

Contract Tracking No. CM 3270
CM 3239
CS-22-042

PIGGYBACK AGREEMENT
PURSUANT TO NASSAU COUNTY PURCHASING POLICY

Piggyback Contract Information

Contract Name/Description: Ambulances & other Equipment
Lead Contracting Agency: Florida Sheriff Association Cooperative Purchasing Program
Contract No.: FSA20-VEF14.01
Vendor/Awardee: Ten-8 Fire and Safety, LLC
Original Award/Contract Date: Awarded: 05/01/2020 ; Date of Contract: 05/01/2020
Original Term: **Start:** 05/01/2020 ; **End:** 03/31/2023
Modification No. _____ : **Start:** _____ ; **End:** _____
Modification No. _____ : **Start:** _____ ; **End:** _____
Modification No. _____ : **Start:** _____ ; **End:** _____

THIS AGREEMENT, made and entered into by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, hereinafter called “County” and **TEN-8 FIRE AND SAFETY, LLC**, hereinafter called “Vendor”.

WHEREAS, upon completion of a formal competitive solicitation and selection process, Florida Sheriff Association Cooperative Purchasing Program entered into an agreement, hereinafter referred to as “Piggyback Agreement”, with Vendor to provide goods and services; and

WHEREAS, Section 1-141(d)(3) of the Nassau County Code of Ordinances, Purchasing Policy, allows piggybacking for the same commodity or service; and

WHEREAS, County desires to contract with Vendor under the terms of the Piggyback Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Vendor shall honor for County the same prices under the same terms and conditions as indicated in the Piggyback Agreement, attached hereto as Attachment “A” incorporated by reference as if fully set forth herein. Additional terms or conditions whether submitted purposely or inadvertently, shall have no force or effect.

2. Notwithstanding any other provision of the Piggyback Agreement to the contrary:
 - i. The term of this agreement shall begin upon the date fully executed and end 03/31/2023 .

RD

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6100, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, 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 Agreement if Vendor does not transfer the records to the public agency.
 - d. Upon completion of the Agreement, 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 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 Agreement, 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 Agreement. 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.

- 4. Notices: All notices to County under this Agreement shall be deemed served if sent in a manner requiring signed receipt of delivery, such as Federal Express, or if mailed, Registered or Certified Mail, return receipt requested as follows:

Point of Contact: BRADY RIGDON
 Address: 96160 NASSAU PLACE
YULEE, FL 320907
 Telephone Number: 904-530-6600
 E-mail Address: brigdon@nassaucountyfl.com

- 5. All references to the Lead Contracting Agency shall for the purposes of this Agreement be replaced with the words of "Nassau County."

RD

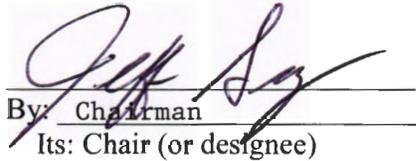
CM 3270

Contract Tracking No. CM 3239

- 6. This Agreement is subject to the availability of County funding for each item and obligation and may be terminated without liability, penalty or further obligation other than payment of fees then due and owing.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

TEN-8 FIRE & SAFETY, LLC

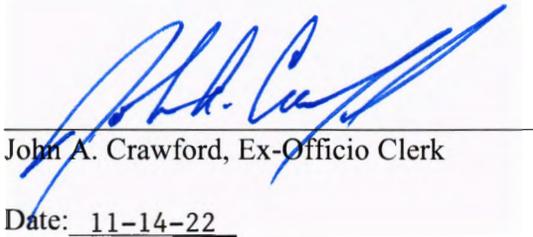

 By: Chairman
 Its: Chair (or designee)

11-14-22
Date

Richard Downer 10/21/2022
 By: Richard Downer Date
 Its: Manager
 Address: 2904 59th Ave. Dr. E.
Bradenton, Florida 34203

ATTEST TO CHAIR'S SIGNATURE

Approved as to form by County Attorney


 John A. Crawford, Ex-Officio Clerk
 Date: 11-14-22

Denise C. May
 Denise C. May, County Attorney
 Date: 10/14/2022

FY22-23

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM3239
CM3270

GENERAL INFORMATION

Requesting Department: Fire Rescue

Contact Person: Carolyn Kittle

Telephone: 904-530-6600 Fax: () Email: _____

CONTRACTOR INFORMATION

Name: Ten-8 Fire & Safety, LLC.

