCUE" around center emblem
 - Firefighter scramble with red back ground in center emblem
 - Rhodium finish with black lettering
- Firefighter
 - Top line "FIREFIGHTER"
 - "NASSAU COUNTY FIRE RESCUE" around center emblem
 - Firefighter scramble with red back ground in center emblem
 - Rhodium finish with black lettering
- ADMINISTRATION
 - Top line "ADMIN"
 - "NASSAU COUNTY FIRE RESCUE" around center emblem
 - State of Florida seal in center emblem
 - Rhodium finish with black lettering
- FIRE INSPECTOR/FIRE PREVENTION
 - Top line "INSPECTOR"
 - "NASSAU COUNTY FIRE RESCUE" around center emblem
 - State of Florida seal in center emblem
 - Rhodium finish with black lettering
- LOGISTICS OFFICER
 - Top line "LOGISTICS"
 - "NASSAU COUNTY FIRE RESCUE" around center emblem
 - State of Florida seal in center emblem
 - Rhodium finish with black lettering
- CAP BADGE- B484DE
 - Gold finish with appropriate bugles for rank on red back in center emblem
 - Rhodium finish with firefighter scramble on red back ground for Admin personnel, Firefighters and, Engineers
 - Top line "NASSAU COUNTY"
 - Bottom line "FIRE RESCUE"
- HONOR GUARD
 - Top line "HONOR GUARD"
 - "NASSAU COUNTY FIRE RESCUE" around center emblem
 - Firefighter scramble with red back ground in center emblem
 - Rhodium finish with black lettering

COLAR BRASS- BLACKINTON PART #'S

- DRESS SHIRT
 - o Fire Chief- #A2905
 - o Asst./Deputy Chief- #A2906
 - o Battalion Chief- #A2907
 - o Captain- #A2909-2
 - o Lieutenant- #A2909
- DRESS COAT
 - o Fire Chief- #A2871
 - o Asst./Deputy Chief- # A4280
 - o Battalion Chief- #A2873
 - o Captain- #A2875
 - o Lieutenant- #A2876
- NAME BAR- #J4
 - o Gold and Rhodium finish with black lettering

MISCELLANEOUS

SHIPPING

- For alterations NCFR will provide shipping to vendor, vendor will provide shipping cost to return
- Items that are returned for incorrect order fulfillment, i.e. wrong spelling, wrong size, vendor will provide all shipping cost. (note: vendor not responsible for shipping cost if incorrect information was given by NCFR at the time of order)
- Vendor will charge shipping once per order, FOB Destination.

ONLINE PLATFORM

- Vendor must be able to provide all products on an on-line platform customized for NCFR
- Website must be able to create reports by Admin users of NCFR
- Website must be able to support allotment based and bulk order purchases
- Website must be able to support up to at least 150 individual accounts with NCFR Admin personnel having administrator capabilities.
- Individual accounts that NCFR is fiscally responsible for cannot have direct access to; meaning, only authorized items will be allowed to be purchased.
- Blanket discount of 20% on all others on the vendor's website with a link that will direct the employees (non-admin) to pay with credit card. Note: NCFR admin users will still be able to use this discount for purchase on NCFR account
- For more information see attached questionnaire and online platform spec sheet.

ADDITIONAL DISCOUNTS

- Vendor will provide NCFR with 35% discount on all 5.11, Fechheimer, Flying Cross and, Vertx products not specified.

OTHER RESPONSIBILITIES

- SIZING
 - o Upon execution of contract, vendor will provide a one-time sizing of all employees of NCFR

- Sizing will take place at NCFR Headquarters and will take place over 3 days
 - A female representative will be required to size all females on one of the 3 days
- STORAGE
 - Vendor must have an in-state facility with dedicated storage for NCFR or is capable of shipping required items from other locations within 7-10 Business Days.
 - Items to be stored include but not limited to: shirts, pants, boots, patches and additional items.
 - NCFR may require a tour of facility to ensure it meets the needs of NCFR
- ALTERATIONS
 - Vendor must have an in-state facility that can provide and support clothing alteration to include hemming and embroidery or is capable of shipping required items from other locations within 7-10 Business Days.
 - NCFR may require a tour of the facility to ensure it meets the needs of NCFR

