



Procurement Division • 900 E. Strawbridge Avenue • Melbourne, Florida 32901 • (321) 608-7060 • Fax (321) 608-7070

PURCHASE AGREEMENT FOR GOODS FIRE DEPARTMENT/CODE COMPLIANCE UNIFORMS

THIS PURCHASE AGREEMENT FOR GOODS (this "Contract") is entered into by and between the City of Melbourne, Florida, hereinafter referred to as the **CITY**, and Red the Uniform Tailor, Incorporated, a New Jersey corporation, whose principal address is 475 Oberlin Avenue South, Lakewood, New Jersey 08701, hereinafter referred to as the **VENDOR**.

CITY PROCUREMENT CONTACT:	CITY DEPARTMENT CONTACT:	VENDOR CONTACT:
Procurement Division Leo Torres, Buyer 900 E. Strawbridge Ave Melbourne, FL 32901 leo.torres@mlbfl.org P:321-608-7066/F:321-608-7070	Fire Department Michael Dalton, Logistics Officer 1500 Hickory Street Melbourne, FL 32901 mike.dalton@mlbfl.org P:321-608-6000/F:321-608-6050	Red the Uniform Tailor Incorporated Krys Banker, Regional Manager 11602 Lake Underhill Rd, Ste 121 Orlando, FL 32825-4460 krys.banker@rtut.com P: 407-730-7900/F: 866-880-0859

This Contract consists of the following documents: (Mark "X" where applicable)

- ☒ Exhibit A: Standard Terms and Conditions of Purchase Agreement – Goods (Std Version 4/4/16)
 - ☒ Exhibit A1. Product Description and Statement of Work
 - ☒ Exhibit A2. Performance Standards
 - ☐ Exhibit A3. Maintenance Agreement
 - ☒ Exhibit A4. Price
- ☒ Exhibit B: Supplemental Provisions
- ☐ Exhibit C: Federal Compliance Provisions
- ☐ Exhibit D: Bid Specifications
 - ☒ Exhibit D1: Invitation to Bid # 06-065-0-2016/LT
 - ☐ Exhibit D2: Request for Proposal # _____, as modified by addenda (the "RFP")
 - ☒ Exhibit D3: VENDOR'S Responsive Bid dated July 13, 2016 but only to the extent responsive to CITY's IFQ (the "Bid")

CITY may purchase and VENDOR shall sell the Goods as described in Exhibit A1 at prices specified in Exhibit A4, in accordance with the terms and conditions of this Contract consisting of the documents marked above as Exhibits and incorporated herein by reference. This Contract commences on October 15, 2016 (the "Commencement Date") and expires on October 14, 2017 (the "Expiration Date") and ☐ is not renewable ☒ is renewable for up to four (4) additional twelve (12) month terms.

CITY:

CITY OF MELBOURNE,
a Florida municipal corporation

Michael A. McNees
City Manager

Date

ATTEST:

Cathleen A. Wysor
Cathleen A. Wysor, City Clerk

VENDOR:

RED THE UNIFORM TAILOR INCORPORATED
a New Jersey corporation

Patricia Klein
Signature

Date

Name: Patricia Klein

Title: Chief Operating Officer

City Use Only

Initial Method of Procurement (mark):

☒ ITB # 06-065-0-2016/LT

☐ RFP # _____

☐ Exception: _____

Commencement Date: 10/13/16

** Note: But effective no earlier than last of the parties to execute

Expiration Date:

Renewal: ☐ No

☒ Yes: 4 times

☐ Not Applicable

Council Award Date:

EXHIBIT A
STANDARD TERMS AND CONDITIONS OF PURCHASE AGREEMENT - GOODS

1. DEFINITIONS

- A. "Goods" means the goods which VENDOR is to provide to CITY as set forth on Exhibit A1. Custom Goods are Goods manufactured to CITY's specifications solely for CITY and offered or sold to no other customer. Any Goods which are custom made for CITY shall be indicated by an asterisk (*) on Exhibit A1.
- B. "Purchase Order" is CITY's document setting forth specific line item for Goods ordered and Order information.
- C. "Order" means CITY's authorization to ship in accordance with the CITY's Purchase Order, and authorizing VENDOR to ship a definite quantity of Goods as requested by the CITY.
- D. "Commencement Date" and "Expiration Date" are defined as set forth on the first page of this Contract.

2. TERM OF AGREEMENT

The term of this Contract shall begin on the Effective Date, and continue to the Expiration Date. The Effective Date shall be the date of the last of the parties to sign the Contract or the Commencement Date, whichever date shall occur later.

