

AGREEMENT BETWEEN ALACHUA COUNTY & GALLS LLC FOR EMPLOYEE UNIFORM STORE/PORTAL AND PRICING FOR ALACHUA COUNTY EMPLOYEES NO. 14426

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Galls LLC, a Foreign Limited Liability Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued a competitive solicitation (Request for Proposal (RFP) #25-11) seeking qualified firms or individuals to provide Employee Uniform Store/Portal and Pricing for Alachua County Employees; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope of Services/Work.** In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Agreement between Alachua County and Galls LLC for Employee Uniform Store/Portal and Pricing for Alachua County Employees, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term.** This Agreement is effective upon execution by both Parties (“effective date”) and continues until September 30, 2025, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional three (3) year term(s) at the same terms and conditions outlined herein. The Contractor may choose not to renew this Agreement provided the Contractor provides the County with written notice ninety (90) days prior to the start of the County’s fiscal year (October 1st) for each term renewal
4. **Closeout.** The Contractor’s obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit “4”**.
5. **Qualifications.** By executing this Agreement, Contractor makes the following representations to County:
 - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. Contractor will assure that all personnel who perform the Services, or perform any part of the

Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.

6. **Payment.**

A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed \$233,900.00 **annually** (“NTE amount”). Payment will be in accordance with the Rate Schedule attached as **Exhibit “2”** and incorporated herein.

B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Fire/Rescue
911 S.E 5th ST
Gainesville, FL 32601

C. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:

Galls, LLC,
PO Box 505614,
St Louis, MO 63150

D. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.

E. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners (“Board”). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal

year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.

- F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

8. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit “3”** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit “3-A”**.

9. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor. In the event of termination, Contractor’s recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County’s best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft.

10. **Indemnification.** CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY “ALACHUA COUNTY”) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS’ FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR’S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR’S ENTRY ONTO ALACHUA COUNTY’S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor’s insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor’s employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor’s sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

11. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

Galls LLC
1340 Russell Cave Rd
Lexington, , KY 40505

To County:

Fire/Rescue
911 S.E 5th ST
Gainesville, FL 32601
canderson@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

12. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating

to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Pursuant to F.S. §448.095, Contractor shall register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the Contractor (a) may not be awarded a public contract for at least 1 year after the date on which this Agreement was terminated and (b) Contractor is liable for any additional costs incurred by the County as a result of termination of this Agreement

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not

containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

David Allen Kidwell

January 6, 2025



By: *Mike Fadden*

Print: Mike Fadden

Title: CEO

Date: January 6, 2025

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 1: Scope of Services/Work

1. **General Requirements:** The Contractor shall provide Employee Uniform Store/Portal and Pricing for Alachua County Employees, specifically Alachua County Fire Rescue Employees
2. **Product Distribution Control:** The contractor shall not make any items identifying the County available to the public or any other customer. Any such occurrence may result in contract termination and any other legal action deemed appropriate by the County.
3. **Electronic Ordering Procedure:**
 - 3.1. The contractor shall provide an online portal or online store that would be available to employees to order uniforms and manage returns.
 - 3.2. Each employee shall receive their own personalized username and password based on the employee listing provided by the County.
 - 3.3. This store shall be populated with only the County's approved items in the approved colors, styles, and sizes.
 - 3.4. Annual employee stipends must be able to be loaded and if employees order more than their stipend, employees shall be billed directly for the remainder and payable with a credit card.
 - 3.5. System shall be able to accommodate both a stipend by item quantity and flat dollar amount.
 - 3.6. System shall allow for assigned approval level(s) prior to order processing.
 - 3.7. The System should allow for stipend levels to be increased or decreased as needed by County management.
 - 3.8. The electronic ordering system shall allow for multiple delivery addresses.
 - 3.9. Employees will be charged directly for all credit card purchases made above the allowed employee stipend.
 - 3.10. Backend order reconciliation should be easy to understand, and invoices should be easy to reconcile with purchases.
 - 3.11. The County shall only be invoiced for items up to the allowed employee stipend quantity or amount.
 - 3.12. The employee stipend shall be adjusted for any returns or credits.
 - 3.13. The County shall be allowed to add or delete items that are allowed to be purchased with the stipend or by personal credit card.
4. **Customer Support:** The contractor shall have a single point of contact for any customer support for all orders placed by the County and its authorized employees.
5. **Product Availability**
 - 5.1. The contractor shall notify the County within five (5) business days, in writing (via email) of any item discontinuation or cancellation upon receipt of the contractor's notification from the manufacturer. In such instances, the contractor shall identify a proposed equal alternative, including samples and associated pricing for County review and approval.
 - 5.2. The contractor shall notify the County of any back-ordered items within three (3) business days of order receipt, to include an approximate order fill date. If the back ordered items cannot be filled within ten (10) business days, the contractor shall notify the County in writing (via email) thereby permitting the County to pursue the product from an alternate source, for all orders placed by the County.

