

CS-22-129

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM3336

GENERAL INFORMATION

Requesting Department: FIRE RESCUE

Contact Person: SCOTT TITTLE

Telephone: 530-6606 Fax: () Email: TTITTLE@NASSAUCOUNTYFL.COM

CONTRACTOR INFORMATION

Name: FIREFLOW.LLC

Address: 500 CAMPUS DRIVE SUITE C MOUNT HOLLY NJ 08060
City State Zip

Contractor's Administrator Name: Mark LaGreco Title: President

Telephone: 609-667-7222 Fax: (609) 667-7660 Email: m.lagreco@fireflowservices.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Mark LeGreco

Authorized Signatory Email: m.lagreco@fireflowservices.com

CONTRACT INFORMATION

Contract Name: Fire pump, ground ladder, aerial ladder testing

Description: Testing on fire pumps, ground ladders and aerial ladder
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$17,150.00
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other _____ Account: 04223522-546000

Authorized Signatory: Taco Pope

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: One year from date of execution Termination/Cancellation:

Status: New Renew Amend# WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

- 1. *[Signature]* 2/17/2023
Department Head/Contract Manager Date
- 2. *[Signature]* 2/21/2023
Procurement Date
- 3. *[Signature]* 2/18/2023
Office of Mgmt & Budget Date
- 4. *[Signature]* 2/27/2023 *aj* 2/27/2023
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

- 5. *[Signature]* 2/27/2023
County Manager Date

CONTRACT FOR PROFESSIONAL SERVICES FOR NASSAU COUNTY, FLORIDA

THIS CONTRACT made and entered into on _____, by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as "County", and **FIREFLOW SERVICES, LLC**, located at 500 CAMPUS DRIVE, STE C, MOUNT HOLLY, NJ 08060, hereinafter referred to as "Vendor":

WHEREAS County desires to obtain professional services to annually test fire pumps, ground ladders, and aerial ladder. Said services are more fully described in the quote, attached hereto, and incorporated herein as Exhibit "A"; and

WHEREAS Vendor desires to render certain professional services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, County, in accordance with the requirements of law and County policy and based upon Vendor's assurance that it has the qualifications, staff, experience and resources, County has determined that it would be in the best interest of Nassau County to award a contract to Vendor for the rendering of those services described in Exhibit "A".

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 - EMPLOYMENT OF Vendor

County hereby agrees to engage Vendor, and Vendor hereby agrees to perform the services set forth in Exhibit "A".

ARTICLE 2 - SCOPE OF SERVICES

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2.1 Vendor shall provide professional services in accordance with Exhibit "A".

2.2 Services requested by County or County's representative that are in addition to Exhibit "A" will be considered additional services and reviewed, at that time for additional fees. Any additional services shall be mutually agreed upon and provided in writing.

ARTICLE 3 - COUNTY'S RESPONSIBILITY

Except as provided in Exhibit "A", County shall provide Vendor with all required data, information, and services regarding the requirements and objectives for the services under this Contract. Vendor shall rely upon the accuracy and completeness of any information, reports, data supplied by County or others authorized by County.

County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Vendor's services. County hereby designates the Fire Chief, or his designee, to act on County's behalf with respect to the Exhibit "A". The Fire Chief, or his designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Vendor's services.

ARTICLE 4 - TERM OF CONTRACT

The term of this Contract shall begin upon full execution of this Contract by all parties and terminate one year thereafter. The term of this Contract may be extended upon mutual written agreement between both parties. Any extension of the term under this Contract shall be in one (1) year increments, unless otherwise agreed to by the parties, and shall be in County's best interest and sole discretion. Any agreement,

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amendment or modification to the term of the Contract shall be subject to fund availability and mutual written agreement between County and Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis only and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

ARTICLE 5 - COMPENSATION

5.1 Vendor shall be compensated \$17,150.00, in accordance with Exhibit "A".

5.2 Vendor shall prepare and submit to the Fire Chief, for approval, an invoice for the services rendered, with a copy provided to invoices@nassaucountyfl.com. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. County reserves the right to withhold payment to Vendor for failure to perform the work in accordance with the provisions of this Contract, and County shall promptly notify Vendor in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. Vendor will have thirty (30) days to cure any failure upon written notice.

5.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

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5.4 Final Invoice: In order for both parties herein to close their books and records, Vendor will clearly state "Final Invoice" on Vendor's final/last billing to County. This indicates that all services have been performed and all charges and costs have been invoiced to County and that there is no further work to be performed on the specific project.

