

Contract No.: CN08-48
Bid/Proposal No.: NC07-038

CONTRACT FOR
FIRE RESCUE - CLOTHING (T-SHIRTS)

THIS CONTRACT entered into this 28th day of November, 2007, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as "County", and P5 Productions, 2024 Highland Drive, Fernandina Beach, Florida 32034, hereinafter referred to as "Vendor".

WHEREAS, the Board of County Commissioners of Nassau County, Florida received sealed bids for Fire & Rescue - Clothing & T-Shirts, Bid No. NC07-038, on September 20, 2007 at 2:00 p.m.; and

WHEREAS, the Fire Rescue Department determined that P5 Productions was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "A"; and

WHEREAS, the Board of County Commissioners of Nassau County, based on the recommendation of the Fire Rescue Department, has determined that it would be in the best interest of the County to award a contract to P5 Productions to furnish clothing in accordance with the technical specifications described in the Invitation to Bid, Bid No. NC07-038, attached hereto as Exhibit "B".

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, 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 materials or services as further described in the specifications attached hereto as Exhibit "B" and made a part hereof. 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. (Florida Statutes Section 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 Coordinator's Office 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 Nassau County, unless loss or damage results from negligence by Nassau County or it's using Department.

SECTION 5. Firm Prices

Prices for goods and 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 law 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.

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 bodies 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.

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 performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract.

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 of 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 such 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 agreed upon in a timely and professional manner in accordance with specifications.

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 of this contract and terminate September 30, 2009. 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 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. Exercise of Option

Exercise of option to extend term of contract: If the County wishes to enter into an option period, the County shall request from the Vendor their written statement of desire to enter into an extension of the performance period.

SECTION 22. 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 23. 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 24. Supervision

The Vendor shall act as an independent contractor 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 25. 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, on a primary basis, 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 herein. 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.

Workers' Compensation: The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 each.

Business Auto Policy: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

Commercial General Liability: Commercial General Liability for public liability during the lifetime of this Contract shall have

minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Additional Insured Requirements: Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

SECTION 26. Disputes

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Coordinator with a copy to the Department Head and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Coordinator and the Department Head or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Department Head or his/her designee, and the County Attorney and the County Coordinator and the Department Head or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Coordinator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall 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 Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

SECTION 27. 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, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

Michael H. Boyle

~~JIM B. HIGGINBOTHAM~~ MICHAEL H. BOYLE
Its: ~~Chairman~~ Vice Chairman

Vice Chairman's
ATTEST AS TO ~~CHAIRMAN'S~~ SIGNATURE:

[Signature]

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE
NASSAU COUNTY ATTORNEY

[Signature]

DAVID A. HALLMAN

P5 Productions

[Signature]

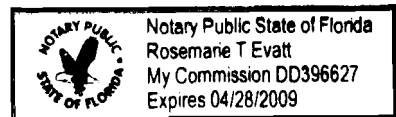
By: Loren Lum
Its: owner/proprietor

STATE OF Florida
COUNTY OF Nassau

Before me personally appeared, LOREN KOOH WAH LUM, who is personally known or produced DRIVERS License 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 10th day of December, 2007.

