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## AGREEMENT FOR PURCHASE OF GOODS

THIS AGREEMENT, effective this 2nd day of February in the year, 2021, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the SELLER: West of Ole England, Inc.  
(hereinafter SELLER) 646 SE Monterey Road  
Stuart, FL 34994

Contract Name: Safety Boots & Supplies  
(Safety Boots & Shoes ONLY)

Contract Number: RFB2021-3289

Not to Exceed Amount: \$750,000.00  
(to all vendors combined over maximum 5-year period)

Contract Term: Three (3) years plus two (2) 1-year renewal options  
Not to exceed five (5) years

## SCOPE OF SERVICES

Personal protective equipment (PPE), safety boots, shoes, and other safety related equipment and supplies for men and women at a discounted catalog price including, but not limited to:

- Hard Hats
- Rain Gear (reflective)
- Safety Vests
- Safety Glasses
- Steel Toed Boots & Shoes
- Water Boots
- Chemically resistant gloves, medical grade exam gloves, disposable rubber gloves and/or leather gloves
- Particle Masks/Chemical Masks
- N95 mask
- Isolation gowns
- Hand Sanitizer
- Hearing Protection – ear plugs
- Chemical aprons
- Eye wash kits
- Cones
- Barricades
- Warning Lights
- Road/Highway Safety/Warning Signs and Stands
- Vehicle first aid kits
- First Aid Supplies (bandages, ointment, etc.)

## MINIMUM SPECIFICATIONS

Vendors may bid on either boots **or** safety supplies **or** both.

1. A catalog discount bid is defined as a bid containing all or parts of a vendor's catalog without specific quantities defined at the line item level.
2. Catalog(s) discounts will be based on purchases of standard catalog supplies as needed throughout the term of the contract. Discounted catalog prices shall include all cost or note any exceptions on the bid proposal from.
3. The County reserves the right to purchase non-catalog safety related products at a percentage discount off MSRP.
4. The County reserves the right to purchase or not purchase from the catalog(s). It will be up to the County to determine which company/catalog offers the lowest cost, responsive service and provides the most efficient turnaround time for the items needed.
5. Vendor must be a stocking vendor or have immediate access to all of the items in the catalog.
6. Vendor shall maintain adequate stock of all standard personal protective equipment, safety boots and shoes in various sizes for men and women.
7. Current published catalog(s), discounts or discount schedules, and price lists are to be included with the bid. If you use only a computerized catalog, please provide instruction for access.

Please state any conditions or exclusions placed upon discount and furnish discount schedule if discounts vary for different categories of items.

8. Throughout the contract period the vendor must provide and distribute current catalogs or internet access to current online catalogs to the various County Departments.
9. Payment will be submitted upon receipt of invoices and will be subject to verification and approval by the ordering Department's designated representative.

## **MINIMUM REQUIREMENTS**

1. Prospective bidders must have been in business for a minimum of five (5) years providing safety supplies and must submit verification along with three (3) references.
2. Boot/shoe vendors shall be located within fifteen (15) miles of 2401 SE Monterey Rd, Stuart, Florida, 34996 and must have an adequate supply of safety boots and shoes (for both men and women) on hand and available for fit testing prior to purchase.
3. Successful bidder must be stocking distributor or have immediate access to all of the items in the catalogs.
4. Successful bidder must have at a minimum the following brands of safety boots and shoes; Carolina, Red Wing, Keen, Timberland, Danner, Bates and Wolverine. Products must meet ASTM F2413-05 (where applicable).
5. Safety Vests must be available in ANSI (American National Standards Institute) Class 2 and Class 3 in Fluorescent Orange or Fluorescent Lime.
6. All temporary traffic control devices (such as the Cones, Barricades and Road/Highway Safety Signs and Stands) must have an FDOT APL (approved products list) code printed on them.

The goods and/or services listed in this bid are for the purposes of price comparison and are not intended to be all inclusive. The County may add goods and/or services at any time during the term of this Agreement at a cost to be agreed upon by the Vendor and the County.

The maximum total value of this contract shall not exceed \$750,000.00 over the life of the contract.

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be renewed for two additional 1-year terms, at the County's discretion, for a total maximum term of five (5) years.

Martin County will not be held to any minimum/maximum quantities or dollars during the term of Contract.

WITNESSETH:

WHEREAS, County issued a request for bid (RFB) for certain goods, namely Safety Boots & Supplies (“Goods”); and

WHEREAS, after competitive bidding, County accepted Seller’s bid, which is attached hereto as Exhibit A and incorporated by reference herein (the “Bid”); and

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

1. The Parties agree the provisions of Florida’s Universal Commercial Code: Sales, Ch. 672, *et. seq.*, Fla. Stat. (the “UCC”) governs this Agreement except if otherwise provided herein. To the extent there is a conflict between this Agreement and the UCC, the terms of this Agreement shall control.