- 5.3. The County reserves the right to add or delete uniform items or accessories. No products may be added or removed by the vendor without prior authorization.
 - 5.4. Other offices and agencies may not utilize the contract unless authorized.
 - 5.5. All orders must be delivered no later than ten (10) business days of the order date for all available, in-stock, and non-altered items.
6. Specifications
- 6.1. All items delivered must meet the specifications described in this solicitation. Items delivered not as specified or substituted without prior approval from the County may be returned to the contractor at no expense to the County. The County or employee may return, for full credit, any unused items received that fail to meet the County's performance standards. Replacement items meeting specifications must be delivered within ten (10) business days after rejection of the non-conforming items by the County.
 - 6.2. All approved substitutes will be annotated as such on the shipping documents.
 - 6.3. Any deviation from these specifications may be considered cause for contract termination.
 - 6.4. The County may add additional services and/or items not specified in the Specifications.
 - 6.5. The contractor shall provide a percentage off list pricing for each brand listed on the Attachment B - ACFR Item Listing.
7. Fit and Finish
- 7.1. All garments, as applicable, shall meet or exceed industry standards for fabric thread count, tensile/tear strength, and pilling. Additionally, the finish garment shall meet or exceed industry standard for washing, shrinkage, stitching and fit/sizing.
 - 7.2. All garments shall have permanently affixed labels, which include size, fabric content and care instructions. The above are considered to be minimum requirements and are not meant to be all-inclusive. **NO IRREGULAR CUTS OR SECONDS WILL BE ALLOWED.** Final decision on whether a product meets or exceeds quality specifications shall be determined solely by the County.
 - 7.3. Alterations must be made at no charge to the County or its employees.
 - 7.4. All seams must be serged or finished to prevent fabric unraveling.
 - 7.5. All screen printing must be of high-quality appearance for the life of the garment. A sample of all screen printing will be approved prior to production of any screen print items.
 - 7.6. All items must be new unless otherwise specified. All pricing submitted shall include all sewing of patches and emblems, delivery, and all decorating (embroidery, screen printing, or heat press).
 - 7.7. All direct embroidery and patches must be of high-quality appearance for the life of the garment and made with colorfast thread. A sample of all embroidery and patches must be approved by the County prior to production. See Attachment A - ACFR Uniform Specifications
 - 7.8. All items must be individually packaged. Packing slips shall be provided referencing the name of the employee, purchase order, and itemized shipment details. Orders that contain mistakes in sizing or spelling due to the contractor's error, must be corrected at the contractor's expense.
8. Uniform Delivery and Delivery Fees
- 8.1. Timely delivery is of the utmost importance to the success of the contract.
 - 8.2. Failure of the contractor to adhere to stated delivery timeframe requirements may result in termination of the contract. Therefore, delivery of the goods and performance of the services must be no later than twenty-one (21) days after the contractor's receipt of an order. Offers that

propose delivery timelines that do not fall within the stated delivery time frame may be subject to rejection at the County's discretion.

8.3. Orders shall allow for multiple delivery address options.

9. Returns

9.1. Contractor shall provide applicable credit(s) based upon the original purchase method. If the exchange or return takes place under the employee's stipend approved amount, the employee stipend account shall be credited to reflect adjustments. Items purchased by Employee outside of the approved stipend amount will be the responsibility of the employee to handle, and shall not involve County staff.

9.2. The contractor shall provide applicable credit(s) to the County for all stipend approved purchases, for merchandise returns that meet the following criteria:

9.2.1. Returned merchandise is unused.

9.2.2. Merchandise is returned within thirty (30) days.

9.2.3. Credit must be issued within fifteen (15) days.

9.2.4. All items returned because of non-compliance with specifications or measurement errors will be returned to vendor at vendor's expense. Under no circumstance will the County pay a restocking fee for any returned merchandise.