Rosemarie T. Evatt
Notary Signature



Notary-Public-State of Florida at large
My Commission expires: 04-28-09

Nassau County Fire / Rescue
CLOTHING & T-SHIRTS
 Bid No. NC07-038

Bid Tabulation

Vendor Name:			Patrick's Uniforms	P5 Productions			PRIDE Enterprises					
Item			Product Name	Cost Per Item	Extended Price	Min. Specs.	Cost Per Item	Extended Price	Min. Specs.	Cost Per Item	Extended Price	Min. Specs.
F-01	50	EA	Work boots 6"	\$64.99	\$3,249.50	Y	NB			NB		
F-02	50	EA	Work boots 8"	\$67.99	\$3,399.50	Y	NB			NB		
F-03	40	EA	Female EMS Trousers	\$42.99	\$1,719.60	Y	NB			\$31.64	\$1,265.60	N
F-04	10	EA	Female Long Sleeve	\$28.99	\$289.90	Y	NB			\$22.19	\$221.90	N
F-05	10	EA	Female Short Sleeve	\$25.99	\$259.90	Y	NB			\$19.73	\$197.30	N
F-06	20	EA	Female Trouser	\$60.99	\$1,219.80	Y	NB			\$34.90	\$698.00	N
F-07	100	EA	Beit	\$14.99	\$1,499.00	Y	NB			NB		
F-09	25	EA	Jacket	\$99.00	\$2,475.00	Y	NB			NB		
F-10	50	EA	Class "A" Trouser	\$60.99	\$3,049.50	Y	NB			\$34.90	\$1,745.00	Y
F-11	80	EA	Male Long Sleeve Shirt	\$33.99	\$2,719.20	Y	NB			\$23.60	\$1,888.00	N
F-12	90	EA	Male Short Sleeve Shirt	\$30.99	\$2,789.10	Y	NB			\$21.75	\$1,957.50	N
F-13	150	EA	Male Trouser	\$32.99	\$4,948.50	Y	NB			\$20.30	\$3,045.00	N
F-14	600	EA	Male EMS Trouser	\$42.99	\$25,794.00	Y	NB			\$31.64	\$18,984.00	N
				\$53,412.50			\$0.00			\$30,002.30		
F-08	800	EA	T-Shirt	\$14.99	\$11,992.00	Y	\$6.90	\$5,520.00		6.95	\$5,560.00	Y

Recommendation:
 Patrick's Uniforms - Item # F-01 - F-07 and F-09 - F-14
 P5 Productions - Item # F-08 (T-shirts only)

Exhibit "A"

COPY

INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Fire & Rescue – Clothing & T-Shirts		
Bid Number: NC07-038		
Requesting Department: Fire & Rescue	Bid Contact: Charlotte Young, Contract Manager	
Address 96135 Nassau Place, Yulee, FL 32097	Contact Number 904-491-7377	
Bid Due/Opening Date: September 20, 2007	Bid Time Due: 2:00 p.m.	Bid Opening Time: 2:05 p.m.
Location to Deliver Bid John A. Crawford, Ex-Officio Clerk, Nassau County Judicial Annex, 76347 Veterans Way, Yulee, FL 32097		

In accordance with the intent and content of this Invitation to Bid (ITB), we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder: Patrick's Uniforms		
Business Address 1265 Lane Ave South Suite #5		
Phone Number 904-378-1077	Fax Number 904-378-1078	E-Mail Address: gayle@Patrick'sUniforms.com
Nassau County Occupational License Number:		
Contractor's Florida License Number (as applicable):		
Authorized Signature (manual) Gayle Anderson		Date: 9/14/07
Printed Signature: Gayle Anderson		Title: Manager

BIDDER DECLARATION / ACKNOWLEDGMENT

THIS BID IS SUBMITTED TO NASSAU COUNTY (A.K.A. – OWNER OR COUNTY):

Bidder proposes and agrees, if this bid is accepted, to enter into a Contract with Nassau County Board of County Commissioners, to perform and furnish all goods and services specified or indicated in the Contract Documents for the Agreement(s) Price and within the Agreement(s) Time indicated in this Bid Form, and in accordance with the other terms and condition of the Contract Documents and Instructions to Bidders made a binding part of this bid.

This bid will remain open for a period of ninety (90) consecutive calendar days after the date of the bid opening.