2. The Parties agree time is of the essence to this Agreement.

3. County agrees to purchase from Seller the Goods described in the Bid for the price and quantity described therein. County further agrees to tender payment for the Goods upon delivery after inspecting the Goods and that such inspection shall not be unreasonably delayed or denied.

4. Seller agrees to deliver the Goods to County at the time and place specified in the Bid.

5. Warranty. Seller expressly warrants the Goods are merchantable and fit for their particular purpose. If County notifies Seller the Goods are defective, damaged, non-conforming or otherwise materially deviate from the description of the Goods in the Bid, Seller shall, in the County’s sole discretion, cure by either: (a) replacing the Goods that are defective, damaged, non-conforming or otherwise deviate from the description of the Goods in the Bid within a reasonable time; or (b) refunding County for any payment, whether in whole or in part, for the Goods, with interest at the statutory rate then in effect. Nothing herein shall supersede any distributor’s, manufacturer’s, or any other warranty, whether expressed or implied, issued separately for the Goods.

6. Either party may terminate this Agreement for any reason upon written notification to the other party. County agrees not to terminate this Agreement if Seller delivers the Goods and is in compliance with all the terms of the Bid and this Agreement.

7. Dispute Resolution. The Parties agree to confer in good faith to resolve any dispute prior to filing a lawsuit. If County is forced to file a lawsuit against Seller for breach of this Agreement, County is entitled to its reasonable attorney’s fees and costs if County prevails in such lawsuit against Seller.

8. Waive Jury Trial. The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

9. Venue. This Agreement and the terms hereof shall be construed in accordance with the

laws of the State of Florida and venue for all actions shall be in the Nineteenth Judicial Circuit in and for Martin County, Florida.

10. Entire Agreement. This Agreement constitutes the complete, full and wholly independent agreement among the parties to this Agreement with regard to the matter contained here. This Agreement also supersedes all prior representation, statements, and understandings among the parties to this Agreement with respect to the matter and things addressed herein, either written or oral.

11. Severability. Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement.

12. Notification. The Parties agree written notices to each other shall be made in the manner set forth in the Bid. In the absence of such a provision, the Parties agree to the following contact information for communicating with each other in writing:

- a. COUNTY: Martin County BOCC  
Attn: Purchasing Division  
2401 SE Monterey Road  
Stuart, FL 34996
  
- b. SELLER: West of Ole England, Inc.  
646 SE Monterey Road  
Stuart, FL 34994

13. Waiver. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a written modification to this Agreement.

14. Assignment. This Agreement may not be assigned by either Party.

15. Amendments. This Agreement may be amended only by written agreement of the parties.

16. E-Verify. [REQUIRED IN ALL CONTRACTS AFTER JANUARY 1, 2021]  
In compliance with Section 448.095, Fla. Stat., Seller and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. If Seller enters into a contract with a subcontractor, the subcontractor must provide Seller with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Seller shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.
  
- b. The COUNTY, Seller, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

- c. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Seller otherwise complied, shall promptly notify Seller and order Seller to immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such.
- e. *Subcontracts.* Seller or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Seller shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

17. Any copy of this Agreement fully executed by the County and the Seller, whether printed or electronically scanned or otherwise duplicated, shall be as authentic and effective as an original for any purpose whatsoever.

18. The Seller certifies the signature of its corporate officials to this Agreement below has been duly authorized by the Seller pursuant to a corporate act or other official action of the SELLER pursuant to its Articles of Incorporation, bylaws, or as otherwise provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

**REVIEWED BY**

Krysti L.  
Brotherton


Digitally signed by Krysti L.  
Brotherton  
Date: 2021.02.04 14:52:20  
-05'00'

Krysti L. Brotherton  
Purchasing Manager

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

  
Taryn Kryzda  
County Administrator

**WEST OF OLE ENGLAND, INC.**

  
Klayton Graves  
Secretary

**APPROVED AS TO FORM & LEGAL  
SUFFICIENCY BY COUNTY ATTORNEY**


  
Sarah W. Woods  
County Attorney

EXHIBIT A

RFB2021-3289

**SAFETY BOOTS & SUPPLIES**

DESCRIPTION	% DISCOUNT (OFF LIST PRICE)
Safety boots & shoes	15%
Personal Protective Equipment	n/a
Other items not listed in catalog/special orders	n/a

Address (physical location) of boot/shoe vendor:  
646 SE Monterey Road, Stuart, FL 34994

**INSTRUCTIONS**

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids in any other format will not be accepted.

Company Name  
West of Ole England, Inc.

Name of Authorized Representative (Print)  
Klayton Graves

Street Address  
646 SE Monterey Road

Title  
Secretary

City, State, Zip  
Stuart, FL 34994

E-mail Address  
[Accounting@westoleengland.com](mailto:Accounting@westoleengland.com)

Telephone  
888-586-0099

Authorized Signature  