10. Accounting Procedures

10.1. The system must accept purchasing card (P-card), purchase order(s) or blanket purchase order(s) for payment. In addition:

10.1.1. Invoices and credit memos must be available upon request.

10.1.2. Credit memos must reference the original invoice number.

10.1.3. All invoices and credit memos must be emailed to County designee.

10.1.4. The contractor shall provide a detailed report with each invoice which must include but not be limited to the data fields listed below. Reports should be provided to all County designees. The Report shall indicate

Employee Number
Employee Name
Order Number
Purchase order number
Product Model Number
Product Description
Size
Purchase Date
Delivery Date
Quantity
List Price
Percentage Off
Net Unit Cost
Total Invoice Amount
Purchase Type Description
Allowance
New Hire/Promotion

10.1.5. Each quarter, vendor is responsible for providing the County, within ten (10) business days of the close of the quarter, a listing of all items purchased by an employee that meet the tax guidelines as TAXABLE INCOME per IRS Guidelines. The first quarterly report will be due ten (10) days after the close of each County fiscal quarter. County fiscal quarter ends are defined as December 31st, March 31th, June 30th and September 30th.

11. Catalog Discount Pricing. The Contractor shall provide fixed discount pricing for all manufacturer brands carried and/or added to their product catalog/website. All items accessible from the website shall honor this discount pricing at checkout.

12. Uniform Specifications

12.1. POLO/GOLF SHIRTS (Item 1-7)

12.1.1. Available in both men's and women's sizes (small through 5XL)

12.1.2. Available in all manufacturer colors and sizes

12.1.3. EMBROIDERY: Shall be embroidered in color if requested with Alachua County Fire Rescue logo on the left front with the appropriate division's title and/or employee's name monogrammed on the right front of the shirt. Items may have up to three (3) lines of Embroidery Print of Name, Department/Division, and/or Title and one (1) Print of Name, Department/Division, or Title. Set up at no additional cost. Alachua County Logo for a Polo shirt is approximately 3" high by 3" wide. Custom Embroidery on the Right side of the Chest specific to each order. Single line of print may also be embroidered on sleeve of any item purchased. Lines of print will be ½ inch in height and should not be no longer than the width of the County Logo. Embroidery of the rank/name in the thread color accepted by ACFR (Gold, White or Navy is the current standard). Standard titles include but are not limited to: FIREFIGHTER, DRIVER OPERATOR, LOGISTICS, FIRE INSPECTOR, LIEUTENANT, BATTALION CHIEF, DIVISION CHIEF, ASSISTANT CHIEF, DEPUTY CHIEF, CHIEF.

12.1.4. The County reserves the ability to redesign the logo or writing on any Polo or Uniform shirt with no set up or additional fees. All artwork and lettering shall be subject to change – should artwork and/or color requirements change significantly, pricing for these items may be renegotiated. The County also reserves the right to have names put on individual shirts if requested with no minimum order.

12.2. OXFORD/POPLIN SHIRTS - CLASS A – COMMAND SHIRT (Item 8-15):

12.2.1. Per the instructions provided, specific patches shall be sewn on each shirt as applicable (Patches: Department /EMT/PM/Special Ops/ Custom patch) and cost for patches shall be included in unit cost for item. Alachua County Logo for an Oxford/Poplin shirt is approximately 4" high by 4" wide. Recipient shall be measured for long sleeve length(s).

The layout for patch placement shall be provided upon request.