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

SECTION F. BID PRICE SHEET
 FIRE & RESCUE - CLOTHING & T-SHIRTS
 Bid No. NC07-038

Item #	Quan.	Unit	Description	Unit Price	Extended Price	* Mark Y or N (see below)
F-01	50	EA	Work boots 6" In accordance with the attached Specifications Mfg: Weinbrenner Cat.# 834-6290 S,M,L,XL	\$ 64.99	\$ 3,249.50	Y
F-02	50	EA	Work boots 8" In accordance with the attached Specifications Mfg: Weinbrenner Cat.# 834-6291 S,M,L,XL	\$ 67.99	\$ 3,399.50	Y
F-03	40	EA	Female EMS Trousers In accordance with the attached Specifications Mfg: Elbeco Cat.# E7551 S,M,L,XL	\$ 42.99	\$ 1,719.60	Y
F-04	10	EA	Female Long Sleeve In accordance with the attached Specifications Mfg: Elbeco Cat.# P804 S,M,L,XL	\$ 28.99	\$ 289.90	Y
F-05	10	EA	Female Short Sleeve In accordance with the attached Specifications Mfg: Elbeco Cat.# P814 S,M,L,XL	\$ 25.99	\$ 259.90	Y
F-06	20	EA	Female Trouser In accordance with the attached Specifications Mfg: Elbeco Cat.# E9474 S,M,L,XL	\$ 60.99	\$ 1,219.80	Y
F-07	100	EA	Belt In accordance with the attached Specifications Mfg: Dutyman Cat.# 1621 S,M,L,XL	\$ 14.99	\$ 1,499.00	Y
F-09	25	EA	Jacket In accordance with the attached Specifications Mfg: Elbeco Cat.# 3804 S,M,L,XL	\$ 99.00	\$ 2,475.00	Y
F-10	50	EA	Male Class "A" Trouser In accordance with the attached Specifications Mfg: Elbeco Cat.# E474 S,M,L,XL	\$ 60.99	\$ 3,049.50	Y
F-11	80	EA	Male Long Sleeve Shirt In accordance with the attached Specifications Mfg: Elbeco Cat.# 2310/2319 S,M,L,XL	\$ 33.99	\$ 2,719.20	Y
F-12	90	EA	Male Short Sleeve Shirt In accordance with the attached Specifications Mfg: Elbeco Cat.# 2330/2339 S,M,L,XL	\$ 30.99	\$ 2,789.10	Y
F-13	150	EA	Male Trouser In accordance with the attached Specifications Mfg: Elbeco Cat.# E814 S,M,L,XL	\$ 32.99	\$ 4,948.50	Y
F-14	600	EA	Male EMS Trouser In accordance with the attached Specifications Mfg: Elbeco Cat.# E7550 S,M,L,XL	\$ 42.99	\$ 25,794.00	Y
TOTAL BID (Item # F-01 through F-07 and F-09 through F-14)				\$	53,412.50	
F-08	800	EA	T-Shirt In accordance with the attached Specifications Mfg: Names Cat.# 5190P S,M,L,XL	\$ 14.99	\$ 11,992.00	Y

* Note: Mark "Y" for Yes if your product meets or exceeds the minimum specifications; Mark "N" for No if your product does not meet the minimum specifications and you have provided a detailed explanation of your exception to the minimum specifications (If you indicate "N", you are required to submit a sample of the item.)

SECTION F. BID PRICE SHEET
 FIRE & RESCUE - CLOTHING & T-SHIRTS
 Bid No. NC07-038

OTHER CHARGES

Please indicate below the amount or percent of "upcharge", if any, for items sized above XL.

ITEM	UNIT	SIZE	PERCENT/AMOUNT
F-01	EA	2XL -	0
F-02	EA	2XL -	0
F-03	EA	2XL 18-22/24-26	10% - 47.28 / 20% - 51.58
F-04	EA	2XL 44-46/48-50	10% - 31.88 / 20% - 34.78
F-05	EA	2XL 44-46/48-50	10% - 28.58 / 20% - 31.18
F-06	EA	2XL 18-22/24-26	10% - 67.01 / 20% - 73.18
F-07	EA	2XL 46-50/52-54	10% - 16.48 / 20% - 17.98
F-08 F09	EA	2XL-3XL / 4XL	10% - 108.90 / 20% - 118.80
F-09	EA	2XL -	
F-10	EA	2XL 44-46/48-50/52-54	10% - 67.01 / 20% - 73.18 / 30% 79.28
F-11	EA	2XL 18-22/24-26/28	10% - 37.38 / 20% 40.78 / 30% 44.18
F-12	EA	2XL 18-22/24-26/28	10% - 34.08 / 20% - 37.18 / 30% 39.18
F-13	EA	2XL 44-46/48-50/52-54	10% - 36.28 / 20% - 39.58 / 30% 55.88 42.88 (CA)
F-14	EA	2XL 44-46/48-50/52-54	10% - 49.28 / 20% - 51.58 / 30% 55.88
F-15	EA	2XL -	49.28
F-16 CA F08	EA	2XL-3XL / 4XL	10% - 16.48 / 20% - 17.98

