

# CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.  
**CM2707**

## CONTRACTOR INFORMATION

Name: P5 Productions

Address: 1875 S.14th Street, Ste C Fernandina Beach FL 32034

City State Zip

Contractor's Administrator Name: Loren Lum Title: \_\_\_\_\_

Tel#: (904) 321-1605 Fax: \_\_\_\_\_ Email: sales@p5pro.com

## CONTRACT INFORMATION

Contract Name: Nassau County Fire Rescue T-Shirts and Ball Caps Contract Value: Annual Est. \$12,000.00

Brief Description: Contract for T-Shirts and Ball Caps for Nassau County FR.

Contract Dates : From: Execution 8/9/19 to: 8/8/20 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other \_\_\_\_\_

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

### APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- |    |  |                        |   |
|----|--|------------------------|---|
| 1. | <u>[Signature]</u><br>Department Head Signature                  | <u>7-25-19</u><br>Date | <u>Fire Rescue</u><br>Submitting Department                                 |
| 2. | <u>[Signature]</u><br>Contract Management                        | <u>7/29/19</u><br>Date | <u>01261526-552050/04223522-552050</u><br>(50%) Funding Source/Acct # (50%) |
| 3. | <u>[Signature]</u><br>Office of Management & Budget              | <u>8/5/19</u><br>Date  |   |
| 4. | <u>[Signature]</u><br>County Attorney (approved as to form only) | <u>8/9/19</u><br>Date  |   |

*Jan 8/11/19*

Comments: \_\_\_\_\_

### COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 6/2/15  
Michael Mullin Date

### RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department  
Office of Management & Budget  
Contract Management  
Clerk Finance

**CONTRACT FOR  
NASSAU COUNTY FIRE RESCUE T-SHIRTS AND BALL CAPS**

THIS CONTRACT entered into this 9<sup>th</sup> day of August, 2019, 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**, located at 1875 S. 14<sup>th</sup> Street, Ste. C, Fernandina Beach, FL 32034, hereinafter referred to as "Vendor".

**WHEREAS**, Nassau County Fire Rescue, on behalf of the County, received written quotes for T-shirts and Ball Caps and has determined that the Vendor was the lowest, most responsive and responsible bidder for the bid items as set forth in Exhibit "A"; and

**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 T-Shirts and Ball Caps as further described in Attachment "A" attached hereto and made a part hereof. The materials 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 the 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 T-Shirts and Ball Caps shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the goods meet bid specifications and conditions. Should the goods differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the goods. Should a representative of the County agree to accept the goods on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the goods are provided as specified.

**SECTION 4. Inspection/Acceptance Title**

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

**SECTION 5. Firm Prices**

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

**SECTION 6. Fund Availability**

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

**SECTION 7. Permits/Licenses/Fees**

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

**SECTION 8. Taxes**

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

**SECTION 9. Laws Governing this Contract**

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

**SECTION 10. Changes**

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

**SECTION 11. Modifications**

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

**SECTION 12. Assignment & Subcontracting**

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

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

**SECTION 13. Severability**

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

**SECTION 14. Termination for Default**



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

**SECTION 15. Termination for Convenience**

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

**SECTION 16. Force Majeure**

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

**SECTION 17. Access and Audits**

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

**SECTION 18. Vendor Responsibilities**

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

**SECTION 19. Public Emergencies**

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and



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

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

This Contract shall begin on the date of execution of this contract and terminate twelve (12) months from the date of execution. 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 individual one (1) year increments not to exceed two (2) total. 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. Probationary Period**

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

**SECTION 22. Escalation Clause**

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

**SECTION 23. Supervision**

The Vendor shall act as an independent 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 24. Indemnification and Insurance**

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

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

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

**SECTION 25. Dispute Resolution**

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

If there is no satisfactory resolution as to the interpretation of the Contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida



Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

**SECTION 26. Public Records**

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

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the public agency.

d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the vendor keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon



request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**SECTION 27. Request For Records; Noncompliance**

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

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

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

**SECTION 28. Civil Action**

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

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

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

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

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

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

**SECTION 30. Entire Agreement**

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



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

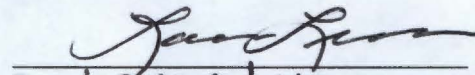
**BOARD OF COUNTY  
COMMISSIONERS  
NASSAU COUNTY, FLORIDA**



Michael Mullin, County Manager  
Its: Designee

Date: 8/9/14

**P5 Productions**



By: Loren Lum  
Its: \_\_\_\_\_

Date: 7/18/19

**Attachment "A"**

**Nassau County Fire Rescue T-Shirt and Ball Cap Request for Quotation and Specifications**

**Quotation-**

- Please provide a quote for 800ea of T-Shirts and 100ea of ball caps. See specs below.
- When quoting please provide any associated cost such as; formatting, embroidery, or any other associated cost.
- Multiple ranks and colors will be ordered. Ranks and color specs listed in specification section.
- Please include quoted price for both standard and tall sizes