3. PRICING

- A. Prices set forth on Exhibit A4 shall remain fixed for the duration of this Contract except as provided herein. Prices shall include transportation and delivery charges, prepaid by VENDOR to the destination specified in this Contract.
- B. The price charged CITY for any Good shall always be VENDOR's lowest price charged any customer for that Good regardless of any special terms, conditions, rebates, or allowances of any nature. If VENDOR sells any Good to any customer at a price less than that set forth herein, VENDOR shall adjust its price to the lower price for any un-invoiced Goods and for all future invoices for such Good. For Goods designated as custom Goods, for purposes of comparing price under this Paragraph, the price of the Good shall include those VENDOR cost components which are generic to the Good as compared to other similar Goods sold by VENDOR. Such comparison shall be made to the extent Goods have similar characteristics, such as form, fit, function, manufacturing process, or other specific comparison criteria agreed upon by the parties.
- C. In the event VENDOR offers a lower price, either as a general price drop or only to some customer(s) for any reason, VENDOR shall immediately inform CITY of this price and price protect CITY's inventory of affected Goods by rebating to CITY an amount equal to the difference in the price paid by CITY and the lower price for all such Goods pulled into CITY's manufacturing process for consumption during the preceding thirty (30) days.
- D. All applicable taxes and other charges such as duties, customs, tariffs, imposts, and government imposed surcharges shall be stated separately on VENDOR's invoice and borne by VENDOR. In the event that City of Melbourne is prohibited by law from remitting payments to the VENDOR unless City of Melbourne deducts or withholds taxes therefrom on behalf of the local taxing jurisdiction, then City of Melbourne shall duly withhold such taxes and shall remit the remaining net invoice amount to the VENDOR. City of Melbourne shall not reimburse VENDOR for the amount of such taxes withheld.
- F. The purchase of equipment, materials, and/or service by the CITY may be exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or other city governments. Upon request, applicable federal excise exemption certificates will be furnished to VENDOR. Additional costs including such taxes, surcharges and delivery costs, except those described on Exhibit A4, will not be paid or reimbursed without CITY's prior written approval.
- G. CITY reserves the right to have VENDOR's records inspected and audited to ensure compliance with this Contract. At CITY's option or upon VENDOR's written demand, such audit will be performed by an independent third party at CITY's expense. However, if VENDOR is found to not be complying with this Contract in any way, VENDOR shall reimburse CITY for all costs associated with the audit, along with any discrepancies discovered, within thirty

(30) days after completion of the audit. The results of such audit shall be kept confidential by the auditor to the extent allowed by law and, if conducted by a third party, only VENDOR's failures to abide by the obligations of this Contract shall be reported to CITY.

4. INVOICING AND PAYMENT

- A. Payment for the materials, supplies, or equipment as specified in the contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s). Original invoices or packing lists shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Goods, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, Seller must render original invoice to the City of Melbourne, Accounts Payable Division, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Offered discounts, however, will be taken if payment is made within the discount period.
- C. Payment is made when CITY's check is mailed or EDI funds transfer initiated.
- D. CITY is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, Fla. Stat. and payment by CITY shall be made in compliance with said Act. Late charges may be assessed subject to said Act but only to the extent set forth in this Contract.
- E. No payments shall be made in advance of acceptance of delivery of Goods nor for Goods not covered under this Contract nor for Goods not acceptable to CITY.
- F. VENDOR agrees to invoice CITY no later than sixty (60) days after shipment of Goods. CITY will not be obligated to make payment against any invoices submitted after such period.
- G. Payment by the CITY shall be subject to approval and acceptance of Goods by CITY. Notwithstanding the foregoing, CITY's payment shall not constitute acceptance.

5. NON-APPROPRIATION - All funds for payment by CITY under this Contract are subject to the availability of an annual appropriation for this purpose by the Melbourne City Council. In the event of non-appropriation of funds by the Melbourne City Council for the Goods provided under this Contract, CITY will terminate this Contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the Goods covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, VENDOR on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and CITY shall not be obligated under this Contract beyond the date of termination.

6. NON-EXCLUSIVITY- The right to provide the Goods, commodities and services, which will be granted under the Agreement, shall not be exclusive. The City reserves the right to competitively bid any item on this Contract from another supplier when it is in the best interest of CITY.

7. TERMINATION

- A. CITY may terminate this Contract or any Purchase Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to VENDOR.
- B. CITY may terminate this Contract upon written notice to VENDOR in the event VENDOR defaults on any of the terms and conditions of this Contract and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- C. Notwithstanding the foregoing, CITY may immediately terminate this Contract, without providing VENDOR with notice of default or an opportunity to cure, if CITY determines that VENDOR has failed

to comply with any of the terms and conditions of this Contract related to safety, indemnification or insurance coverage.

- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract by providing written notice to VENDOR but without an opportunity to cure if CITY determines VENDOR knowingly furnished any statement, representation, warranty or certification in connection with the solicitation of VENDOR's bid or this Contract, which representation was materially false, deceptive, incorrect, or incomplete.
- D. Notwithstanding the foregoing, CITY reserves the right to immediately terminate the contract by providing written notice to VENDOR if the State of Florida or the federal government enacts a law, which removes or restricts the authority of CITY to conduct all or part of its function.
- E. Upon receipt of such notice of termination, VENDOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for Goods and/or Services relating to this Contract, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to the performance of this Contract.
- F. There shall be no charges for termination of orders for Goods. Notwithstanding anything to the contrary, VENDOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by VENDOR's vendors or subcontractors after VENDOR receives the notice, nor for any costs VENDOR could reasonably have avoided.
- G. Notwithstanding anything else in this Contract, failure to meet the delivery date(s) in the Purchase Order shall be considered a material breach of contract and shall allow CITY to terminate the order for the Goods and/or any subsequent Orders in the Purchase Order without any liability whether the Purchase Order was for standard or custom Goods.

8. FORCE MAJEURE

Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God, fire, theft, war, riot, embargoes or acts of civil or military authorities. If delivery is to be delayed by such contingencies, VENDOR shall immediately notify CITY in writing and CITY may either: (i) extend time of performance; or (ii) terminate all or part of the uncompleted portion of the Purchase Order at no cost to CITY.

9. DELIVERY, INDIVIDUAL ORDERS AND SCHEDULING

- A. Any forecasts provided by CITY are for planning purposes only and do not constitute an individual Order or other commitment by CITY.
- B. VENDOR shall notify CITY in writing within two (2) business days of receipt of CITY's Purchase Order or individual Order, as the case may be, if VENDOR is unable to make any scheduled delivery and state the reasons therefor. The absence of such notice constitutes acceptance of the Purchase Order and commitment to the Order terms.
- C. VENDOR shall deliver Goods per the Order as requested by the CITY and CITY may return non-conforming shipments at VENDOR's risk and expense.
- D. CITY may reschedule or cancel any Order in whole or in part prior to the Order date at no additional charge.
- E. CITY may place any portion of an Order on hold by notice which shall take effect immediately upon receipt. Orders placed on hold will be rescheduled or canceled within a reasonable time.
- F. CITY shall have no obligation with respect to the purchase of Goods under this Contract until such Goods are specified in an issued Purchase Order which contains specific Order dates for specific Goods.
- G. If for any reason VENDOR discontinues the manufacture of any Good during the term of this Contract or within one (1) year after the final delivery under this Contract, VENDOR shall give CITY at least ninety (90) days prior written notice of such Good discontinuance, during which time CITY shall have the option to place a final Order for such Goods for delivery to CITY within an agreed upon period. If any warranty return claims are made for such discontinued Goods, then such returns will be subject to the warranty provisions in Paragraph 10.
- H. VENDOR, in performing work under this Contract, shall provide and maintain during the life of this Contract, equipment sufficient

in number, condition and capacity to efficiently perform the work and provide the Goods required by this Contract.

10. ACCEPTANCE AND WARRANTY

- A. CITY may inspect and test all Goods at reasonable times in such manner as shall not unreasonably hinder or delay VENDOR's performance. All Goods shall be received subject to CITY's inspection, testing, approval, and acceptance at CITY's premises notwithstanding any inspection or testing at VENDOR's premises or any prior payment for such Goods. Goods rejected by CITY as not conforming to this Contract or Good specifications, whether provided by CITY or furnished with the Good, may be returned to VENDOR at VENDOR's risk and expense and, at CITY's request, shall immediately be repaired or replaced.
- B. VENDOR makes the following warranties regarding Goods furnished hereunder, which shall survive any delivery, inspection, acceptance, payment, or resale of the Goods:
 - (i) Goods will not infringe any party's intellectual property rights;
 - (ii) VENDOR has the necessary right, title, and interest to provide said Goods to CITY, and the Goods will be free of liens and encumbrances;
 - (iii) Goods are new, and of the grade and quality specified;
 - (iv) Goods are free from defects in workmanship and material, conform to all samples, drawings, descriptions, and specifications furnished or published by VENDOR, and to any other agreed-to specifications; and
 - (v) Goods conform to the manufacturing quality provisions set forth in Exhibit A2.
- C. If VENDOR breaches any of the foregoing warranties, or Goods are otherwise non-conforming, during a period of three (3) years after CITY's acceptance of Goods, VENDOR shall, at CITY's option, promptly repair, replace, or refund the amount paid for such Goods, and shall pay to CITY all incidental and consequential damages arising from breach of the foregoing warranties. VENDOR shall bear the cost of shipping and risk of loss of all defective or non-conforming Goods while in transit. Notwithstanding the foregoing, the parties agree that the term of the manufacturer's standard warranty shall apply to all manufacturing defects.

