

## **AGREEMENT FOR APPAREL FOR LEE COUNTY**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Promotional Designs Inc., a Wisconsin corporation authorized to do business in the State of Florida whose address is 2280 S. Ashland Ave. Greenbay, WI 54304, and whose federal tax identification number is 39-1746223, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase silk screen services, embroidery services and apparel (i.e. short sleeve shirts, long sleeve shirts, jackets, baseball caps, pants, jeans, and shorts) from the Vendor in connection with "Apparel for Lee County" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B210356MIF on October 26, 2021 (the "Solicitation"); and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on December 15, 2021; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

### **I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Work and Specifications is set forth in Sections 1 through 23 of the Scope of Work and Specifications Section of B210356MIF, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B210356MIF, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

### **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period, as further described in this Agreement, on an as needed basis for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of the renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the 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 services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

#### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

#### **V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

#### **VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

**VIII. RESPONSIBILITIES OF THE VENDOR**

A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.

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

C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [PRRCustodian@leegov.com](mailto:PRRCustodian@leegov.com); <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

## **IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

## **X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

## **XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

## **XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship

or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

**XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.



- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:	
Name:	<u>Brian Katers</u>	Names:	<u>Roger Desjarlais      Mary Tucker</u>
Title:	<u>Vice President</u>	Titles:	<u>County Manager      Director of Procurement Management</u>
Address:	<u>2280 S. Ashland Ave.</u> <u>Greenbay, WI 54304</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>
Telephone:	<u>920-593-2677</u>	Telephone:	<u>239-533-2221      239-533-8881</u>
Facsimile:	<u>920-405-2655</u>	Facsimile:	<u>239-485-2262      239-485-8383</u>
E-mail:	<u>brian@promotionaldesigns.com</u>	E-Mail:	<u>rdesjarlais@leegov.com      mtucker@leegov.com</u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
  2. County's Purchase Order
  3. Solicitation
  4. Vendor's Submittal in Response to the Solicitation

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

**PROMOTIONAL DESIGNS INC.**

Signed By: Brian Katers  
Print Name: Brian Katers

Signed By: Lynn Katers  
Print Name: Lynn Katers  
Title: President  
Date: 1-3-2022



**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
CHAIR

DATE: 2/3/22

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: [Signature]

**DEPUTY CLERK**

Commissioner Cecil L. Pendergrass, Chairman  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: [Signature]  
OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A**

### **SCOPE OF WORK AND SPECIFICATIONS**

VER 08-20-2020

#### **SCOPE OF WORK AND SPECIFICATIONS**

**1. GENERAL SCOPE OF WORK**

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide supplying of silk screen services, embroidery services and apparel (i.e. short sleeve shirts, long sleeve shirts, jackets, baseball caps, pants, jeans, and shorts).

**2. DESCRIPTION & ESTIMATED EXPENDITURE**

- 2.1. The County intends to purchase apparel under this Agreement, for various locations throughout Lee County, FL. The need exists to have a proper source of supply that is responsive, readily available and able to meet the County requirements with minimum delay in acquisition and/or delivery. Since the departments of the County maintain a minimal inventory, these items are procured on an "as required" or "emergency" basis only, and delays in acquisition are not acceptable.
- 2.2. Expenditures for the last fiscal year have been estimated at \$380,000. This figure is given strictly as an estimate for potential Vendors and for bidding purposes only. A wide variance in actual expenditures can be expected due to "as necessary" or "emergency" procurement habits. Therefore, no guarantee is given or implied as the total quantity or dollar values of this bid. The County is not obligated to place any order with the Vendor. Contract awards will only guarantee a specific source of supply for the County and will not guarantee or obligate total dollar expenditure.
- 2.3. All departments are encouraged to refer to websites, catalogs and discounts of participating Vendors of this bid, in their attempt to fill their requirements at the lowest net prices.