Address: 2904 59th Avenue Drive E. Bradenton FL 34203
City State Zip

Contractor's Administrator Name: Eric Wilcox Title: Sales Representative

Telephone: (419) 615-8839 Fax: () Email: ewilcox@ten8fire.com

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

Authorized Signatory Name: Richard Downer

Authorized Signatory Email: debouwe.r@ten8fire.com

CONTRACT INFORMATION

Contract Name: PIGGYBACK AGREEMENT

Description: Piggyback Agreement for Ambulances & Other Equipment
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$ 324,265.00 FY22-23
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other _____ Account: 01261526-564002FRP

Authorized Signatory: Jeff Gray, Chair
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: execution to: 3/31/2023 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:

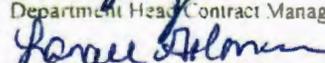
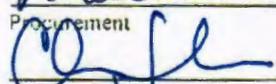
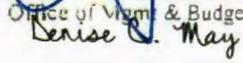
Contract #: _____ Increased Amount to Existing Contract: _____

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

Continued on next page

CHECKLIST		
<i>Please 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.  9.21.22
Department Head/Contract Manager Date
2.  9.21.22
Procurement Date
3.  9.22.22 *JP 9/21/22*
Office of Mgmt & Budget Date
4.  10/14/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 10/14/2022
County Manager Date



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
96135 Nassau Place, Suite 1
Yulee, Florida 32097

John F. Martin
Aaron C. Bell
Jeff Gray
Thomas R. Ford
Klynt A. Farmer

Dist. No. 1 Fernandina Beach
Dist. No. 2 Amelia Island/Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Bryceville/Hilliard
Dist. No. 5 Callahan/West Yulee

TACO E. POPE, AICP
County Manager

JOHN A. CRAWFORD
Ex-Officio Clerk

DENISE C. MAY
County Attorney

July 25, 2022

Mr. Eric Wilcox
Ten-8 Fire Equipment, Inc.
2904 59th Ave Drive E.
Bradenton, FL 34203

Dear Mr. Wilcox,

Please accept this letter as our intent to move forward with the purchase of three (3) Braun Chief XL Rescues on Ford F550 4x2 gas chassis under the Florida Sheriff's Association contract and your proposal #5772-2. Terms will be payment upon delivery to our location. It is our understanding that this letter is necessary to lock in pricing prior to a rate increase and reserve our spot for manufacturing.

Nothing in this letter is to be construed as legally binding or a commitment of funds at this time. Rather, this letter is to just confirm our intent to purchase the apparatus from Ten-8 Fire Equipment, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Gray".

Jeff Gray
Chairman, Board of County Commissioners

RE: Braun rescue proposal

Cindy Wood <cwood@nassaucountyfl.com>

Tue 8/16/2022 2:52 PM

To: Carolyn Kittle <ckittle@nassaucountyfl.com>

Cc: Chris Lacambra <clacambra@nassaucountyfl.com>;mpotochnik@nassauclerk.com
<mpotochnik@nassauclerk.com>;Sue Boria <sboria@nassauclerk.com>;Megan Sawyer
<msawyer@nassaucountyfl.com>

 2 attachments (151 KB)

One Unit to be Purchased in FY22-23.pdf; Two Units to be Purchased in FY23-24.pdf;

Hi Carolyn!

Attached please find the budget information we discussed for including with your requisitions.

FY22/23

Budget for one unit in FY22/23 is established in **01261526-564002 FRP**.

A verbal PO number can be issued if needed prior to October 1st; otherwise, a PO can be issued & printed on/after October 1, 2022.

FY23/24

Funding account for the remaining two units will be **01261526-564002 FRP** for FY23/24, but cannot be established, as we budget a single year at the time. Funding is available to be transferred into 01261526-564002 FRP from emergency reserves (01999599-599090 EMRGD) should costs arise prior to FY23/24.

Per your conversation with the vendor, a verbal PO number is acceptable for the outlying FY23/24 purchase. No printed PO necessary until October 1, 2023.

Chris and I discussed the situation with Mary yesterday, so I have copied her to correct me if I've confused anything!

Thanks!

Cindy Wood

Senior Financial Management & Budget Coordinator

Nassau County Board of County Commissioners

Office of Management & Budget

96135 Nassau Place Suite 2

Yulee, FL 32097

(904)530-6010

BOARD OF COMMISSIONERS



NEXT YEAR / CURRENT YEAR BUDGET ANALYSIS

FY 22-23

PROJECTION: 20231 2022/2023 BUDGET FOR PERIOD 2023

ACCOUNTS FOR:		2021	2022	2022	2022	2022	PCT
GENERAL FUND		ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	CHANGE
01261526	564002 FRP EQ50000 OG	582,165.62	933,290.00	933,290.00	752,520.64	933,290.00	419,000.00 -55.1%
GRAND TOTAL		582,165.62	933,290.00	933,290.00	752,520.64	933,290.00	419,000.00 -55.1%