ARTICLE 6 – EXPENSES

Vendor shall be responsible for all expenses incurred while performing the services, unless otherwise detailed in Exhibit "A". This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor's agents, if any, hired by Vendor to complete the work under this Contract.

ARTICLE 7 - STANDARD OF CARE

Vendor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. At County's sole discretion, Vendor shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

The documents which comprise this Contract between County and Vendor are attached hereto and made a part hereof and consist of the following:

- 8.1** This Contract; and
- 8.2** The quote attached hereto as Exhibit "A"; and

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8.3 *Certificate of Liability Insurance* attached hereto as Exhibit "B"; and

8.4 Any work authorizations, written amendments, modifications or addenda to this Contract.

ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Contract, Vendor agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 10 – TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Vendor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Vendor represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 11 - INDEMNIFICATION

Vendor shall indemnify and hold harmless County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and other persons employed or utilized by the Vendor, in the performance of the Contract.

ARTICLE 12 - INDEPENDENT Vendor

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Vendor 12.1 Vendor undertakes performance of the services as an independent Vendor under this Contract and shall be wholly responsible for the methods of performance. County shall have no right to supervise the methods used, but County shall have the right to observe such performance. Vendor shall work closely with County in performing services under this Contract.

12.2 This Contract shall not render Vendor or any of Vendor's agents an employee, partner, agent of, or joint venturer with County for any purpose. Vendor is and will remain an independent Vendor in its relationship to County and Vendor's agents are not and will not become Company's employees. County shall not be responsible for withholding taxes with respect to Vendor's compensation hereunder. County shall report all payments made to Vendor on a calendar year basis using IRS Form 1099, if required by law. Vendor agrees to report all such payments to the appropriate federal, state and local taxing authorities. County shall not and shall have no obligation to: (a)(i) withhold FICA (Social Security and Medicare taxes) from Vendor's payments or make FICA payments on Vendor's or Vendor's agent's behalf, (ii) make state or federal unemployment compensation contributions or payments on Vendor's or Vendor's agent's behalf, or (iii) withhold state or federal income tax from Vendor's payments; or (b) obtain workers' compensation insurance or any other insurance coverage of any kind on behalf of Vendor or Vendor's agents. If Vendor hires employees to perform any work under this Contract, Vendor shall cover them with worker's compensation insurance and provide County with a certificate of workers' compensation insurance before the employees begin the work. Neither Vendor nor Vendor's agents are eligible to participate in any employee health, vacation pay, sick

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pay, or other fringe benefit plan of County. If any government agency or court determines that Vendor should be reclassified as an employee, Vendor hereby waives any right to County benefits and acknowledges and understands that such reclassification shall not entitle Vendor to any benefits offered to County's employees. Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

ARTICLE 13 – EXTENT OF CONTRACT

13.1 This Contract represents the entire and integrated agreement between County and Vendor and supersedes all prior negotiations, representations, or agreement, either written or oral.

13.2 This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the services, Vendor will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 15 - INSURANCE

Vendor shall maintain such commercial or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in

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Exhibit "B" and as is appropriate for the services being performed hereunder by Vendor, its employees or agents.

ARTICLE 16 – ACCESS TO PREMISES

County shall be responsible for providing access to all project sites (if required), and for providing project-specific information.

ARTICLE 17 - TERMINATION OF CONTRACT

17.1 Termination for Convenience: This Contract may be terminated by County for convenience, upon thirty (30) days of written notice to Vendor. In such event, Vendor shall be paid its compensation for services performed prior to the termination date. In the event that Vendor abandons this Contract or causes it to be terminated, Vendor is liable to County for all loss pertaining to this termination. Vendor shall promptly contact County to make arrangements to render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

17.2 Default by Vendor: In addition to all other remedies available to County, County may terminate this Contract for cause should Vendor neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination, County shall provide written notice of the specific conditions warranting default, and County shall allow thirty (30) days for Vendor to cure. Upon receipt of the written notice of termination, Vendor shall immediately render to County all property belonging to County, including but not limited to, equipment, books, records, etc.

ARTICLE 18 - NONDISCLOSURE OF PROPRIETARY INFORMATION

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Vendor shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from Vendor 's performance of the services to be proprietary unless such information is available from public sources. Vendor shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 19 – UNCONTROLLABLE FORCES

19.1 Neither County nor Vendor shall be considered to be in default of this Contract if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “uncontrollable forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

19.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Contract.