12.2.2. Patches: Unit price shall include two (2) patches per shirt

12.2.3. Patch Layout 1: Left-side (L) and Right-side (R) – ACFR Patch

12.2.4. Patch Layout 2: (L) – ACFR Patch and (R) – EMT Patch

12.2.5. Patch Layout 3: (L) – ACFR Patch and (R) – PM Patch 1)

12.2.6. Patch Layout 3: (L) – ACFR Patch and (R) – Spec Ops Patch PM

12.2.7. Style: Long Sleeve, Short Sleeve

12.2.8. Sizes: - Men's – Short Sleeve: 14.5 – 22

12.2.9. Long Sleeve: 15.5 – 21

12.2.10. Women's –Short Sleeve: 32 – 48

- 12.2.11. Long Sleeve: 32 – 48
- 12.2.12. Shirt Colors, White or dark Navy
- 12.3. PERSONAL FLOATATION VEST (Item 70):
 - 12.3.1. US Coast Guard-approved life jacket - Type V
 - 12.3.2. Constructed with 400-denier Ripstop Nylon to handle unexpected snags and debris often experienced in rescue situations.
 - 12.3.3. Zippered front entry for quick on and off with backup buckles for added security under stress.
- 12.4. SOLAS reflective elements for safer night ops.
 - 12.4.1. Two 4" x 4" hook-and-loop patches on the chest and one 10.5" x 4" across the back shoulder for departmental placarding.
 - 12.4.2. Four-panel chest design for enhanced comfort and freedom of movement with a single, thin panel of foam in the back
 - 12.4.3. Minimum 22lbs. buoyancy
 - 12.4.4. 66 sq. in. of 3M™ Scotchlite™ SOLAS grade 6755 reflective material
 - 12.4.5. Tether attachment point
 - 12.4.6. Approved for use for individuals weighing 90 lbs. or more
 - 12.4.7. Sizes Small thru 3XL UNIVERSAL
- 12.5. RAINCOAT (Item 25)
 - 12.5.1. Sizes Small thru 5x
 - 12.5.2. 2" Silver reflective tape 3x3
 - 12.5.3. ACFR in large gorilla grip Black letters on the back
- 12.6. WINTER COAT (Item 24):
 - 12.6.1. Sizes Small thru 5x
 - 12.6.2. 2" Silver reflective tape 3x3
 - 12.6.3. ACFR in large gorilla grip Black letters on the back
- 12.7. PANTS (Item 16-19):
 - 12.7.1. Available in men's sizes 28 thru 56, with lengths options from 28 thru 36.
 - 12.7.2. Available in women's sizes 0 thru 20, with lengths options from short, regular, or long.
 - 12.7.3. Available in all manufacturer colors and sizes
- 12.8. DRESS PANTS (Item (20-23):
 - 12.8.1. Available in men's sizes 28 thru 56, with lengths options from 28 thru 36. Also, the option for unhemmed or custom hemming at no extra cost to the county.
 - 12.8.2. Available in women's sizes 0 thru 20, with lengths options from 28 thru 36. Also, the option for unhemmed or custom hemming at no extra cost to the county.
 - 12.8.3. Dark Navy being the default color and black being a secondary color choice for Honor Guard, Captains and Chief classifications.
- 12.9. COLLAR BRASS (Item 48-65):
 - 12.9.1. Color: Gold (V.H.B KK)
 - 12.9.2. Clutch back Attachment
 - 12.9.3. Sold as a pair
- 12.10. PROPPER WILDLAND OVERSHIRT – Yellow (Item 27):
 - 12.10.1. Current approved Wildland Overshirt/Jacket: Propper F5307.
 - 12.10.2. Sizes: Small thru 3XL and Length Options of Regular and Long.
- 12.11. PROPPER WILDLAND OVERPANT – Yellow (Item 26):
 - 12.11.1. Current approved Wildland Overpant/Pants: Propper FE223 & F5299.