Company Name: Patrick's Uniforms
 Signature: Gayle Anderson Date: 9/14/07
 Printed Name/Title: Manager
 Address: 1265 Lane Ave So. Suite #5 Jax, FL 32205
 Phone Number: 904-378-1011 Fax Number: 904-378-1018
 Email Address: gayle@patricksuniforms.com

SECTION E – PART 1. TECHNICAL SPECIFICATIONS

- E1. All specifications are based from current standards set forth by Nassau County Fire Rescue. The clothing that will be supplied will be the same color, fit, cut, and sizing to keep uniformity within the Department.
- E2. If a vendor does not meet the minimum specifications for any particular bid item, then the vendor must provide a written statement detailing what the exception is.
- E2. If a vendor is not able to meet these specifications and takes exception, then the vendor will be required to submit a sample of the item.
- E3. Clothing will be issued to Nassau County Fire Rescue personnel by Shifts "A", "B", "C".
- E4. "A" shift will be receiving clothing in November, "B" shift in December, and "C" shift in January.
- E5. All personnel will be fitted and receive clothing within five business days from fitting.
- E6. All Vendors will keep stock on hand to insure that Fire Rescue personnel will receive clothing within the five business days from fitting, to include fitting, alterations, and applications of department patch and level of training patch.
- E7. Vendor will be supplied with department patches for application.
- E8. Vendor will provide EMT or Paramedic patches for application.
- E9. Fitting of Fire Rescue personnel will be done at each Nassau County Fire Rescue station and at Nassau County Fire Rescue Headquarters, unless vendor has a store within 50 miles of Nassau County Fire Rescue Headquarters. There are currently seven (7) Fire Rescue stations within Nassau County.
- E10. If Vendor is farther than 50 miles from Nassau County Fire Rescue Headquarters, the vendor will be brought in during the month of issue to fit and measure all personnel on the shift. If an individual is off and misses the fitting for his/her particular shift, he/she will be rescheduled for when the vendor returns for subsequent fittings, which shall include at least one make up appointment for individuals who were not fitted during their month of issue.
- E11. If the vendor is within 50 miles of Nassau County Fire Rescue Headquarters the store will have regular store hours that will allow Nassau County Fire Rescue personnel adequate time for fitting. If alterations are needed then they will be done onsite in a timely manner.
- E12. T-shirts will be awarded separately from uniforms.
- E13. T-shirts shall be the dark navy blue Haines Beefy-T, with left front breast pocket. Vendor can provide a like product of a different brand name (brand name is for reference of quality and

Exhibit "B"

weight). If bid is different than Haines Beefy-T, a sample will be sent with bid submittal for review.

- E14. All T-shirts will be screen-printed front and back, no exceptions. Shirts will be printed with one (1) color silk screen per shirt. Screen-printed lay out will be attached with bid proposal.
- E15. T-shirts will be purchased up front for the entire year and will be stocked by the vendor. The T-shirts in stock will not be printed until requested from Nassau County Fire Rescue personnel.
- E16. Upon request for T-shirts, the vendor will be allowed 48 hours for printing and delivery. This will allow Nassau County Fire Rescue personnel to receive new shirts by next duty day.

(End of Section E – Part One)

SECTION E. (PART TWO)

Item # F-01

6" Side Zip Uniform Boot

6" SIDE ZIP UNIFORM BOOT

- 1 Scope – This specification will outline the requirements for black 6" polishable leather/nylon tactical and uniform footwear with a side zip.
- 1.2 This specification is for non-waterproof, non-safety 6" side zipper boots.
- 2 Quality Assurance – Quality Assurance is designed to meet the following requirements.
 - 2.1 ISO 9001-2000 Registered (International Standard/ISO 2000, Quality Systems Specification for Design, Development, Production, Installation and Servicing).
- 3 Description
 - 3.1 Design – This footwear is designed for uniform personnel who need quick side zipper donning with support to the foot and ankle region. Slip resisting and oil resisting outsoles are needed to assure secure traction. A thick cushioned polyurethane footbed offers a long wearing comfortable foot support system.
 - 3.2 Construction – Cement for light weight and immediate flexible comfort with a non-metallic shank and EVA mid-sole system for a complete foot and ankle support system.
 - 3.3 Sizes and Widths – Footwear is available in all of the following sizes.