11. PRODUCT SPECIFICATIONS/ IDENTIFICATION/ERRATA

- A. VENDOR shall not modify the specifications for Goods without CITY's written consent. VENDOR shall notify CITY at least ninety (90) days in advance of any changes in the manufacturing process.
- B. VENDOR shall cooperate with CITY to provide configuration control and traceability systems for Goods supplied hereunder.
- C. VENDOR shall provide CITY with a list of such modifications for each Good and shall promptly notify CITY in writing of any new modifications with respect to the Goods.

12. PACKING AND SHIPMENT

- A. It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- B. Title and risk of loss shall pass to CITY upon delivery of Goods to CITY's delivery station. All Goods shall be prepared for shipment in a manner which: (i) follows good commercial practice; (ii) is acceptable to common carriers for shipment at the lowest rate; and (iii) is adequate to ensure safe arrival. VENDOR shall mark all containers with necessary lifting, handling and shipping information, purchase order number, date of shipment, and the names of the CITY and VENDOR. VENDOR shall ship only the quantity of Goods specified in the Order. CITY may return at VENDOR's expense any Goods in excess of the quantity stated in the Order.
- C. All prices shall be based on delivery **F.O.B. Destination prepaid and allowed** with all charges prepaid to the actual point of delivery and inside delivery. Inspection and acceptance will be at *destination* unless otherwise stipulated. Title/risk of loss of damage to all items shall be the responsibility of VENDOR until delivery is verified by the CITY.

13. OWNERSHIP AND BAILMENT RESPONSIBILITIES

- A. Any specifications, drawings, schematics, technical information, data, tools, dies, patterns, masks, gauges, test equipment, and

other materials furnished or paid for by CITY shall: (i) remain or become CITY's property; (ii) be used by VENDOR exclusively for CITY's orders; (iii) be clearly marked as CITY's property and segregated when not in use; (iv) be kept in good working condition at VENDOR's expense; and (v) be shipped to CITY promptly on demand.

- B. VENDOR shall insure CITY's property and be liable for loss or damage while in VENDOR's possession or control, ordinary wear and tear excepted.

14. INTELLECTUAL PROPERTY INDEMNIFICATION

VENDOR shall defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from any costs, expenses (including reasonable attorneys' fees), losses, damages, or liabilities incurred because of actual or alleged infringement of any patent, copyright, trade secret, trademark, maskwork, or other intellectual property right, arising out of the use or sale of Goods. CITY shall notify VENDOR of such claim or demand. If an injunction issues as a result of any such claim or action, VENDOR agrees at its expense and CITY's option to either: (i) procure the right to continue using Goods; (ii) replace them with non-infringing Goods; (iii) modify them so they become non-infringing; or (iv) refund to CITY the amount paid for any Goods returned to VENDOR or destroyed. This indemnification shall not apply to the extent custom Goods are manufactured to CITY's detailed design.

15. GENERAL INDEMNIFICATION

VENDOR shall, to the fullest extent permitted by law, protect, defend, indemnify, and hold CITY and its employees, officers, agents, representatives, and subcontractors harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated costs and expenses (including attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of: death or personal injury (including bodily injury) to any person, destruction or damage to any property, contamination of or adverse effects on the environment, and any clean up costs in connection therewith, or any violation of law, governmental regulation or orders, to the extent caused by (i) VENDOR's breach of any term or provision of this Contract; (ii) any negligent or willful acts, errors, or omissions by VENDOR, its employees, officers, agents, representatives, or subcontractors in the performance of this Contract; or (iii) dangerous defects in Goods. In agreeing to this paragraph the CITY does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided.

