

Ocala Fire Department - 2021 Class A Price Guide and Agreement

Lighthouse Uniform Co. 1531 15th Ave W Seattle, WA 98119

SHIP TO: Ocala Fire Dept. 505 NW MLK JR AVE OCALA, FL 34475

Vendor Number: 1713 Requisition No. TBD

Requisition Date: 12/06/2021

Payment Terms: Net 30

A/R/C Fire Department Class A Uniforms

Effective Date: 12/1/2021

Pricing per this agreement is for one (1) year with the option to renew for four (4) additional one (1) year periods through December 1, 2026.

This agreement has four optional renewals. Renewals must be agreed to in writing by both parties.

This contract is awarded based on the unit prices, term and conditions specified in the attached contract. The contract may be terminated should funds not be appropriated for these items by the City of Ocala in future fiscal years.

BUYING AGENT: DAVID WILLIAMS
DATE PROMISED: 12/1/2021

CONFIRMING ORDER TO: BEN MEYERSON VENDOR PHONE NUMBER: (206)282-5600 THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

Dan ID. 074-0-00040-4-46040000-4-04040-074-00004-0

Lighthouse Uniform Co. reserves the right to increase the below prices 3% annually. This increase is based on cost of living, materials and supply chain increases. Increases must be submitted with supporting documentation for the city's review and approval.

Tailored Items: Jackets, Uniforms, Packages and all tailored items have a standard 8 week tailoring timeframe. Freight is calculated in real time by an API based FedEx calculator. Freight costs will be paid for by the Ocala Fire Department.

All non tailored (stocked) items: ship in the timeframe that matches the freight request. The service types available are (Ground, 3 Day, 2 Day and Overnight). Freight is calculated in real time by an API based FedEx calculator. Freight costs will be paid for by the Ocala Fire Department.

Special order items: timeframes and pricing are handled on an individual bases upon request.

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Class A Package (8 weeks standard processing):
$574.15 (Sizes 36 – 46)
$624.15 (Sizes 48 – 54)
$674.15 (Sizes 56 – 60)
$724.15 (Sizes 62 – 68)
+ $89.95 to add shoes to above packages
Class A Jacket (no alterations):
$295.15 (Sizes 36 – 46)
$345.15 (Sizes 48 – 54)
$395.15 (Sizes 56 – 60)
$445.15 (Sizes 62 – 68)
Dress Uniform Trouser:
$104.10 (Sizes 28 – 44)
$118.00 (Sizes 46 – 60)
Rank Sleeve Striping (loose)
$6.95 ea. (1/2 inch gold)
$6.95 ea. (1/2 inch silver)
Maltese Crosses (loose):
$3.50 ea. (gold bullion)
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\$3.50 ea. (silver bullion)

Dress Cap: \$67.04 - (All Ranks) Dress Cap Device: \$15.95 - (All Ranks) Dress Cap Strap (Chin Strap): \$12.95 (All Ranks) Dress Shirt: \$55.05 - (Sizes 14.5 - 17.5) \$64.67 - (Sizes 18.5 - 20.5) **Dress Ties:** \$8.95 – (Regular length) \$10.95 - (Long length) **Dress Belts:** \$24.95 - (Sizes 30 - 44) \$29.95 - (Sizes 46 - 60) Belt Buckles: \$3.95 (Gold) \$3.95 (Silver) Dress Gloves: \$8.95 (Regular length non textured) \$10.95 (Xlarge length non textured) **Dress Shoes:** \$89.95 – (Permashine) Jacket Sleeve Striping (Alterations): \$36.95 - 1 Stripe both sleeves \$53.90 - 2 Stripes both sleeves \$70.85 - 3 Stripes both sleeves \$87.80 - 4 Stripes both sleeves

\$104.75 - 5 Stripes both sleeves

Maltese Cross (Alterations):

Crosses with striping / Crosses only

\$7.50 / \$27.50 (1 Maltese Cross)

\$11.00 / \$31.00 (2 Maltese Crosses)

\$14.50 / \$34.50 (3 Maltese Crosses)

\$18.00 / \$38.00 (4 Maltese Crosses)