Men's: 4 – 12, 13, 14, 15 including half sizes through 12. Women's unisex size scale is based on two sizes up from the man's size scale. A men's 4 M is equal to a women's 6 M.

Widths: Medium, Wide and Extra Wide as measured by Brannock device. Note: Extra Wide only available in men's 7 – 12, 13.
 - 3.4 Upper Fitting – All upper fitting is 8-10 stitches per inch, B69 nylon thread double needle for a durable construction.
 - 3.5 Leather - Upper leather 2 – 2.2 mm black full grain vamp with 1.8 – 2 mm Action leather balance. All leather is polishable and double stitched at all joints for a durable construction.
 - 3.6 Upper Nylon Panels – 1200 denier basket weave black nylon with reinforced backing and full tongue gusset.
 - 3.7 Lining – Durable Two Zone Mesh to wick away moisture for drier, cooler, healthier feet.

SECTION E. (PART TWO)

Item # R-01

6" Side Zip Uniform Boot

- 3.8 Shank – Tru-fit fiberglass, durable, cold and rust resisting and contoured to the insole for a complete support system.
- 3.9 Footbed – Contoured two density polyurethane removable, with polyester cover for moisture wicking and perforated for promotion of air movement to cool and comfort the foot.
- 3.10 Insole – Stitch bonded srobal for maximum flexibility and cushion transfer.
- 3.11 Mid-sole – Built in EVA forefoot and heel pads to absorb shock and reduce fatigue on the foot.
- 3.12 Outsole – Thorogood Commando Deuce two density rubber lug cup sole with oil and slip resisting rubber compound, for a more durable traction system over many types of terrain.
- 3.13 Counter – Thermo formed counter providing greater heel stability.
- 3.14 Box Toe – XL-20 thermoplastic to maintain toe shape and provide ample room and comfort for the forefoot.
- 3.15 Lace – 60" black round nylon for a strong, durable support system.
- 3.16 Non-Metal Hardware – All non-metal hardware for easy and secure closure. This hardware is designed to go through electronic metal detection devices.
- 3.17 Zipper – YKK nylon with locking keeper and leather/velcro cover for a strong and reliable closure system.

(End of Item # R-01)

SECTION E. (PART TWO)

**Item # F-07
Trouser Belt**

TROUSER BELT

Nassau County Fire Rescue will be requesting pricing for black leather belts of different lengths. The belt will be flat leather with no tool markings and will be of mat finish. Buckle will be silver in color. Width will be 1 3/4".

(End of Item # F-07)

SECTION E. (PART TWO)

Item # E-09

Jacket with Liner

Jacket with Liner

- Design:** The jacket shall be 26" long waist length, water resistant by design, featuring two inverted pleated patch pockets with mitered flaps and side entry, front and back upper body yokes for concealed Velcro detachable panels, attached epaulets, inside storm fly, zippered side vents, elasticized cuffs with added Velcro tabs for adjustability. Telescopic sleeves, inner pockets, removable low denier soft touch liner, optional lined hood with toggled drawstring and adjustable snaps closure.
- Fabrics:** Outershell is a two ply textured nylon with polyurethane water resistant coating on the backside for water resistance and windproof protection. Colors: black, navy and brown. The permanent lining is black 100% nylon taffeta, weight 1.8 oz. per square yard.
- The removable quilted liner is black 100% nylon taffeta. Weight is 1.8 oz. per square yard. Fabric count is 104 x 86. The taffeta covers both sides of the insulation layer. Insulation is 4.25 oz. low denier soft touch polyester to provide maximum warmth with lightest weight.
- Sleeves:** Shall be coat style set-in incorporating a 360° Telescopic radial design. The 360° Telescopic sleeve system allows for full arm extension and action without sleeve or body pull-up. It shall be constructed with a two-piece construction with elasticized anchor so that proper position is maintained after extension.
- There shall be a snap strap placed on the inside of the wrist area which can connect to a loop on the liner sleeve to hold the liner in place.
- Cuffs:** Cuffs shall be 1-1/8" wide with a 1" inner elastic at the top and an adjustable tab with 1" Velcro at the bottom, with 2-1/4" Velcro on the underside of the tab connecting to 3-3/4" Velcro on the opposite side.
- Collar:** The permanent collar shall be made of two plies of the shell fabric plus the interlining. The interlining shall be sewn to the under collar. The collar points shall be well shaped and symmetrical. The points and center width shall measure approximately 4" wide. There shall be three snaps through the collar to connect to the detachable hood.