16. COMPLIANCE WITH LAWS

- A. VENDOR shall comply with all national, state, and local laws and regulations governing the manufacture, transportation, and/or sale of Goods and/or the performance of services in the course of this Contract. Lack of knowledge by the bidder shall in no way be cause for relief from responsibility.
- B. VENDOR represents and warrants that it is in compliance with Equal Employment Opportunity regulations, unless exempted or inapplicable.
- C. VENDOR represents and warrants that the Goods supplied to the CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended. Upon request of CITY, VENDOR shall provide copies of VENDOR's OSHA 300 safety logs (summaries only) and the safety logs (summaries only) of VENDOR's subcontractors for the past twenty-four (24) months.
- D. CITY actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). VENDOR shall establish appropriate procedures and controls so no services or products under this Contract will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

- E. VENDOR represents and warrants that is not listed on the State of Florida's convicted vendor listing established under the provisions of §287.133, Fla. Stat., whereby the State of Florida maintains a convicted vendor listing which excludes those suppliers from bid submittal for a period of thirty-six (36) months.
- F. VENDOR shall maintain, for the duration of the Agreement, all valid licenses and certificates required for the performance of work and provision of Goods.
- G. Subject to *Odebrecht Construction, Inc., v. Prasad and Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation* and their progeny, this sub-paragraph applies to any contract for goods or services of \$1 million or more. VENDOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in §287.135, Fla. Stat., as may be amended or revised. CITY may terminate this Contract at the CITY's option if VENDOR is found to have submitted a false certification as provided under subsection (5) of § 287.135, Fla. Stat., as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in §287.135, Fla. Stat. , as may be amended or revised.
- H. Failure to comply with this Paragraph shall be considered a breach of contract.

17. RETENTION AND AUDIT

- A. VENDOR understands and agrees that CITY is a public entity subject to the Florida Public Records Law and, as such, VENDOR agrees to retain public records, and upon request provide to CITY those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat..
- B. The City reserves the right to audit the records of VENDOR for the Goods and/or services provided under this Contract at any time during the performance and term of this Contract and for a period of five (5) years after completion and acceptance by CITY. If required by CITY, VENDOR agrees to submit to an audit by an independent certified public accountant selected by CITY. VENDOR shall allow CITY to inspect, examine and review the records of VENDOR in relation to this Contract at any and all times during normal business hours during the term of this Contract.

18. MERGER, MODIFICATION, WAIVER, AND REMEDIES

- A. This Contract contains the entire understanding between CITY and VENDOR with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings and negotiations. No modification, alteration, or amendment shall be effective unless made in writing, dated and signed by duly authorized representatives of both parties. Any additional or different terms in VENDOR'S documents are deemed to be material alterations and notice of objection to and rejection of them is hereby given.
- B. VENDOR shall not substitute the Goods.
- C. In the event of any conflict between or among this Contract or any ambiguity or missing specifications or instruction, the following priority is established:
- First, the "Supplemental Provisions" set forth as Exhibit B to the Contract;
 - Second, the "Federal Provisions" set forth as Exhibit C to the Contract;
 - Third, these "Standard Terms and Conditions of Purchase Agreement – Goods" identified as Exhibit A to the Contract
 - Fourth, CITY's Invitation to Bid or CITY's Request for Proposal, as the case may be, with supporting Addenda and VENDOR's bid but only to the extent responsive to CITY's request, collectively set forth as Exhibit D to the Contract.
- D. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.
- E. CITY's rights and remedies herein are in addition to any other rights and remedies provided by law or in equity.
- F. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions unless CITY determines in its discretion that the court's

determination causes this Contract to fail in any of its essential purposes.

19. DISPUTES

In case of dispute arising under this Contract between the parties, the decision of the City of Melbourne shall be final and binding of both parties.

20. ASSIGNMENT; SUBCONTRACTORS

VENDOR may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the CITY. CITY may cancel this Contract for cause should VENDOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Contract may be amended only in writing signed by VENDOR and CITY and subject to with the same degree of formality evidenced in the Agreement. Nothing contained in this Contract will be construed as establishing any contractual relationship between CITY and any subcontractor of VENDOR. VENDOR will be fully responsible to CITY for the acts and omissions of the VENDOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by the City.

21. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CITY encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

22. APPLICABLE LAW

This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings regarding this Contract shall be filed in Brevard County, Florida.

23. HEADINGS

The headings provided in this Contract are for convenience only and shall not be used in interpreting or construing this Contract.

24. SURVIVAL

The provisions of Paragraph: 1, 10, 13, 14, 15, 17, 18, 19, 22, 23, 24, Exhibit A1, Exhibit A2, Exhibit A3, (except for Technical Support which expires or terminates) will survive any termination or expiration of this Contract.

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EXHIBIT A1

The Goods purchased are a commodity and are not custom-made for the CITY.

VENDOR shall supply and deliver uniforms as listed in EXHIBIT A4, including all materials, labor, equipment, transportation, sizing, hemming, sewing of patches/emblems/embroidery, and other items as necessary, to the City of Melbourne Fire Department and Code Compliance Divisions on an as-needed basis as set forth herein and in compliance with the Performance Standards of Exhibit A2.