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19.3 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay Vendor believes is excusable under this paragraph, Vendor shall notify County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against County. Vendor shall not be entitled to an increase in the Contract price or payment of any kind from County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause described in this paragraph, after the causes have ceased to exist, Vendor shall perform at no increased cost, unless County determines in its sole discretion, that the delay will significantly impair the value of the Contract to County, in which case, County may do any or all of the following: (1) accept allocated performance or deliveries from

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Vendor, provided that Vendor grants preferential treatment to County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

ARTICLE 20 - GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Florida. All legal action necessary to enforce the Contract will be held in Nassau County, Florida.

ARTICLE 21 - MISCELLANEOUS

21.1 Non-waiver: A waiver by either County or Vendor of any breach of this Contract shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

21.2 Severability: Any provision in this Contract that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

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21.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. **IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that Vendor is providing services to County, and pursuant to section 119.0701, Florida Statutes, 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 agreement term and following completion of the Contract if 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 Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the

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public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract, 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.

e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Vendor maintaining the public records, then Nassau County shall immediately notify Vendor of the request for records. Vendor must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Vendor does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Vendor which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

21.4 The provisions of this section shall not prevent the entire Contract from being void should a provision, which is of the essence of the Contract, be determined to be void.

ARTICLE 22 – EMPLOYMENT ELIGIBILITY

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Vendor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Vendor during the term of this Contract to work in Florida. Additionally, if Vendor uses subcontractors to perform any portion of the work (under this Contract), Vendor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Vendor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to County or other authorized entity consistent with the terms of Vendor's enrollment in the program. This includes maintaining a copy of proof of Vendor and subcontractors' enrollment in the E-Verify program. If Vendor enters a contract with a subcontractor, the subcontractor must provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit for the duration of the Contract.

Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and County may treat a failure to comply as a material breach of the Contract. If County terminates the Contract pursuant to F.S. 448.095(2)(c), may Vendor not be awarded a public contract for at least one (1) year after the date on which

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the contract was terminated and Vendor is liable for any additional costs incurred by County as a result of the termination of this Contract.

ARTICLE 23 - SUCCESSORS AND ASSIGNS

County and Vendor each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Contract and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 24 - CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 25 - OWNERSHIP OF DOCUMENTS

Vendor shall be required to work in harmony with other Vendor's relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by County.

ARTICLE 26 - FUNDING

This Contract shall remain in full force and effect only as long as the expenditures provided for in the Contract have been appropriated by the Nassau

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County Board of County Commissioners in the annual budget for each fiscal year of this Contract and is subject to termination based on lack of funding.

ARTICLE 27 - NOTICE

27.1 Whenever either party desires or is required under this Contract to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY:

Brady Rigdon
Fire Chief
96160 Nassau Place, Yulee, FL 32097
904-530-6600
Brady.rigdon@nassaucountyfl.com

VENDOR:

Mark LaGreco
FireFlow, LLC
500 Campus Drive, Ste C, Mount Holly, NJ 08060
609-6677222
www.fireflowservices.com

27.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

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27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Vendor and County.

ARTICLE 28 - DISPUTE RESOLUTION

28.1 County may utilize this section, at their discretion, as to disputes regarding contract interpretation. County may send a written communication to Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth 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 Vendor. Vendor should have a representative, at the meeting that can render a decision on behalf of Vendor.

28.2 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 County and the cost of mediation shall be borne by Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution.

ARTICLE 29 – ASSIGNMENT & SUBCONTRACTING

In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Vendor must ensure, and provide assurances to the County upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor must provide the County with the names of any

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subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, will defend the County against such claims.

The Vendor agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with F.S. 287.0585, unless otherwise stated in the contract between the Vendor and subcontractor. The Vendor's failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Vendor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP

Taco E. Pope, AICP, County Manager
Its: Designee

2/27/2023

Date:

Approved as to form and legality by the
Nassau County Attorney

Denise C. May

DENISE C. MAY

FireFlow Services, LLC

Mark LaGreco

By: Mike LaGreco

Its: President

Date: 2/27/2023

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EXHIBIT "A"

FireFlow Services Inc.
 500 Campus Drive Suite C
 Mount Holly, NJ 08060
 +1 6096677222
<http://www.fireflowservices.com>



ADDRESS

Nassau County Fire Rescue
 96160 Nassau Place
 Yulee, FL 32097

QUOTE # 4215

DATE 01/24/2023
EXPIRATION DATE 06/01/2023

Fire Pump Testing	18	550.00	9,900.00
Annually Fire Pump Testing			
Perform on site pump testing per NFPA 1911			
Ground Ladder Testing	50	85.00	4,250.00
Annually Ground Testing per Perform NFPA 1932			
Ground Ladder Test-Price is PER LADDER			
Special Note	1	0.00	0.00
*** IF NEED TO BE REPLACE ***			
PRICE: \$ 3.00 per sticker			
Heat sensor stickers for Ground Ladder per NFPA			
Required:			
* 4 Heat Sensor stickers for Main Section and Fly Section.			
Aerial Ladder Testing	1	1,500.00	1,500.00
Annually Aerial Test			
Aerial test will consist of:			
Visual Inspection of Aerial Device			
Operational Test of Aerial Device			
Functional Test of Aerial Device			
Test will be performed by Aerial Test Company			
Fuel Surcharge - Pump Division	2,000	0.75	1,500.00
Fuel surcharge - Price per miles (Round Trip)			