- 12.11.2. Waist Sizes: Small thru 3XL and Length Options of Regular and Long. Pants will be made available in any of the aforementioned waist and length combinations as requested by the County.
- 12.12. UNIFORM DRESS BELT (Item 29-34):
- 12.12.1. Available in 1 or 1 ½ "W of black leather, Plain or Basketweave
 - 12.12.2. Sizes: Waists 28-56, even
 - 12.12.3. Buckle: Silver, Gold, or Brass
- 12.13. SCBA MASK BAG (BLACK) (Item 67):
- 12.13.1. Designed for SCBA masks, will fit most gas masks.
 - 12.13.2. Padded interior, nylon exterior.
 - 12.13.3. Drawstring enclosure
 - 12.13.4. Measures 14"H x 9"W x 9"D
- 12.14. TURNOUT GEAR STEP-IN BAG (Item 68):
- 12.14.1. Durable Nylon Web Carrying Strap
 - 12.14.2. Water Resistant PVC/Nylon Construction
 - 12.14.3. Heavy-Duty Double Zipper, Zippered Front Pocket
 - 12.14.4. Color: RED
 - 12.14.5. Measures 20"H x 16"W x 19"D Turnout Gear Step-in Bag
 - 12.14.6. Galls BG101 RED or equivalent
- 12.15. TIE (DARK NAVY) (Item 28):
- 12.15.1. 100% polyester
 - 12.15.2. Tropical weave
 - 12.15.3. Made in USA
 - 12.15.4. 4" Hand Tie
 - 12.15.5. Galls # 90072 or equivalent
- 12.16. TRAFFIC VEST (Item 69):
- 12.16.1. Micro Mesh ANSI 207 Class 2 Breakaway Vest with Adjustable Waist.
 - 12.16.2. 5 Point Breakaway
 - 12.16.3. 2"3M Silver Scotchlite Reflective Material with 4" Contrasting Trim
 - 12.16.4. 100% Polyester Mesh
 - 12.16.5. Mic Tabs on Both Shoulders
 - 12.16.6. Zip-N-Rip Closure
 - 12.16.7. Lime with Black/Red/Silver Trim
 - 12.16.8. Current Approved Safety Vest: Radians Fire Safety Vest. Tray Options- BLACK, Trim Color: BLACK/RED/SILVER, Item # R-LHV-207-4C-FIR-R or equivalent
- 12.17. HATS/CAPS (Item 38-40):
- 12.17.1. Color: Dark Navy
 - 12.17.2. Available in all manufacturer sizes
 - 12.17.3. EMBROIDERY Shall be embroidered in color if requested with Alachua County Fire Rescue logo on the front center of the hat/cap with employee's first initial and last name monogrammed on back bottom of the hat/cap. Set up at no additional cost. Alachua County Logo for a Polo shirt is approximately 2" high by 2" wide. Lines of print will be ½ inch in height and should not be no longer than the width of the County Logo. Embroidery of the name in the thread color accepted by ACFR (Gold, White or Navy is the current standard).
 - 12.17.4. The County reserves the ability to redesign the logo or writing on any Hat/Cap with no set up or additional fees. All artwork and lettering shall be subject to change – should artwork and/or color requirements change significantly, pricing for these items may be

renegotiated. The County also reserves the right to have names put on individual Hats/Caps if requested with no minimum order.

12.18. BOOTS/SHOES (Items 41-47):

12.18.1.Color: Black

12.18.2.Available in all manufacturer sizes

12.18.3.Available in all medium and wide sizes.

12.19. PERCENTAGE DISCOUNT FOR VARIOUS BRANDS (Items 71-84)

12.19.1.Percentage discount for all other items not specifically referenced in prior line items.