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EXHIBIT A2

PERFORMANCE STANDARDS

In addition to those requirements set forth in the Product Description/Specifications attached and incorporated as Exhibit A1 to the Contract, all Goods provided by the VENDOR shall conform to the following:

A. General Requirements

1. VENDOR shall be an authorized distributor for the products supplied and shall honor all manufacturer warranties. VENDOR shall, upon CITY request, provide documentation they are an authorized distributor for manufacturer at any time during the awarded contract.
2. VENDOR shall provide electronic ordering and immediate order confirmation receipt which shall contain, at a minimum the following:
 - a) Unique order number
 - b) Date of order
 - c) Itemized listing of items ordered
 - d) Name of CITY employee for whom order is placed
3. There shall be no minimum order requirements, stocking/restocking fees or handling charges.

B. Quality Assurance

1. VENDOR shall provide alterations, hemming and supply and applications of emblems and patches (whether sewn-on, silk-screened or embroidered) in the unit cost of each applicable uniform item.
2. Hemming of pants shall be done on a blind-stitch hemming machine.
3. All items, details of construction or features not specifically mentioned herein which are regularly furnished on listed clothing items and accessories shall be furnished at no additional cost.
4. All garments shall bear a label with the individual's name and other pertinent data. All garments must have a care label permanently affixed giving the care instructions of the garment.
5. All fabric shall meet standard shrinkage allowance of approximately 2%, be colorfast, and be guaranteed washable. The fabric used shall include a fashion clear finish, soil release that combines with color bright retention, have moisture absorbency, and provide maximum comfort.
6. All garments must be neatly pressed and properly shaped; military press where applicable. All outseams and inseams shall be pressed open. Seams shall be serged whenever possible and measures taken to prevent raveling. Loose threads shall be thoroughly trimmed.
7. Garments shall be manufactured to ISO 9001 quality assurance standard. (AG0306).
8. VENDOR shall, upon request by CITY, provide a full size run of try-on garments within 10 business days for CITY approval.
9. VENDOR shall have a representative, within a three (3) hour radius of the CITY of Melbourne, capable of servicing (measurements/tailoring) CITY personnel.
10. VENDOR shall ensure a proper fit of provided garments for all applicable CITY personnel. Upon request by the CITY, VENDOR shall conduct a measure/fit at employee work sites for any CITY employee experiencing problems with proper fit of the uniform items. VENDOR shall maintain and keep on file measurement information and provide this data to Fire Department/Code Compliance staff.
11. VENDOR shall provide same day "walk-in" service for measuring of applicable CITY personnel during normal business hours. Measurements shall be performed within five (5) calendar days of CITY request.
12. VENDOR shall arrange pick-up and delivery of any garment requiring alterations. Any misfits or alterations that cannot be adjusted to the satisfaction of the CITY after two (2) attempts shall be replaced with new garments within ten (10) business days.

C. Product Availability

1. VENDOR shall provide written notification of all manufacturer's discontinued items to the CITY within three (3) business days of discontinuation. In such instances, VENDOR shall work with the CITY to identify and implement replacement items. Replacement items shall be approved by the CITY in writing prior to implementation.
2. VENDOR shall provide approximately three (3) suggested replacement items for a discontinued item along with replacement part numbers, description, list price, applicable discounts, and final price at least thirty (30) calendar days prior to substitution. There shall be no increase to unit prices for replacement items.
3. Temporary substitutions may be used only in the event of an item not being available.
 - a) Substitutions shall not occur without written approval by the CITY. The CITY shall be sole determiner as to acceptability of substitutions.
 - b) If a higher priced item is used to fill the order, the CITY will be billed at the original contract price of the out of stock item.

D. Shipping/Delivery

1. VENDOR shall deliver garments Monday through Friday between the hours of 7:30 AM and 5:00 PM EST. to the CITY of Melbourne Fire Department located at 1500 Hickory Street, Melbourne, FL 32901 unless otherwise authorized by the CITY.
2. VENDOR shall deliver garments within thirty (30) business days from receipt of order.
3. VENDOR shall ensure multiple orders shipped together are not combined. Each order shall be individually wrapped and identified by order name and number to avoid confusion.
4. VENDOR shall deliver all garments in their unopened original packaging, bearing the manufacturer's name, related standards and any other specification or reference accepted as standard.
5. VENDOR shall notify the CITY of any potential delivery delays within three (3) business days after receiving order.
6. VENDOR shall deliver backordered items within ten (10) business days from the date removed from back order status.
7. VENDOR shall not ship incomplete or partial orders unless authorized by the CITY.
8. VENDOR shall reference the following on all shipping documents and invoices:

a) Purchase Order	e) Quantity Ordered
b) Serial number	f) Quantity shipped
c) Part number	g) Destination
d) Description/Nomenclature	h) Name of intended recipient
9. VENDOR shall not invoice the CITY until full order is received. Partial orders shall not be invoiced.
10. The CITY may extend the time for delivery of goods or services upon receipt of a written request and justification from VENDOR.
11. VENDOR shall ensure emergency deliveries are made within twenty-four (24) hours from receipt of order notification. If the CITY requires emergency delivery, the CITY will pay for the extra cost for this service. In some cases, next day delivery will be the normal delivery time; therefore, no extra charge will be assessed. Emergency deliveries required due to VENDOR's error will be free of shipping charge.

E. Rejection of Products

1. VENDOR shall be responsible for replacing all items that are determined by the CITY to be damaged, a wrong item, or in an unacceptable condition. VENDOR shall bare all costs associated with the return of said items.
2. Goods delivered and rejected in whole or in part will become a donation to the CITY if VENDOR does not pick up said item(s) within five (5) business days of notification by the CITY.
3. VENDOR shall provide full credit as an adjustment to invoice to CITY on all returns.
4. The CITY reserves the right to order items from another source if in the best interest of the CITY.

F. Liquidated Damages

1. VENDOR may be assessed by the CITY the amount of five (\$5.00) per order per calendar day for late deliveries, unless proven documentation from manufacturer of delay is provided to the CITY within the specified time.
2. The per diem charge may be invoked at the discretion of the CITY and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the vendor. This deduction is in addition to other remedies available to the CITY pursuant to Florida Statutes or the terms and conditions of this solicitation."

G. Additions/Deletions:

Items may be added/deleted to or from the contract at the option of the CITY. When an additional item or service is required by the CITY, VENDOR may be invited to submit price quotes for added services or items. At the CITY'S sole discretion, these items may be added to the contract via a written amendment to the contract.

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**EXHIBIT A4
PRICING SCHEDULE**

VENDOR shall provide and deliver Fire Department/Code Compliance uniforms on as-needed basis in accordance with Exhibit A1, Product Description and Statement of Work, and in accordance to Exhibit A2, Performance Standards utilizing the unit prices below.

VENDOR shall ship all orders FOB destination, freight prepaid and allowed.

A. Spiewak Uniforms - To Include Hemming, Sewing/Embroidery Of Emblems			
Item	Description	UOM	Unit cost
1	Men's Short Sleeve Performance Duty Shirt: Spiewak # SPDU10	Each	\$55.05
2	Women's Short Sleeve Performance Duty Shirt: Spiewak # SPDU11	Each	\$55.05
3	Men's Long Sleeve Performance Duty Shirt: Spiewak # SPDU15	Each	\$61.35
4	Women's Long Sleeve Performance Duty Shirt: Spiewak # SPDU16	Each	\$61.35
5	Performance Duty Trousers Non-cargo M/W - Spiewak # SPDU22	Each	\$59.25
6	WeatherTech Systems Duty Jacket - Spiewak # S588VT	Each	\$165.12
7	Public Safety Performance Fleece/Liner - Spiewak # S327	Each	\$99.15
B. Fechheimer Uniforms - To Include Hemming, Sewing/Embroidery Of Emblems			
Item	Description	UOM	Unit cost
1	Men's Short Sleeve Shirt - Style # 85R5435	Each	\$33.43
2	Women's Short Sleeve Shirt - Style # 76R5435	Each	\$33.43
3	Men's Long Sleeve Shirt - Style # 35W5435	Each	\$39.70
4	Women's Long Sleeve Shirt - Style # 126R5435	Each	\$39.70
5	Men's Short Sleeve Shirt - Style # 85R5400	Each	\$33.43
6	Women's Short Sleeve Shirt - Style # 176R5400	Each	\$33.43
7	Men's Long Sleeve Shirt - Style # 35W5400	Each	\$39.70
8	Women's Long Sleeve Shirt - Style # 126R5400	Each	\$39.70
9	Men's 4 Pocket Trousers - Style # 47400	Each	\$45.21
10	Women's 4 Pocket Trousers - Style # 47400WT	Each	\$45.21
11	Single Breasted Poly/Wool Coat - Style # 34891	Each	\$280.05
12	Poly/Wool Trousers - Style # 32278	Each	\$65.42
13	Men's Trouser - Style # 3900	Each	\$33.35
14	Women's Trouser - Style # 3900W	Each	\$33.35
C. Additional Apparel & Accessories - To Include Any/All Sewing, Screenprinting of Emblems/Embroidery As Applicable			
Item	Description	UOM	Unit cost
1	6-Pocket Duty Shorts - Pro-Tuff Style # DS135. Color: Navy.	Each	\$31.35
2	Belts 1-1/2" Wide Velcro. Black Basketweave. Dutyman Style # 5121U	Each	\$18.22
3	Tie, 57 inch Samuel Broome Style # 90078	Each	\$3.95