If you need an Aerial Test please contact our Sub-Contractor Aerial Testing Company to receive FireFlow customer pricing.
 ATC - (800) 237-1197

TOTAL

\$17,150.00

Accepted By

Accepted Date

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[Mark LaGreco](#) 

My Company Account

My Company Profile

Company Information

Company Name

FireFlow Services

Doing Business As (DBA) Name

FireFlow Services

Company ID

2070696

Enrollment Date

Jan 30, 2023

Employer Identification Number (EIN)

320419872

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

131 Mermaid Drive
Stafford, NJ 08050

Mailing Address

500 Campus Drive
Suite C
Mount Holly, NJ 08060

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

Certificate Of Completion

Envelope Id: D442FE65EF674F1682D3503719A5AD68	Status: Completed
Subject: Please DocuSign: CM3336 - FIREFLOW, LLC - PUMP & LADDER TESTING - \$17,150.00	
Source Envelope:	
Document Pages: 26	Signatures: 11
Certificate Pages: 6	Initials: 39
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Scott Tittle
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	ttittle@nassaucountyfl.com
	IP Address: 50.238.237.26

Record Tracking

Status: Original	Holder: Scott Tittle	Location: DocuSign
2/17/2023 3:07:09 PM	ttittle@nassaucountyfl.com	

Signer Events

Signature	Timestamp
Brady Rigdon brigdon@nassaucountyfl.com Fire Chief Nassau County Fire-Rescue Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 50.238.237.26
	Sent: 2/17/2023 3:17:34 PM Viewed: 2/17/2023 4:57:48 PM Signed: 2/17/2023 4:58:15 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 2/17/2023 4:58:22 PM Viewed: 2/18/2023 4:37:09 PM Signed: 2/18/2023 4:37:20 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.239.84.79 Signed using mobile	Sent: 2/18/2023 4:37:25 PM Viewed: 2/21/2023 11:49:44 AM Signed: 2/21/2023 11:49:55 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 2/21/2023 11:50:00 AM Viewed: 2/27/2023 8:17:26 AM Signed: 2/27/2023 8:17:50 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Mark Lagreco
 m.lagreco@fireflowservices.com
 President
 Fireflow Services
 Security Level: Email, Account Authentication (None)

Mark Lagreco
 Signature Adoption: Pre-selected Style
 Using IP Address: 73.112.162.56

Sent: 2/27/2023 8:17:55 AM
 Viewed: 2/27/2023 8:38:09 AM
 Signed: 2/27/2023 8:45:47 AM

Electronic Record and Signature Disclosure:
 Accepted: 2/27/2023 8:38:09 AM
 ID: 7b205228-a765-4d80-a821-c00d317406a8

Denise C. May
 dmay@nassaucountyfl.com
 Assistant County Attorney
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)

Denise C. May
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 2/27/2023 8:45:52 AM
 Viewed: 2/27/2023 10:09:48 AM
 Signed: 2/27/2023 10:10:03 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Taco E. Pope, AICP
 tpope@nassaucountyfl.com
 County Manager
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)

Taco E. Pope AICP
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 2/27/2023 10:10:07 AM
 Viewed: 2/27/2023 10:19:12 AM
 Signed: 2/27/2023 10:19:36 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Clerk Admin
 clerkservices@nassaucountyfl.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/27/2023 10:19:41 AM
 Viewed: 2/27/2023 3:26:42 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Procurement Staff
 BOCCProcurement@nassaucountyfl.com
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/27/2023 10:19:44 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Constance Holmes cholmes@nassaucountyfl.com Fire Administration Nassau County Fire-Rescue Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/27/2023 10:19:47 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/17/2023 3:17:34 PM
Envelope Updated	Security Checked	2/17/2023 3:20:54 PM
Envelope Updated	Security Checked	2/17/2023 3:20:54 PM
Certified Delivered	Security Checked	2/27/2023 10:19:12 AM
Signing Complete	Security Checked	2/27/2023 10:19:36 AM
Completed	Security Checked	2/27/2023 10:19:47 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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