SECTION E. (PART TWO)

Item # F-09

Jacket with Liner

Detachable

Insulated Liner: The detachable low denier soft touch liner shall be a zip-out full body and sleeves liner with attached knit wristlets. Sleeve liners zip-off the body liner for an additional option. There shall be opening slots in the liner to allow access to inner pockets.

Pockets: There shall be two reverse pleated two-way opening patch pockets on the front of the jacket. The flap shall be mitered consisting of two plies of basic material plus the interlining. The pleated patch pocket shall carry a reverse pleat in the center. The side opening shall measure approximately 5½" and be securely tacked at top and side bottom. Top pocket/flap openings shall be secured by concealed Velcro, with soft side on flap to minimize abrasion. There shall be two additional inside pockets on the left side, accessed through slots in liner, plus one pocket on the right side.

Yokes/Panels: There shall be two yokes across the upper front panels and one yoke across the upper back panel of shell fabric with a one and one half inch turn-up. Inside the turn-up shall be inner hanging flaps with Velcro to which can be connected detachable front and back I.D. panels. These turn-ups shall have additional Velcro which can attach to the front and back panels of the jacket when there are no I.D. panels connected, or to the edge of the inner hanging flaps when they have I.D. panels connected and are displayed down.

Badge Tab: A loose badge tab will be included in the jacket pocket, to be attached by the customer if needed.

Side Vents: Side vent zippers shall be sewn into each side seam, extending through the waistband, to allow access to weapon and equipment. The zipper shall be set to both the shell and permanent lining. The coat shall be turned and the zipper shall be top stitched through and through. A take up tab with elasticized snap fastener shall also be set into the hem, with an extra snap post to secure snap fastener when not in use.

Waistband: Separate shell fabric waistband shall be approximately 2" wide and elasticized in the back and side. There shall be a minimum of two rows of stitching extending through the elastic to prevent the elastic from rolling up and stretching out of shape. The elastic shall be securely tacked at each end. Elasticized snap tabs made from shell fabric shall be sewn into the bottom of the waistband for closure of the size tab.

SECTION E. (PART TWO)

Item # F-09

Jacket with Liner

Facings

and Fronts:

Inner facings shall run up the front edge of the jacket and below the neck area for the attachment of the liner. There must be an inner storm flap at the front behind the zipper all the way to the collar point for extra protection.

Zippers:

The front zipper shall be a black two-way, functional up to collar points. The top and bottom front and side zipper sliders shall be anodized black (not enamel).

Interlining:

The following parts shall be interlined for stability: collar, sleeve cuffs, pocket flaps, storm flap and fronts.

Seam

Stitching:

All stitching shall be even and uniform. All seams on the shell and liner shall be securely sewn. Back tacks on seams shall be a minimum of 1/2" inch long. All seams shall be eight stitches per inch minimum to twelve stitches per inch maximum. Seams shall be free from puckering, pleats, runoffs and raw edges.

Labeling:

Both the jacket and removable insulated liner shall be permanently labeled with the manufacturer, size and laundry instructions. Both the jacket and liner must be able to withstand repeated machine washing with no deterioration in stitching, color, water resistance and windproof.

UPC

Identification:

A printed UPC bar code tag must be attached to every garment so as to be visible in the package. The UPC bar code must identify style, color and size information so as to be incorporated into an inventory management system. Appropriate support documentation must be available to assist Agency in encoding UPC information.