Exhibit 2: Product Pricing

| Line Item | Description | Percentage Discount | |
|-----------|---|---------------------|----------|
| 1 | 511 Polo Shirt Short Sleeve (Men's) Item # 71049 NO SUB (see POLO/GOLF SHIRT specifications) | N/A | \$67.00 |
| 2 | 511 Polo Shirt Short Sleeve (Women's) Item # 61165 NO SUB (see POLO/GOLF SHIRT specifications) | N/A | \$67.00 |
| 3 | 511 Polo Shirt Long Sleeve (Men's) Item # 72049 NO SUB (see POLO/GOLF SHIRT specifications) | N/A | \$70.00 |
| 4 | 511 Polo Shirt Long Sleeve (Women's) Item # 62408 NO SUB (see POLO/GOLF SHIRT specifications) | N/A | \$70.00 |
| 5 | 511 Pull Over Job Shirt Item # 72535 NO SUB (see POLO/GOLF SHIRT specifications) | N/A | \$85.00 |
| 6 | Proper Polo Shirt Short Sleeve (Men's) Item # F534172600 NO SUB (see POLO/GOLF SHIRT specifications) | N/A | \$61.00 |
| 7 | Proper Polo Shirt Short Sleeve (Women's) Item # F532772600 NO SUB (see POLO/GOLF SHIRT specifications) | N/A | \$61.00 |
| 8 | Flying Cross Long Sleeve Poly Cotton Men's Shirt Item #F1 35W54 NO SUB (see OXFORD/POLIN SHIFTS - CLASS A - COMMAND SHIRT specifications) | N/A | \$47.00 |
| 9 | Flying Cross Long Sleeve Poly Cotton Women's Shirt Item # 1765R54 NO SUB (see OXFORD/POLIN SHIFTS - CLASS A - COMMAND SHIRT specifications) | N/A | \$47.00 |
| 10 | Flying Cross Short Sleeve Poly Cotton Men's Shirt Item # 85R54 NO SUB (see OXFORD/POLIN SHIFTS - CLASS A - COMMAND SHIRT specifications) | N/A | \$42.00 |
| 11 | Flying Cross Short Sleeve Poly Cotton Women's Shirt Item # 126R54 NO SUB (see OXFORD/POLIN SHIFTS - CLASS A - COMMAND SHIRT specifications) | N/A | \$42.00 |
| 12 | Flying Cross Short Sleeve Polyester Men's Command Shirt Item # 85R78 NO SUB (see OXFORD/POLIN SHIFTS - CLASS A - COMMAND SHIRT specifications) | N/A | \$46.00 |
| 13 | Flying Cross Short Sleeve Polyester Women's Command Shirt Item # 176R78 NO SUB (see OXFORD/POLIN SHIFTS - CLASS A - COMMAND SHIRT specifications) | N/A | \$52.50 |
| 14 | Flying Cross Long Sleeve Polyester Men's Command Shirt Item # 34W78Z NO SUB (see OXFORD/POLIN SHIFTS - CLASS A - COMMAND SHIRT specifications) | N/A | \$58.50 |
| 15 | Flying Cross Long Sleeve Polyester Women's Command Shirt Item # 126R78 NO SUB (see OXFORD/POLIN SHIFTS - CLASS A - COMMAND SHIRT specifications) | N/A | \$56.00 |
| 16 | 511 Men's Apex Pants Item # 74434 NO SUB (see PANTS specifications) | N/A | \$64.00 |
| 17 | 511 Women's Apex Pants Item # 64446 NO SUB (see PANTS specifications) | N/A | \$64.00 |
| 18 | 511 Men's TAC Lite Pants Item # 74251 NO SUB (see PANTS specifications) | N/A | \$48.50 |
| 19 | 511 Women's TAC Lite Pants Item # 64360 NO SUB (see PANTS specifications) | N/A | \$48.50 |
| 20 | Flying Cross Men's Polyester Gabardine Pants Item # F1 3900 NO SUB (see DRESS PANTS specifications) | N/A | \$46.00 |
| 21 | Flying Cross Polyester Women's Pants Item # 3960 NO SUB (see DRESS PANTS specifications) | N/A | \$46.00 |
| 22 | Flying Cross Men's Polyester-Cotton Pants Item # 47400 NO SUB (see DRESS PANTS specifications) | N/A | \$58.00 |
| 23 | Flying Cross Polyester-Cotton Women's Pants Item # 47400W NO SUB (see DRESS PANTS specifications) | N/A | \$58.00 |
| 24 | ANSI 3 Two-Tone Reversible Jacket, Item # J-350C NO SUB (see Winter Coat specifications) | N/A | \$96.00 |
| 25 | Reversible ANSI 3 HI VIZ Raincoat, Item # Liberty RW266 NO SUB (see RAINCOAT specifications) | N/A | \$76.00 |
| 26 | Propper Wildland Overpant Yellow, Item # FE223 , F5299 NO SUB (see PROPPER WILDLAND OVERPANT specifications) | N/A | \$185.00 |