**3. VENDOR PERFORMANCE**

- 3.1. The Vendor shall maintain an acceptable level of satisfactory service throughout the duration of the contract. To ensure the security of this level of performance, the County reserves the right to withhold any monies owed to a Vendor who is not performing satisfactorily, fails to provide specific services, or any reason deemed necessary by the County. Reason for any withholdings will be provided to the Vendor in writing along with an acceptable time frame the Vendor has to fulfill any and all of the reasons to bring the level of service back to satisfactory. If services are not corrected within the time frame allocated by the ordering department or its designee, then contract may be terminated. Furthermore, the County has the right to subcontract any costs incurred to the County from the invoices or monies owed due to the unsatisfactory performance of Vendor. The withholding of any monies and the subtraction of cost/fees incurred will be used at the discretion of the County.
- 3.2. If no monies are owed to a Vendor and performance levels are below satisfactory then termination of contract as outlined in this Agreement will apply.

**4. NEW MATERIAL**

- 4.1. Unless otherwise provided for in this specification, the Vendor represents and warrants that the goods, materials, supplies, or components offered to the County under this bid are new, not used or reconditioned, are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. No irregulars or seconds will be accepted.

**5. COUNTY LOCATIONS**

- 5.1. Vendor shall note that the County has multiple locations, which may place orders for apparel under this bid. The prices submitted by the Vendor under this Agreement will be held and shall be applied for/to any County location. Vendor shall deliver to all locations within the County.

**6. ACCEPTANCE**

- 6.1. It is the County's responsibility to thoroughly inspect the product(s) prior to acceptance. Delivery of product(s) to a County site however does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product(s) meets contract specifications and requirements listed in this document.

**5. RIGHT TO REQUIRE PERFORMANCE**

5.1. The failure of the County at any time to require performance by the Vendor of any provision herein shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision herein be taken or held to be waiver of any succeeding breach of such provision or as a waiver of any provision itself.

**6. PRICING / DISCOUNTS**

6.1. Vendor shall provide a flat percentage discount that will be applied to items on the Vendor's website list pricing or current catalog list pricing. All prices or discounts submitted under this bid shall be quoted F.O.B. destination, include delivery to any County site and shall be firm for the duration of the contract. Destination location will be given at time of order, some County locations are multi story buildings with elevators, and the County designee will give direction of where to drop off the deliveries.

**7. AREA SALES REPRESENTATIVE**

7.1. During the course of the contract, the Vendor may be asked to provide quotes, answer questions and in general, assist the County employees with ordering items under this bid. Due to this need, Vendor should provide a sales representative/contact information for ease of the County use and availability of the Vendor. Information shall include name, telephone, fax number, and email address of the company sales representative.

**8. SCREEN-PRINTING**

8.1. Screen-printing shall be applied with a minimum 401b. PSI, heat minimum of 425 degrees Fahrenheit. Screening process must be able to successfully complete repeated laundry cycles without significant cracking, peeling, or loss of ink from screened areas. Apparel that does not comply with these criteria shall be replaced/exchanged at Vendor's expense.

**9. SIZING**

9.1. Vendor must be able to supply size range from Extra Small, XS, up oversized (Big & Tall) shirts up to 5X (chest and waist) and 5X-Tall (shoulder and hem) on designated items. Vendor must be able to supply the entire designated size range from Extra Small, XS, up to 5X in order to be compliant with bid.

**10. SAMPLE SWATCH**

10.1. Upon written request of the County, the Vendor must submit a sample square, 4"x 4" embroidery and screen-print that are a representative of quality to include front & back views.

10.2. All embroidery ordered items must have a backing for stitching inside the shirt.

**11. SCREENPRINT FONT**

11.1. Upon written request, the Vendor shall provide three (3) separate renderings of the lettering in order that the County ordering department may choose a new style for future use.

**12. PROOFING**

12.1. A sample and approval by the end user of logo artwork is required before screen-printing or embroidery of entire order begins. If an order differs from an approved sample, the order will not be accepted. The County is not liable for costs of orders or expenses related to orders placed or created that have not received proper approval of the end user/ordering department before screen-printing or embroidery.

### 13. EMBROIDERY

- 13.1. On the bid form/fee schedule, indicate the one-time cost for the logo embroidery set ups, if applicable. The County shall retain ownership of all created embroidery artwork associated with County orders. The Vendor shall be responsible for providing a sample sew out for the ordering department's approval prior to any work being done under the contract.

### 14. OTHER SERVICES

- 14.1. Vendor's fees shall include all delivery charges for picking up artwork, proofs, delivery of proofs, and shipping of product.