**Specifications**

**-T-Shirts**

- \* Shirts will be Port & Company Core Blended Pocket Tees, #PC55P and #PC55PT
- \* Deep Navy Color
- \* Gold lettering for the following ranks:
  - Fire Chief
  - Assistant Chief
  - Battalion Chief
  - Captain
  - Lieutenant
- \* White lettering for the following ranks:
  - Engineer
  - Firefighter
  - Fire Inspector
  - Tactical Support
  - No rank
- \* Department logo on right chest, Pocket on left chest.
  - Department logo 3 inches wide and 4 inches tall with rank above logo
  - Picture attached for reference
- \* Back of shirt will say "Nassau County Fire Rescue" with striping underneath.
  - rank or title under striping



- 7.5 inches tall by 12 inches wide
- centered on shirt, 4 inches below collar line
- pictures attached for reference and format in picture should be followed

\* quantity and size per rank will be established when placing order

- Ball caps

\* Port Authority Flex Fit, #C812

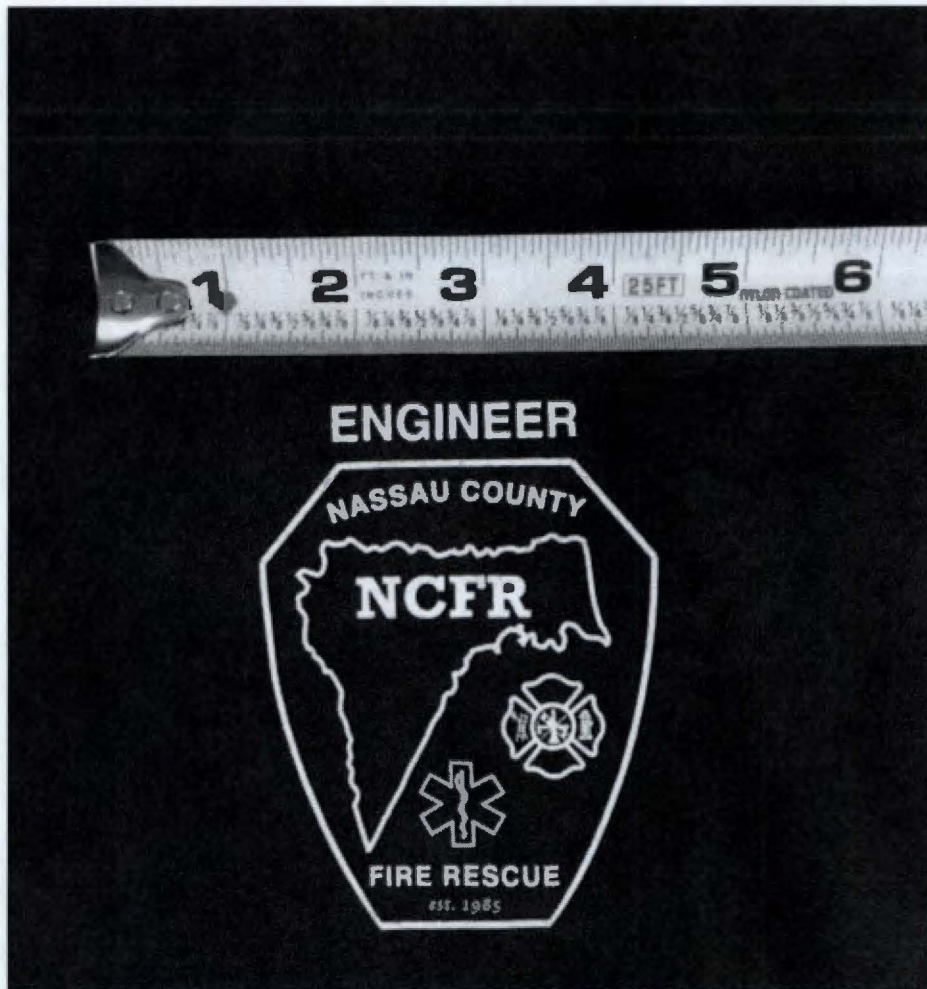
\* True Navy color for front and mesh back