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|----|--|-----|----------|
| 27 | Propper Wildland Overshirt Yellow, Item #F5307 NO SUB (see PROPPER WILDLAND OVERSHIRT specifications) | N/A | \$185.00 |
| 28 | Tie- 3 X 57 Inch Poly 4-Hand Tie, Dark Navy Item # 90072 (see TIE DARK NAVY specifications) | N/A | \$6.00 |
| 29 | GALLS 1", Black Off Duty Belt, Black, Galls Item # ZU939 | N/A | \$16.50 |
| 30 | GALLS Economy Leather 1½" Garrison Belt, Black, Galls Item # LP1237 (see UNIFORM DRESS BELT specifications) | N/A | \$25.00 |
| 31 | GALLS Gear Leather Trouser Belt, Black, Item # GA157 (see UNIFORM DRESS BELT specifications) | N/A | \$28.00 |
| 32 | GALLS Buckless Trouser Belt, Black, Item # LP302 (see UNIFORM DRESS BELT specifications) | N/A | \$38.00 |
| 33 | GALLS Molded Nylon Trouser Belt, Black, Item # SHG050 (see UNIFORM DRESS BELT specifications) | N/A | \$19.50 |
| 34 | Rothco Military Web Belts / 54", White with Gold Buckle, Item # B52-28 | N/A | \$9.25 |
| 35 | GALLS Clip on Badge Holder, Item # 71201 | N/A | \$9.50 |
| 36 | Galls Universal Leather Badge Holder, Item # 71301-0002 | N/A | \$14.50 |
| 37 | Strong Leather Tri Fold Traditional Size Leather Badge Wallet, Item # 7952R BLK CSTM | N/A | \$33.00 |
| 38 | 5.11 Tactical Fleece Watch Cap, Dark Navy, Item # 89250 (see Hats/Caps specifications) | N/A | \$59.00 |
| 39 | 5.11 Tactical Taclite Hat, Dark Navy, Item # 89381 (see Hats/Caps specifications) | N/A | \$30.50 |
| 40 | 5.11 Rover Beanie, Dark Navy, Item # 89166 (see Hats/Caps specifications) | N/A | \$26.00 |
| 41 | GALLS 8" Waterproof Side Zip Composite Toe Boot, Item # FT3004 (see Boots/Shoes specifications) | N/A | \$86.00 |
| 42 | Thorogood MEN'S 8" Side Zip JUMP Boot, Item # 834-6888 (see Boots/Shoes specifications) | N/A | \$128.00 |
| 43 | HAIX 8" Airpower XR2 Waterproof Boot, Item # 605118 (see Boots/Shoes specifications) | N/A | \$384.00 |
| 44 | Thorogood Poromeric Academy Oxford, Item # 831-6031 (see Boots/Shoes specifications) | N/A | \$72.00 |
| 45 | Bates High Gloss Duty Oxford, Item # 22141 (see Boots/Shoes specifications) | N/A | \$66.00 |
| 46 | Reebok All Terrain Steel Toe Running Work Shoe, Item # 2FT1746 (see Boots/Shoes specifications) | N/A | \$88.00 |
| 47 | Iron Age Men's Ground Finish 6" Steel Toe Boot, Item # IA5150 (see Boots/Shoes specifications) | N/A | \$82.00 |
| 48 | Blackinton Single Bugle Pin (GOLD) Lieutenant, Blackington # A2909 (see Collar Brass specifications) | N/A | \$23.00 |
| 49 | Blackinton Double Bugle Pin (GOLD) Captain, Blackington # A2909-2 (see Collar Brass specifications) | N/A | \$23.00 |
| 50 | Blackinton 2 Crossed Bugles Pin (GOLD) District Chief, Blackington # A2908 (see Collar Brass specifications) | N/A | \$23.00 |
| 51 | Blackinton 3 Crossed Bugles Pin (GOLD) Assistant Chief, Blackington # A2907 (see Collar Brass specifications) | N/A | \$23.00 |
| 52 | Blackinton 4 Crossed Bugles Pin (GOLD) Deputy Chief, Blackington # A2906 (see Collar Brass specifications) | N/A | \$23.00 |
| 53 | Blackinton 5 Crossed Bugles Pin (GOLD) Chief, Blackington # A2905 (see Collar Brass specifications) | N/A | \$23.00 |
| 54 | Smith & Warren Custom Collar Pins 4 Letters 3/8" (Sold In Pairs) ACFR (GOLD), Galls Item # CB120 (see Collar Brass specifications) | N/A | \$32.00 |
| 55 | Blackinton (15/16") Single Bugle Dress Coat Pin -LIEUTENANT, Blackington # A2876 (see Collar Brass specifications) | N/A | \$13.20 |
| 56 | Blackinton (15/16") Double Bugles Dress Coat Pin - Captain, Blackington # A2875 (see Collar Brass specifications) | N/A | \$13.20 |
| 57 | Blackinton (15/16") 2 Crossed Bugles Dress Coat Pin (GOLD) District Chief, Blackington # A2874 (see Collar Brass specifications) | N/A | \$13.20 |