### 15. PRICE ADJUSTMENT

- 15.1. All submitted pricing shall be held firm for one (1) year after date of award. Any price changes thereafter must include supporting documentation from the manufacturer stating the anticipated increase amount and all other requirements. Any price changes requested are subject to negotiation. Please be aware that the County reserves the right to request invoice copy paid to manufacturer to verify price increase. No multiple price adjustments for the same item will be allowed. Exceptions may be considered with appropriate supporting manufacturer's or wholesaler's documentation, subject to review and acceptance. The County is not obligated to accept price adjustment requests and reserves the right to accept or reject request in part or in whole.

### 16. SET-UP CHARGE

- 16.1. Vendor shall charge one (1) set-up fee per logo/design. Future and/or repeat orders of a prior purchase shall NOT be subject to a set-up charge. The County shall retain all artwork.

### 17. ADDITIONAL ITEMS

- 17.1. The County reserves the right to negotiate pricing with the Vendor to supply any additional product items that may be added after execution of the Agreement. Acceptance will be based on existing cost parameters. The Vendor shall supply a current year catalog (printed or electronic) of all items sold.

### 18. NO SUBSTITUTION

- 18.1. Any item that states "No Substitution" means that only the specified brand/product item will be accepted.

### 19. DISCONTINUED ITEM

- 19.1. After bid award, if an item becomes discontinued and no longer available to stock, Vendor shall document in writing the cause and offer an alternative/substitution for approval within 10 calendar days.

### 20. REPLACEMENTS

- 20.1. Replacements of discontinued or extended (extended meaning longer than 45 calendar days) out-of-stock items may be replaced with the same style as the clothing that is being replaced. Vendor shall provide written documentation for acceptance by the County department authorized designee prior to substitution.

### 21. COLORS

- 21.1. Unless specified, upon the Vendor shall supply all color names available for awarded item(s) at same unit cost.

### 22. MINIMUM ORDER REQUIREMENTS

- 22.1. The County shall have a minimum order of five (5) items per order in any combination.

### 23. ERRORS/MISPRINTS

- 23.1. Any Vendor errors or misprints and the resulting production are NOT the responsibility of the County and will NOT be accepted or compensated for. Any shipping charges due to the Vendor error or defects are the Vendor's responsibility and will not be charged to the County.

End of Scope of Work and Specifications Section

### SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

#### 1. PROJECT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the County requesting Department(s) the Apparel products and services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

#### 2. BASIS OF AWARD

- 2.1. It is the County's intent to award to a library of Vendors that are responsive, responsible, and meet the County requirements and specifications. This will allow individual departments and divisions to use the Vendor that has the needed product that best supports the department's need. The County reserves the right to purchase the product or service listed in this bid elsewhere at its sole discretion.

- 2.2. Under Category 1, Vendor is encouraged to provide a listing of manufacturers' catalogs they carry or have access to with an associated Discount Percentage Off the industry standard manufacturer price per catalog listed. There is no limit to the number of catalogs the Vendor chooses to list on the bid form.

- 2.2.1. Discount Percentage Off must be provided as a whole discount percentage (IE: 25% off for Dickies Catalog/Manufacturer). The County will not accept a "range" discount percentage off listed per manufacturer (IE: 10% - 25% off for Dickies Catalog/Manufacturer). Where a "range" discount percentage is bid/listed the County may deem the associated Vendor Non-Responsive at its sole discretion.

- 2.3. Under Category 2, Vendor is requested to provide unit prices for items listed where and as applicable to the services the Vendor is able to provide to the County. Where Vendor cannot provide such services it is requested the Vendor indicate "Not Applicable" or "Not Available" for the Price. Where Vendor can provide such services, but does not charge for such services, it is requested the Vendor indicate "No Charge" or "Included at No Charge" for the Price.

- 2.4. Sample Swatches and/or Screenprint Fonts may be requested at the discretion of the County as part of the County Due Diligence and Award process. The Vendor shall promptly respond to any Sample Swatch or Screenprint Font requests.

#### 3. INVOICING

- 3.1. Invoicing must show manufacturer, material ordered (embroidery/screen-print), unit of measure and quantity ordered along with percentage off.

- 3.1.1. Invoicing shall state the one (1) set-up fee per logo/design and must be listed as a separate line item on the Vendor's quote when requested for a project.