Options:

Hood – The hood shall be constructed out of the same shell fabric and lining and as the jacket. Colors: black, navy and brown. It shall feature a heavy duty draw string closure at front edge. The bottom shall have a front closure with adjustable two position snap/dome fasteners, flat black finish.

The hood shall attach to the back of jacket collar with three snap/ dome fasteners.

SECTION E. (PART TWO)

Page 4 of 4

Item # F-09

Jacket with Liner

I.D. Panels – There will be three detachable I.D. panels, one for the back yoke and two for the front yokes. The detachable I.D. Panels shall measure approximately 7½" x 4" for each front panel and 16" x 6¼" for the back panel. All I.D. panels shall have Velcro going the full length of the top edge, which can connect to the Velcro on the inner hanging flaps, inside the turn-up of the front and back yokes.

Panels are available in black, navy, brown and hi-vis lime.

Limited Warranty: Manufacturer agrees to warrant the product to be free from defects in material and workmanship for a period of three years from date of purchase.

Code of Conduct:

All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be made available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.

(End of Item # F-09)

SECTION E. (PART TWO)

Item # F-14

Male EMS Trousers

MALE EMS TROUSER

Fabric: 65% Fortrel Polyester/35% vat dyed Combed Cotton two ply twill weave, weighing 7 oz. per square yard with 6-8% engineered filling stretch. Minimum construction: 92 warp x 56 filling yarns per square inch. Comfort-Touch finishing to be incorporated for increased comfort and hand of fabric. Must be permanently treated at the fiber level with Nano Pel technology for superior fluid resistance, fabric appearance and durability, while maintaining original fabric breathability. Color: Midnight navy.

Style: Shall be made on an ActiveCut pattern, having a plain front with quarter top front pockets, reinforced knees, two back pockets and two cargo pockets with utility pockets positioned on each leg outseam.

Pockets:

Front/Back: The front pocket opening will be a minimum 6½" and be 6" deep from the bottom of the opening. Pockets shall be stitched, turned, and re-stitched. The inside front pocket facing shall be a separate piece of self material finishing no less than 1-1/4" wide. The back pockets will have a minimum opening of 6" and be 6" deep. They shall be made with a Reese PW automatic machine and finished on the outside with an exposed top and bottom cord. Both pockets shall have a tab and button. The front pockets shall each have a straight bartack on top and a triangular bartack on bottom. Each back pocket shall be have a triangular bartack.

Side: There shall be a mitred cargo pocket sewn to each outside leg seam so that the pocket flap is centered 11½" below the bottom of the waistband. The pocket shall be constructed of shell fabric with the top edge bound with a 1" clean finished hem tape, stitched top and bottom. The pocket shall measure 8½" wide and 10½" long. There shall be a ¾" edgestitched bellows at the rear of the pocket. There shall be two ¾" inverted pleats centered on pockets 5¼" apart, with both sides of opening edgestitched.

The cargo pocket flap shall measure 8½" wide and 2½" deep and be made of two plies of shell fabric and one ply of interlining. The top edge of the flap shall be set ¾" above the pocket with its sides secured to the pocket with two soft velcro strips sewn to the inner ply of the flap and corresponding hard velcro strips sewn to the outside of pocket.

The right cargo pocket shall have a 5¼" wide x 6" long utility pocket sewn to the bottom of the cargo pocket between the pleats. There shall be a 1" hem at the top of the pocket and two rows of vertical stitching to make three 1¾" compartments. There shall be two 1" x 4½" straps set ¾" above the utility pocket, centered on the side compartments. These straps shall contain 2 female snaps centered on each strap end, beginning ¾" from the end, ¾" apart. The male snap shall be centered on the outside vertical compartment on the hem of the pocket.

SECTION E. (PART TWO)

Page 2 of 3

Item # F-14

Male EMS Trouser

The left cargo pocket shall have a 5¼" wide x 6¼" long utility pocket sewn to the bottom of the cargo pocket between the pleats. There shall be a 1" hem at the top of the pocket with hard Velcro strips sewn to the top of the pocket. There shall be a 5¼" wide x 2½" long flap sewn ¾" above the utility pocket, with the corresponding soft velcro strips.