4	Men's High Gloss Duty Oxfords - Bates Style # E22141	Each	\$56.25
5	Women's High Gloss Duty Oxfords - Bates Style # 22741	Each	\$56.25
6	Men's/Womens 6" Tactical Side Zip Boots - Ridge Style # 4205	Each	\$70.50
7	Men's/Women's 8" Tactical Side Zip Boots - Ridge Style # 4105	Each	\$73.50
8	Athletic Shorts - Augusta Style # 802 ONLY. Color: Navy.	Each	\$13.50
9	Keystone Blue Bell Crown Hat - Style # R8149	Each	\$60.00
10	Keystone White Cover w/Black Velvet Band - Style # R8A244	Each	\$67.50
11	Men's/Women's EMS Trousers - 5.11 Taclite # 74363	Each	\$46.80
12	Fitted Hat, Black In Color w/2.5" Embroidered MFD Maltese Logo Pacific Style # 298F	Each	\$25.00
Balance of Line (Discount on current catalog or manufacturers list-price for all other catalog products)			25%

Pricing shall remain fixed for the duration of each contract and renewal period. No increases will be permitted within the specified contract or renewal period.

At each renewal, the VENDOR may request an increase. VENDOR's request for increase must be submitted thirty (30) calendar days prior to expiration of the current term to be considered. In any event, the term increase shall not exceed the then current Consumer Price Index (CPI) in effect at time of renewal. The Consumer Price Index shall mean the index numbers of retail commodity prices designated "CONSUMER PRICE INDEX, ALL URBAN CONSUMERS, U.S. CITY AVERAGE, ALL ITEMS" (1982-1984=100), not seasonally adjusted, prepared by the Bureau of Labor Statistics of the U.S. Department of Labor.

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EXHIBIT B
SUPPLEMENTAL PROVISIONS

Section 1. **Bid.** This Contract is awarded based on VENDOR's Bid responding to CITY's ITB. VENDOR represents and warrants that all information and representations contained in the Bid is truthful to the best of VENDOR's knowledge and belief and VENDOR hereby restates and affirms all representations contained in the Bid.

Section 2. **[Omitted]**

Section 3. **Performance Bonds.** No performance bonds or payment bonds are required by this Contract.

Section 4. **Notice to Parties**

- A. Notice to the CITY regarding terms and conditions of the Contract and changes in address/addressee shall be directed to the City Purchasing Contact as identified on the cover page of this Contract. Notice and communication with the CITY regarding the Services shall be directed to the CITY as identified on the cover page of this Contract. Payment to CITY shall be directed to City of Melbourne, Accounts Receivable, 900 East Strawbridge Avenue, Melbourne, Florida 32901.
- B. Notice and communication and changes in address/addressee to the VENDOR shall be directed to the VENDOR Contact as identified on the cover page of this Contract.
- C. Notice of default or notice of termination of this Contract shall be made in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested and shall be addressed as follows:

If to the CITY

Procurement Manager
Procurement Division
City of Melbourne
900 East Strawbridge Avenue
Melbourne, Florida 32901

If to VENDOR:

Patricia Klein, Chief Operating Officer
Red the Uniform Tailor Incorporated
475 Oberlin Avenue South
Lakewood, NJ 08701

A party may unilaterally change its address or addressee by giving notice in writing to the other party as provided in this section. Thereafter, notices and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 5. **Insurance Requirements**

- A. VENDOR shall maintain in force Commercial General Liability, Commercial Vehicle Liability insurance, and Workers' Compensation coverage.
- B. Proof of Insurance. VENDOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required by the Contract.
- C. All coverage for VENDOR's subcontractors shall be subject to all of the requirements stated herein.

Section 6. This Contract may be delivered and executed via facsimile or electronic mail and will be fully enforceable as such.

EXHIBIT D1
INVITATION TO BID
ITB-06-065-0-2016/LT

ON FILE IN THE PROCUREMENT DIVISION

EXHIBIT D3

VENDOR'S RESPONSIVE BID PROPOSAL

ON FILE IN THE PROCUREMENT DIVISION