\$21.50 / \$41.50 (5 Maltese Crosses)

\$25.00 / \$45.00 (6 Maltese Crosses)

\$28.50 / \$48.50 (7 Maltese Crosses)

\$32.00 / \$52.00 (8 Maltese Crosses)

\$35.50 / \$55.50 (9 Maltese Crosses)

\$39.00 / \$59.00 (10 Maltese Crosses)

Garment Bag:

\$12.95 ea

Rush timeframes can be met. Expedited tailoring services to meet earlier need by dates can be facilitated by using the below menu):

\$35.00 per jacket, uniform or package - 6 week tailoring (FedEx groundfreight is not included and is determined in real time by a FedEx calculator)

\$50.00 per jacket, uniform or package - 4 week tailoring (FedEx ground freight is not included and is determined in real time by a FedEx calculator)

\$65.00 per jacket, uniform or package - 3 week tailoring (FedEx 3 day freight is not included and is determined in real time by a FedEx calculator)

\$75.00 per jacket, uniform or package - 2 week tailoring (3 day freight is not included and is determined in real time by a FedEx calculator)

\$85.00 per jacket, uniform or package - 1 week tailoring (2 day freight is not included and is determined in real time by a FedEx calculator)

\$100.00 per jacket, uniform or package - 3 day tailoring (Next Day freight is not included and is determined in real time by a FedEx calculator)

\$125.00 per jacket, uniform or package - 2 day tailoring (Next Day freight is not included and is determined in real time by a FedEx calculator)

\$150.00 per jacket, uniform or package -1 day tailoring Next Day (freight is not included and is determined in real time by a FedEx calculator)

- **DAMAGE:** Goods shall be designated Municipal Facility, Ocala, Florida, and shall include all delivery and packaging costs, unless otherwise specified on purchase order. The City of Ocala assumes no liability for goods delivered in a damaged or unacceptable condition. Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification of the City of damage.
- QUANTITIES: N/A.
- SPECIFICATIONS: The City of Ocala has included as part of this contract detailed specifications either on the purchase order, bid continuation form or referenced and attached as separate sheets. Any catalog number, brand name or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase.
- CONTRACT PERIOD: In the case of annual estimated requirements contract the contract shall be for a predetermined period as specified on purchase order
- RENEWAL OPTIONS: Renewal(s) will be based solely upon the option and agreement between both the City of Ocala and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- WRITTEN CONTRACT: In the event there is a written contract between City and the Contractor for the goods or services provided pursuant to this PO and there are any conflicts between the written contract and the PO, the written contract shall control.
- PAYMENT TERMS: Payment terms are NET 30 unless otherwise specified on purchase order.
- INVOICES: Invoices must be submitted by the Contractor to the City of Ocala Fire Department.