** END OF REPORT - Generated by Cindy C wood **

FY22/23 Fleet Requests - Revised 5.27.22

		New		FRP		Notes:	
		001 Fund					
Venrac Mower	F/M	\$	50,000		01075572-564001	New	
Trailer	F/M	\$	8,500		01075572-564001	New	
Roll-Off Truck (used/backup)	Solid Waste	\$	150,000		01369534-564002	New (funding)	
Utility vehicle	F/M			\$	15,000	01075572-399100 FRP 01075572-564001 FRP	FRP Replacement TBD
Rescue Unit	Rescue			\$	350,000	01261526-399100 FRP 01261526-564002 FRP	FRP Replacement TBD
Addtl funds needed for 20-21 FRP order	Library			\$	10,000	01711571-399100 FRP 01711571-564001 FRP	FRP 20-21 Van order not accepted by vendor/to be ordered in FY22/23
Tact 1 Unit	Rescue			\$	69,000	01261526-399100 FRP 01261526-564002 FRP	FRP Replacement TBD
		\$	208,500	\$	444,000		

		103 Fund					
Skid Steer Planer Attachment	Road	\$	24,450		03404541-564001	New	
Double Drum Roller	Road	\$	17,275		03404541-564001	New	
6-Way Dozer Blade	Road	\$	8,850		03404541-564001	New	
Equipment Trailer	Road	\$	9,250		03404541-564001	New	
F750 Crew Truck	Road					FRP	Replacement of R&B806 to be replaced in FY23-24
Chevy Silverado	Road			\$	55,000	03406541-399100 FRP 03406541-564002 FRP	FRP Replacement of R&B005
Chevrolet Silverado	Engineering					FRP	Replacement for ENG133 5 or 6 year replacement
Grader	Road			\$	195,000	03404541-399100 FRP 03404541-564002 FRP	FRP Replacement TBD
Large Escavator	Road			\$	300,000	03404541-399100 FRP 03404541-564002 FRP	FRP Replacement TBD
Semi-Tractor Truck	Road			\$	120,000	03404541-399100 FRP 03404541-564002 FRP	FRP Replacement of R&B601
		\$	59,825	\$	870,000		

		104 Fund					
Tanker Truck	F/R	\$	402,000		04223522-564002	New	
Engine Pumper	F/R				835,000	04223522-399100 FRP 04223522-564002 FRP	FRP Replacement TBD
Mower	F/R			\$	5,500	04223522-399100 FRP 04223522-564001 FRP	FRP Replacement of Station 20 Unit
Chevrolet Silverado	Dev. Svcs					FRP	Replacement for ENG133 5 or 6 year replacement
		\$	402,000	\$	840,500		

		145 Fund					
Ford Escape or Jeep Compass Sport	Bldg Dept.			\$	26,000	45245524-564001 FRP	FRP Replacement for BDO266 5 or 6 year replacement
Chevrolet Silverado	Bldg Dept.			\$	40,000	45245524-564001 FRP	FRP Replacement for BDO267 5 or 6 year replacement
		\$	-	\$	66,000		

Fleet Surplus vehicles (Dept Requests)							
TBD	Tech Svc	NA	NA			Surplus	Replace FLT/ITS 111
TBD	Code Enf	NA	NA			Surplus	Needs third vehicle
TBD	PEO	NA	NA			Surplus	4WD needed for Garner Cox
TBD	Clerk's Office	NA	NA			Surplus	

Other		NAU					
Trailer			10,000.00				
		\$	670,325	\$	2,020,500		

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
 Yulee, FL 32097

ES 001 FY 22-23

VENDOR NAME/ADDRESS
Ten-8 Fire & Safety, LLC. 2950 59th Avenue Drive E. Bradenton, FL 34203

DEPARTMENT
Fire Rescue

REQUESTED BY

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE		STANDARD PO OR ENCUMBER ONLY	CONTRACT NO
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	Standard PO	
	Braun Chief XL/Ford F550 4x2	1.00	\$ 316,487.00	\$ 316,487.00	01261526	
	Gasoline Rescue Unit					
	Custom built in accordance with the attached specifications (incl. gas credit)	1.00	\$ 34,118.00	\$ 34,118.00		
	Model Year Discount	1.00	-\$ 26,340.00	-\$ 26,340.00		
	Pricing under FL Sheriff's Association Contract					
	FSA20-VEF14.01 (May1, 2020 - March 31, 2023)					
	Ambulances & Other Equipment FSA Spec					
	Group 1: Ambulance Type 1 4x2 Regular Cab					
	Diesel Engine					

ORIGINAL - FINANCE
 COPY - DEPARTMENT

Shipping \$ 0.00
 Total \$ 324,265.00

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

[Signature] _____ 10/14/2022

Office of Management and Budget

I attest that, to the best of my knowledge, funds are available for payment.

[Signature] _____ 10/14/2022

Procurement Director

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

[Signature] _____ 10/14/2022

County Manager

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

[Signature] _____ 10/14/2022

[Signature]
 Clerk: 10/21/2022
 Date: _____