- 3.2. Materials shall be invoiced showing the cost of materials and final cost to the County based on percentage discount off provided in the bid schedule and Vendor's associated Agreement Fee Schedule.

- 3.2.1. In order to verify material costs accurately, the invoice shall be accompanied by the invoices from the Vendor's supplier for the materials used in the project. All information necessary to accurately verify all costs incurred by the County shall accompany the Vendor's invoice. If the County cannot assess accurately the costs for any project, payment shall be held until the Vendor substantiates all its invoiced charges. A current invoice shall be provided to verify the materials costs, but if for some reason this cannot be done the County representative shall determine the cost of the material.

- 3.2.2. Materials that the Vendor has in stock and not specifically purchased for a County project does not need to have back-up attached unless the County deems the cost for the item to be substantial. When the County so deems the cost to be substantial, County will request back-up for the item in question.
- 3.2.3. County reserves the right to waive price verification of material only when and as deemed in its best interest and at its sole discretion.
- 3.3. The Vendor shall, at no cost to the County, provide the necessary product catalogs (preferably e-catalogs with on-line access) to identify purchased goods and to verify the cost of such goods. Failure to provide or maintain necessary product catalogs to verify cost of parts purchased may result in delays to payment or denial of payment.
- 4. WEBSITES/CATALOGS
  - 4.1. Vendor must submit on the bid sheet, website addresses for on-line pricing and/or catalog name(s) with the bid and/or the best methods to view inventory or pricing (i.e. manufacturer website, printed catalog or other). If a catalog is printed Vendor may submit with its bid. If no catalog is available, Vendor shall indicate the best website or inventory list that is available. The information will help assist the County in its award process to view the variety of items the Vendor is capable of handling and to gain an idea of warehouse capabilities.

END OF SPECIAL CONDITIONS



Procurement Management Department  
2115 Second Floor, 1<sup>st</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

Posted Date: November 18, 2021

Solicitation No.: B210356MIF

Solicitation Name: Apparel for Lee County

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a ~~strikedthrough~~ represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	We work more with suppliers of apparel and not directly with the manufacturers of our garments.  Can we offer a % Discount on our supplier's list price?
Answer	Yes, a Percentage Discount on a Vendor supplier's list price is acceptable. Vendor is encouraged to provide a listing of manufacturers' catalogs they carry or have access to with an associated Discount Percentage Off the industry standard manufacturer price per catalog listed. There is no limit to the number of catalogs the Vendor chooses to list on the bid form.
2.	Can you send a picture of the logo that will be used for the embroidery?
Answer	The County has multiple department logos available but the current general County logo is that which is present in the solicitation package. Each department may have a separate County approved logo. If embroidery is requested, the requesting department will supply the required logo and the Vendor will work on a proof approval process with the project-sponsoring department.
3.	On page 25 number 3 question, can I put see appeal price sheet on the line? Do my address have to match on Detail by entity name ( <a href="http://sunbiz.org">sunbiz.org</a> form), Business tax receipt, and Articles of organization? I'm just waiting for my renewal on <a href="http://sunbiz.org">sunbiz.org</a> and I will update my address
Answer	Yes, you may list "See Apparel Price Sheer" on line 3 of page 25.  No, the address does not need to match on Detail by Entity Name ( <a href="http://sunbiz.org">sunbiz.org</a> form), Business Tax Receipt and Articles of Organization by time of Bid Opening. Such information must be relevant and valid information of your Company, but is not required to match as aforementioned.
4.	On page 25 for the Apparel for Lee County bid, On line 3, can I put see apparel price sheet? I would like to know do my address on the Articles of Organization, <a href="http://Sunbiz.org">Sunbiz.org</a> , and on the Lee County bid have to be the same? If the answer is yes, I am waiting on the renewal on <a href="http://Sunbiz.org">Sunbiz.org</a> so I can update my information. I would like to know can I still turn in the Lee County bid.
Answer	Please reference Question 3.