ATTACHMENT "B" – BID PRICE SHEET

ITB NAME: NASSAU COUNTY FIRE RESCUE UNIFORMS
 PRICE SHEET
 BID NO.: NC19-002

| Item No. | Item Description | Unit | Annual Est. Quan. | Unit Price | Extended Cost |
|----------------------------------|--|-------|-------------------|------------|--------------------|
| UNIFORM BID ITEMS | | | | | |
| Class A | | | | | |
| 1 | Class A White Long Sleeve Shirts-Men's- Fechheimer Item # 35W54 | EA | 25 | \$34.00 | \$850.00 |
| 2 | Class A White Long Sleeve Shirts-Women's-Fechheimer Item # 126R54 | EA | 25 | \$34.00 | \$850.00 |
| 3 | Class A White Short Sleeve Shirts-Men's- Fechheimer Item # 85R54 | EA | 25 | \$30.00 | \$750.00 |
| 4 | Class A White Short Sleeve Shirts-Women's- Fechheimer Item # 176R54 | EA | 25 | \$30.00 | \$750.00 |
| 5 | Class A Dress Pants- Men's and Women's - Fechheimer Item # F1 TR070 86 | EA | 25 | \$42.65 | \$1,066.25 |
| 6 | Class A Dress Shoes-Duty Oxford- Bates Item # E22141 or like product (Add in Option Section below) | PAIRS | 30 | \$51.00 | \$1,530.00 |
| 7 | Class A Dress Belt- High Gloss Black-Silver and Gold Buckle | EA | 25 | \$21.65 | \$541.25 |
| 8 | Class A Dress Coat- Men's-Navy Blue- Fechheimer Item # 38800 | EA | 10 | \$126.50 | \$1,265.00 |
| 9 | Class A Dress Coat- Women's-Navy Blue Fechheimer Item # 38833 | EA | 10 | \$126.50 | \$1,265.00 |
| 10 | Class A Dress Tie- Black- Men's Straight & Women's Bow Style | EA | 30 | \$3.50 | \$105.00 |
| Duty Uniform | | | | | |
| 11 | Duty Uniform- Short sleeve Shirt -Men's- LAPD Navy- Fechheimer Item # 85R58 86 (Zipper Incl.) | EA | 75 | \$50.00 | \$3,750.00 |
| 12 | Duty Uniform- Short Sleeve Shirt - Women's - LAPD Navy- Fechheimer Item # 185R58 86 (Zipper Incl.) | EA | 20 | \$50.00 | \$1,000.00 |
| 13 | Duty Uniform Pants- Men's- Fechheimer Item # 47300 86 | EA | 100 | \$57.10 | \$5,710.00 |
| 14 | Duty Uniform Pants- Women's- Fechheimer Item # 47300W 86 | EA | 20 | \$57.10 | \$1,142.00 |
| 15 | Duty Uniform Boots-Duece Series-Black- Thorogood Item # 804-6190(6") or 834-6219 (8") | PAIRS | 20 | \$85.50 | \$1,710.00 |
| 16 | Duty Uniform Belt- Black Leather Casual- 5.11 Item # 59501 -Silver and Gold Buckle | EA | 50 | \$31.00 | \$1,550.00 |
| Polos | | | | | |
| 17 | Polo- Men's Short Sleeve- Vertx Item # VTX4000P- Grey, White, Navy Blue | EA | 50 | \$40.00 | \$2,000.00 |
| 18 | Polo- Women's Short Sleeve- Vertx Item # VTX4010P- Grey, White, Navy Blue | EA | 50 | \$40.00 | \$2,000.00 |
| Cold Weather Gear | | | | | |
| 19 | Jacket- Unisex- 3-IN-1 Parka- 5.11 Item # 48001 or like product (Add in Option Section below) | EA | 30 | \$200.00 | \$6,000.00 |
| Other Miscellaneous Items | | | | | |
| 20 | Badges (Various Ranks)- Blackinton Item # B1009 Gold Plated | EA | 60 | \$46.25 | \$2,775.00 |
| 21 | Collar Brass (Various Ranks)- Various Blackinton Part #'s | SETS | 20 | \$14.75 | \$295.00 |
| 22 | Alterations (Patches, Nametapes, Hemming, etc.)- Per Garment | EA | | See Below | See Below |
| 23 | Paramedic/EMT (State of Florida) Patches | EA | 200 | \$2.00 | \$400.00 |
| 24 | Department Patches | EA | 200 | \$0.69 | \$138.00 |
| 25 | Embroidery- Name tape (Duty Uniform)- Per Garment | EA | | \$2.50 | \$2.50 |
| 26 | Embroidery- Polo Shirts- Per Garment | EA | | \$12.00 | \$12.00 |
| | | | | | 3622.5 |
| TOTAL BID AMOUNT: | | | | | \$37,457.00 |

Comments/Optional Products (Please provide MFG, Item/Part # and Description)

#19- #48001 Size: 3x-4x \$230.00
 #20- #B1009 Rhodium \$41.25
 #21- A206/A207/A2909 \$14.75
 A2871 \$8.35
 A4280/A2873/A2875/A2876 \$9.00
 J4 Series Name Bar \$8.75

Additional Alterations:

Install Patch to Garment \$2.45
 Gold Maltese Cross \$1.00
 Silver Maltese Cross \$1.00
 Remove Braid/Existing Stripe from Garment per Sleeve \$4.00
 Button Removal \$4.00
 Button Application \$8.00
 GLD/SIL FD Buttons \$1.50
 Dress Jacket, Shorten Sleeves \$12.50
 Hashmark Emblem (Years of Service) \$1.83

Add Rank Stripe 1 Row to Dress Coat \$14.00
 Add Rank Stripe 2 Row to Dress Coat \$16.00
 Add Rank Stripe 3 Row to Dress Coat \$18.00
 Add Rank Stripe 4 Row to Dress Coat \$20.00
 Add Rank Stripe 5 Row to Dress Coat \$22.00
 Gold Striping \$11.00
 Silver Striping \$11.00
 Right Chest Monogramming for Polos \$3.00
 Rank Badge Logos for Left Chest Polo \$8.00

Initials_____

EXHIBIT "1"

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

| | |
|--|-------------|
| Each Occurrence Limit | \$1,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| Fire Damage Limit (any one fire) | \$ 300,000 |
| Medical Expense Limit (any one person) | \$ 10,000 |
| Products & Completed Operations Aggregate Limit | \$2,000,000 |
| General Aggregate Limit (other than Products & Completed Operations) Applies Per Project | \$2,000,000 |

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited
Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

| | |
|---------------------------|-------------------------|
| Bodily Injury By Accident | \$500,000 Each Accident |
| Bodily Injury By Disease | \$500,000 Policy Limit |
| Bodily Injury By Disease | \$500,000 Each Employee |

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

| | |
|---------------------------------------|-------------|
| Combined Single Limit – Each Accident | \$1,000,000 |
|---------------------------------------|-------------|

Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

Initials_____

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy(ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

Initials_____

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.