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|----|--|-----|----------|
| 58 | Blackinton (15/16") 3 Crossed Bugles Dress Coat Pin (GOLD) Assistant Chief, Blackinton # A2873 (see Collar Brass specifications) | N/A | \$13.20 |
| 59 | Blackinton (15/16") 4 Crossed Bugles Dress Coat Pin (GOLD) Deputy Chief, Blackinton # A2872 (see Collar Brass specifications) | N/A | \$13.20 |
| 60 | Blackinton (15/16") 5 Crossed Bugles Dress Coat Pin (GOLD) Chief, Blackinton # A2871 (see Collar Brass specifications) | N/A | \$13.20 |
| 61 | Two Color Years of Service Bar with Maltise Cross (GOL-TONE), Item # A11833 | N/A | \$18.00 |
| 62 | Commendation Bar - TECH RESCUE, (Gold Plate) Item # A10345 | N/A | \$18.00 |
| 63 | Commendation Bar -STORK , (Gold Plate) Item # A12257 | N/A | \$18.00 |
| 64 | Commendation Bar - W/ STAR OF LIFE, (Gold) Item # A7142AE | N/A | \$18.00 |
| 65 | Commendation Bar -HONOR GUARD , (HIGLO) Item # A10398 | N/A | \$18.00 |
| 66 | Cap Badge, Gold with FF Scramble, HONOR GUARD, Large, Gold, Screw Back, Item # C101L-G-SB | N/A | \$26.50 |
| 67 | Deluxe SCBA Mask Bag (Black) Item # # SHG135 (see SCBA MASK BAG specifications) | N/A | \$11.00 |
| 68 | GALLS Jumbo Sized Step in Bag, # BG101 RED (see TURNOUT GEAR STEP-IN BAG specifications) | N/A | \$26.00 |
| 69 | Safety Vest, Radians Item # R-LHV-207-4C-FIR-R, Black/Red/Silver trim, NO SUB (see TRAFFIC VEST specifications) | N/A | \$52.00 |
| 70 | Personal Floatation Vest, NRS Rapid Rescuer PFD, MFG # 40025.02 NO SUB (see PERSONAL FLOATATION VEST specifications) | N/A | \$274.00 |
| 71 | 511 - all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 72 | Propper- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 73 | Flying Cross- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 74 | ANSI- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 75 | Propper- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 76 | Galls- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 77 | Rothco- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 78 | Thorogood- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 79 | Bates- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 80 | Reebok- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 81 | Redwing- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 82 | Iron Age- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 83 | Blackinton- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |
| 84 | Smith & Warren- all other items not referenced above (see Percentage Discount for Various Brands specifications) | 15% | |

Exhibit 3: Insurance Requirements

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on

behalf of Contractor/Vendor; to include Products and/or Completed Operations of Contractor/Vendor; Automobiles owned, leased, hired or borrowed by Contractor.

b. Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the agreement (original if contact is renewed) or prior.

SUBCONTRACTORS

Contractor/Vendor shall be responsible for all subcontractors Working on their behalf as a condition of this Agreement. All subcontractors of Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

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Exhibit 3-A: Certificate of Insurance

TYPE "E" INSURANCE REQUIREMENTS "Vendors"

Vendors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the County.

COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY. (When Vendor Delivers to County Premises)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY. (While Vendor's Employee(s) are on County Premises)

A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

B. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

A. Commercial General Liability and Automobile Liability Coverages

1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor.

2. The Vendor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Vendor's insurance and shall be non-contributory.

B. Workers' Compensation and Employers' Liability Coverages

1. The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Vendor for the County.

C. All Coverages

1. The Vendor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claim made form the certificate will show a retroactive date, which should be the same date of the contract or purchase order (original if contract is renewed) or prior.

SUBCONTRACTORS

Vendors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Email certificate to : Fire Rescue - canderson@alachuacounty.us

Exhibit 4: Closeout Checklist

Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.

Contract No. 14408 – Agreement between Alachua County and Galls LLC

Complete all applicable items.

| ACTION/ITEM | Date Completed (by Vendor) | Vendor (initials) | County (initials) |
|--|-------------------------------|----------------------|----------------------|
| General Requirements (Should be required on most Contracts) | [REDACTED] | [REDACTED] | [REDACTED] |
| All contractual obligations are completed <i>(include list of exceptions as an attachment)</i> | | | |
| All invoices, except for the final, are submitted and paid | | | |
| All testing reports have been received and analyzed | | | |
| Final amount paid via this Contract | | | |
| Parties agree that no claims, issues, or unresolved matters exist on the contract | | | |
| Contract Specific Requirements (All may not apply) | [REDACTED] | [REDACTED] | [REDACTED] |
| All inspections are completed and accepted | | | |
| Any County-furnished property is returned | | | |
| The contractor has closed any subcontracts that may exist | | | |
| All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i> | | | |
| Any access or security badges and keys are returned and are accounted for | | | |
| All warranties, training material, or other final deliverables are obtained | | | |
| All Bond requirements have been met | | | |
| Certificates of substantial completion or final completion are obtained | | | |
| Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i> | | | |

CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT

Vendor/Contractor Signature

Date

Department Administrator Signature

Date