 TAXES: The City of Ocala is exempt from Federal Excise and State Sales taxes. TAX MUST NOT BE INCLUDED ON INVOICE. Tax
- exemption certificates will be executed by the City and furnished upon request. 10. DELIVERY PROMISE - PENALTIES: Consistent failure of a Contractor to meet delivery promises without valid reason may cause cancellation of contract and removal from the vendors list. When delivery delay can be foreseen, the Contractor shall give prior notice to the Procurement Department, which shall have the right to extend the delivery date, if reasons for delay appear acceptable. The Contractor must keep the Procurement Department advised at all times as to the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Procurement Department to purchase goods elsewhere and charge any increase in cost and handling to the defaulting contractor. Every effort will be made by the Procurement Department to locate the goods at the same or better price as that originally contracted.
- PACKAGING: Unless otherwise indicated, items provided by Contractor will be shipped new, unused, in first class condition, and in containers suitable for damage-free shipment and storage.
- TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City of Ocala
- until the City actually receives and takes possession of the goods at the point(s) of delivery 13. PLACE OF DELIVERY: The place of delivery shall be that set forth in the purchase order. The
- terms of the agreement are "no arrival, no sale" 14. DELIVERY TIMES: Deliveries will be acceptable only during normal working hours, i.e., 8:00 a.m. - 4:00 p.m. Monday - Friday.
- INTELLECTUAL PROPERTY RIGHTS: Contractor agrees to defend, indemnify and hold the City its officers, agents and employees (collectively "City") harmless from any lawsuit, claim, damage, loss, or expense including reasonable attorney fees arising out of or relating to any claim against City asserting infringement or alleged infringement of a patent, trademark, copyright or other intellectual property in connection with the goods or services provided by contractor.
- 16. FUNDING: City fiscal year is October 1 to following September 30. City reserves right to terminate the contract without penalty in the event funds are not available or in the event funds are not appropriated for the contract.
- ASSIGNMENT: Contractor may not assign or transfer this contract without prior written consent of City.
- CHANGE ORDERS: All change orders shall be in writing and approved by the City.
- INDEMNIFICATION: Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees (collectively "City") harmless from any lawsuit, claim, damage, injury to or death of any person or damage to or loss of property, or expense including reasonable attorney fees arising out of or relating to any claim against City to the extent caused by any negligent or willful act or omission by contractor in the performance of this contract.
- 20. TERMINATION FOR DEFAULT: The City of Ocala reserves the right to enforce the performance of this contract in a manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default on this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: 1) meet delivery schedules, or 2) otherwise perform in accordance with specifications. Breach of contract of default authorizes the City to purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
- 21. FORCE MAJEURE: If, by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, terrorism, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Florida or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that and Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 22. REMEDIES: The Contractor and the City of Ocala agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 23.VENUE: This agreement will be governed and construed according to the laws of the State of Florida. Exclusive venue for any action shall be in Marion County, Florida.
 - 24. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS: No officer or employee of the City shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials; supplies or services, except on behalf of the City and any officer or employee guilty thereof shall thereby forfeit such person's office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract involved voidable by the City Manager or City Council. (Art 18. Sec.01. Ocala City Charter)
 - 25. PROHIBITION OF BOYCOTT ISRAEL: By accepting this purchase order, Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Florida Government Code Section 808.001, as amended. This section does not apply if the Company is a sole proprietor, a non-profit entity or a government entity; and only applies if:
 (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.
 - 26. PROHIBITION OF BOYCOTT OF ENERGY COMPANIES: By accepting this purchase order, Vendor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Florida Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.
 - 27. PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS: By accepting this purchase order, Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.
 - 28. All Contractors shall comply with all local, state, and federal storm water pollution prevention rules, regulations, laws, and ordinances. For more information, please visit http://www.cor.net/stormwater.

BUYING AGENT: DAVID WILLIAMS
DATE PROMISED: 12/1/2021

CONFIRMING ORDER TO: BEN MEYERSON VENDOR PHONE NUMBER: (206)282-5600

THIS PURCHASE ORDER AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS HEREOF, WHICH THE PARTIES AGREE ARE INCORPORATED HEREIN.

Lighthouse Uniform Co.

Ben Meyerson

City of Ocala

Ken Whitehead

Asst. City Manager 12 / 21 / 2021

Ken Whitehead

City Attorney

Robert W. Batsel Jr.

Purchase order must be signed and returned to the City of Ocala. By signing, Vendor agrees to the terms and conditions herein, including those incorporated by reference

▼HELLOSIGN

Please sign Fire Dept Uniform Contract TITLE

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Completed STATUS

Document History

12 / 15 / 2021 17:49:19 UTC-5		Sent for signature to Rob Batsel, Esquire (rbatsel@ocalalaw.com) and Ken Whitehead, Assistant City
		Manager (kwhitehead@ocalafl.org) from tkimball@ocalafl.org
		IP: 216.255.240.104

0	12 / 16 / 2021	Viewed by Ken Whitehead, Assistant City Manager
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r	12 / 21 / 2021	Signed by Rob Batsel, Esquire (rbatsel@ocalalaw.com)
SIGNED	14:30:24 UTC-5	IP: 216.255.247.51

r	12 / 21 / 2021	Signed by Ken Whitehead, Assistant City Manager
SIGNED	15:50:21 UTC-5	(kwhitehead@ocalafl.org)
		IP: 216.255.240.104

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