\* "NCFR" embroidered in silver lettering

- Center on front of ball cap

- Letters 1.5 inches tall

\* Sizes will be 50ea SM-Med and 50ea LG-XL



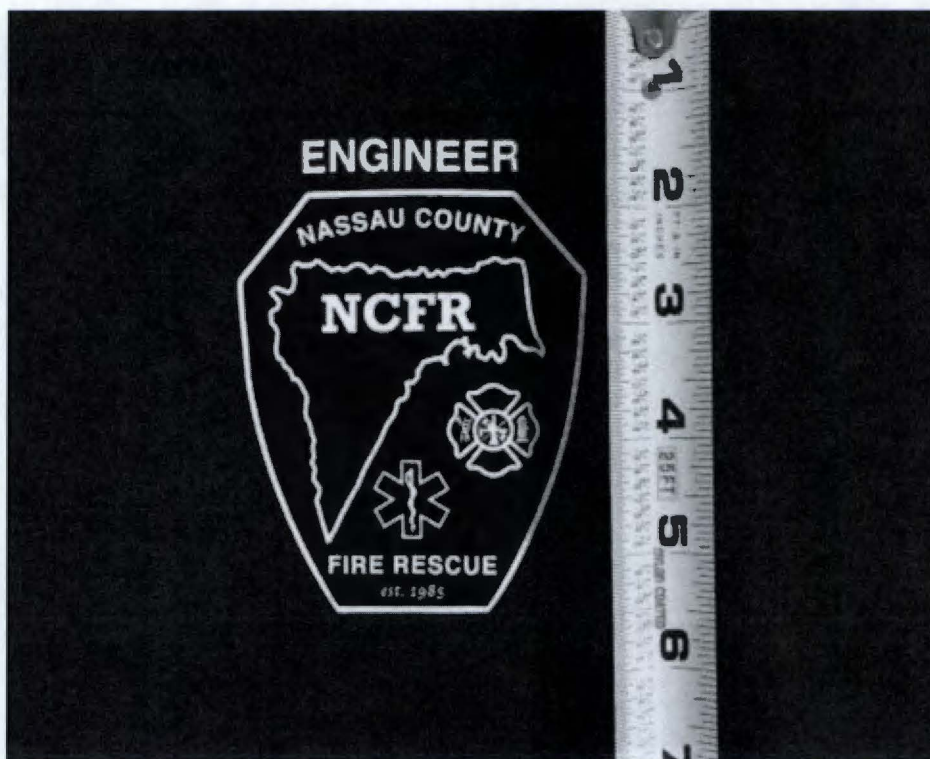






Exhibit "A"

				P5 Productions**	
Item No.	Pay Item Description	Units	QTY	Cost Per Unit	Total Cost
1	<b>T-Shirts- Standard</b>	EA	800	\$8.75	\$7,000.00
	2X Addl Charge	EA		\$2.50	
	3X Addl Charge	EA		\$2.50	
	4X Addl Charge	EA		\$3.25	
1	<b>T-Shirts- Tall</b>	EA		\$9.50	
	2X Addl Charge	EA		\$2.50	
	3X Addl Charge	EA		\$2.50	
2	<b>Ball Caps</b>	EA	100	\$10.50	\$1,050.00
	<b>Delivery/Shipping</b>	EA		\$0.00	\$0.00

\*\* No Shipping Charges, set up fees and no film or screen charges; Local Vendor;



Hello Robert,  
Here is our program quote and details.

#### T-Shirts

Seasonal Commitment Program Now thru 12/31/19. NCFR initial order can be 30-50% of the total commitment.

All Reorders will be invoiced at the "contract quote price". Reorder Min qty is 24 pcs Asst. Sizes. Terms: Net 30

This allows you to order what sizes you need when you need them.

- Qty: 800 pcs (Seasonal Commitment)
- Screen Printing: 1 Color, 2 Locations – Left Chest (3"x4") and Full Back (12" x 7.5" ht)  
NOTE: White Print (4 Different Titles/Ranks) w/ Change to Yellow/Gold PMS 1235 Print (5 Different Titles/Ranks)  
As Specified.
- Port & Company, 50/50 Cotton Poly Blend, Pocket Short Sleeve T-Shirts, UNISEX
  - Navy Shirt Color (the Deep Navy color in not available in the PC55 series)
- Quote:
  - PC55P Reg. Short Sleeve Pocket - \$8.75 ea. (sm thru xl, 2x/3x is add'l \$2.50, 4x is \$3.25 add'l)
  - PC55PT Tall Short Sleeve Pocket - \$9.50 ea. (Lrg Tall & XL Tall, 2 XLT/3 XLT is add'l \$2.50 ea.)

Embroidered Caps – Port Authority Flex Fit, #C812 in True Navy/ True Navy

- 1 Location Front, NCFR bold block font letters in Silver, 1.5" ht letters
  - Sizes: S/M & L/xL
- Qty: 100 Pc Seasonal Commitment (same as t-shirts)
- Quote: \$10.50 ea.  
Initial Order – 30-40% of total commitment  
Reorders: same price as contract quote, Min Qty: 12 pcs

There are NO further set up fees, no film or screen charges, no shipping charges.  
Terms: Net 30

Thank you for the opportunity!

Look forward to hearing from your soon,

Thank You,

Loren Lum  
P5 Productions  
1875 S. 14th Street, Ste C  
Fernandina Beach, FL 32034  
Ph: 904-321-1605

**Exhibit "B"****GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS****COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

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

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

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

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

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

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

**Part Two** – Employer's Liability Insurance

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

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

**AUTOMOBILE LIABILITY INSURANCE**

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

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

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

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



Supplier/Vendor shall require each of his Sub-Supplier/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Supplier/Vendors insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Supplier/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Supplier/Vendor, in which event, Supplier/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall

have the right to back-charge Supplier/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Supplier/Vendors coverage based on the evidence of insurance provided by the Supplier/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Supplier/Vendor's obligation to procure, maintain and pay for required insurance.

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

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

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