5.	On page 25 of the Apparel for Lee County, I will like to know what can I put down on line 1-3 please.
Answer	<p>Vendor shall indicate on lines 1-3 as found on page 25 the source (price guide) for which the County will be able to verify pricing. If a price guide listed does not apply, the Vendor may then put "N/A" for non-applicable. If the price guide does apply, then indicate how you will submit that price list to the County. Price verification tools can be in the form of a CD, Link, USB or Printed List.</p> <p style="text-align: center;"><b><u>PRICING VERIFICATION / PRICE GUIDES</u></b></p> <p>As Vendor shall maintain a catalog prices, current trade services price schedule, or an established manufacturer's price list that is easily accessible to the County for verification of pricing and invoicing purposes, please indicate below what method manufacturer pricing may be verified with your company. It shall be noted that web-based catalogs are preferred.</p> <p>1) Web-Based Catalog Price: <u>Shoppdi.com/leecounty</u> Write website address</p> <p>2) Trade Services Price Schedule: _____ (Attach as necessary) Indicate how to be accessed (print, CD, Link, other)</p> <p>3) Established Manufacturer Price List: _____ (Attach as necessary) Indicate how to be accessed (print, CD, link, other)</p>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

Miguel Flores  
Procurement Analyst  
Procurement Analyst Direct Line: 239-533-8835  
Lee County Procurement Management

**EXHIBIT B**  
**FEE SCHEDULE**

APPAREL FOR LEE COUNTY

Category 1: Apparel Price Sheet

Listed Manufacturer with Percentage Discount

Item	Manufacturer	% Discount Off of Manufacturers' List Price
1	San Mar	23%
2	S&S	23%
3	Alpha Broder	23%
4	Blue Generation	23%
5	Badger Sports	23%
6	Edwards Garments	20%
7	Liberty Uniforms	20%
8	RedKap / VF / Dickies	20%
9	Tri Mountain	23%
10	Portwest	17%
11	Occunomix	20%
12	Bimini Bay	20%
13	Elbecco	17%
14	Global Glove	17%
15	Propper	17%

Category 2: Embroidery/Screenprinting Price Sheet

One Time Setup Charge			\$	Included No Charge
Embroidery/Screenprint	Quantity	Unit of Measure		Price
Embroidery: Additional Name/Title line, 1-color	1	EA	\$	3.75
Screenprint: Additional Name/Title line, 1-color	1	EA	\$	2.25
Embroidery: Additional Logo, 1-color	1	EA	\$	3.75
Embroidery: Additional Logo, 2-color	1	EA	\$	3.75
Screenprint: Additional Logo, 1-color	1	EA	\$	2.25
Embroidery: Additional Logo, 4-color	1	EA	\$	3.75
Screenprint: Additional Logo, 4-color	1	EA	\$	2.75
Screenprint: Back Shoulder, 1-color	1	EA	\$	2.25
Screenprint: Full Back, 1-color	1	EA	\$	2.25
Screenprint: Leg, 1-color	1	EA	\$	2.25
Screenprint: Sleeve, 1-color	1	EA	\$	2.25

\*\*\*Price before discount must be verifiable. Supporting documents such as quotes, receipts, invoices, published pricing, etc. will be required to verify cost.

## EXHIBIT C

### INSURANCE REQUIREMENTS

VER 08-20-2026

#### INSURANCE GUIDE



#### Lee County Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
  - \$1,000,000 products and completed operations
  - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
  - \$1,000,000 combined single limit (CSL) or
  - \$500,000 bodily injury per person
  - \$1,000,000 bodily injury per accident
  - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
  - \$500,000 per accident
  - \$500,000 disease limit
  - \$500,000 disease - policy limit

*\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Farm Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Revised 3/19/2018 - Page 1 of 2



**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902
  - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.*

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

Revised 3/19/2018 – Page 2 of 2

End of Insurance Guide Section

## EXHIBIT D

### VENDOR BACKGROUND SCREENING AFFIDAVIT



### VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

**Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit.** I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

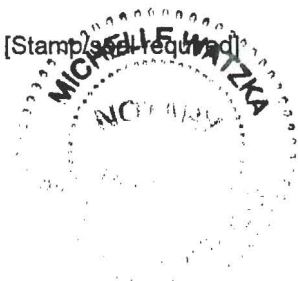
Date: 1-3-2022

Lynn Katers  
Signature

STATE OF WI  
COUNTY OF Brown

Lynn Katers President  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 3rd day of January, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: drivers license



Michelle Matzka  
Signature, Notary Public