Knee Reinforcements:

There shall be a piece of self material stitched top and bottom to the front of each leg 9¾" below the crotch, measuring 10" long and the width of the pant leg.

Pocketing: All pocketing shall be black 65% polyester/35% cotton with a minimum thread count to 68 X 54, the weight shall be 2.60 yards/lb.

Waistband: Must be of a ComfortGrip construction for superior comfort and performance. The curtain, attached with a rocap machine, shall be made of black cotton blended twill and shall have a ¾" wide smooth symmetrical silicone band. The waistband shall be 2" wide and shall be closed with a crush-proof hook and eye, the eye being bartacked for stability. Banrol stiffener, ¾" in width, shall be sewn into the waistband on the front of the trouser from side seam to side seam. The finished waistband shall be set on and shall be stitched below the lower edge through the outer fabric and the waistband curtain. No alternative waistband will be acceptable.

Inner Fly/Crotch:

The right fly and front crotch linings shall be the same fabric and color as the waistband curtain. There shall be a non-woven interlining sewn to the fly to give additional stability and strength to the fly. The right fly lining shall be sewn to the left fly below the zipper and continue centered on the join seam across the inseam and end 1" onto the backseam. A separate French fly made of the outer fabric shall be sewn to the inside right fly.

There shall be a triple strength crotch reinforcement to prevent seam failure in the crotch and inseam area. The crotch shall be secured with two rows of stitching. One row is to be on the inside of the trouser, then turned and an additional row to be sewn on the outside of trouser.

Zipper: The trousers shall be closed with a Talon size 42 brass zipper and have a brass bottom stop at the base of the zipper chain. A straight bartack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bartack located below the bottom zipper stop on the inside of the trouser. Additional zippers shall be sewn behind the side pocket flaps on each leg per specification.

SECTION E. (PART TWO)

Item # F-14

Male EMS Trouser

Belt Loops: There should be a 7 lined belt loops on all sizes. Each loop is to be 7/8" wide of double thickness, with stitching on a face side 3/4" from each edge. Except for the back loop which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap. They shall accommodate a 1 1/2" belt.

Creasing: The front and back crease in both trouser legs must be applied via a pneumatically controlled application of UltraCrease™ silicone sealant, specially formulated for technologically enhanced fabrics, so as to give permanency to the creases for the life of the garment.

Seaming: The entire trouser is to be seamed with Polyester core or 100% Polyester spun thread. The seat seam shall be stitched with a tandem needle seat seaming machine.

Labels: The trouser shall have a sewn-in label giving care instructions and an outside waistband label which shall be marked with lot number, size, fiber content, and cut number and UPC Identification. A permanent size label shall be sewn inside on the hip pocket.

Finishing &

Pressing: All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. There must be a Jetclip attached to the top fly of the finished trouser.

Code of Conduct:

All garments must be produced in acceptable non-sweatshop working conditions. Verification of acceptable working conditions will be made through a completed Code of Conduct document that must be made available to the department. This document should list the location of the manufacturing companies/facilities and address child labor, wage and benefits, overtime, forced labor, freedom of association, harassment or abuse, health and safety, hours of work, nondiscrimination, and no retaliation guidelines. Noncompliance of this clause is cause for rejection.

Finished Dimensions:

	Size/																		
Waist	28	29	30	31	32	33	34	35	36	37	38	40	42	44	46	48	50	52	54
Seat	38%	39%	40%	41%	42%	43	44	45	45%	46%	47%	49%	51%	53%	55%	57%	59	60%	62%
Rise	10	10%	10%	10%	10%	10%	10%	10%	11	11%	11%	11 1/2	11 1/2	12	12 1/2	12 1/2	12 1/2	13	13 1/2
Thigh	26%	26%	27	27%	27%	28%	28%	29%	29%	30	30.5	31%	32%	33%	34	34%	35%	36%	37%
Knee	19%	20	20%	20%	20%	21	21%	21%	21%	22	22%	22%	23%	23%	24%	24%	25%	25%	26%

(End of Item # F-14)