

**AGREEMENT FOR
APPAREL FOR LEE COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, 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 Avenue Green Bay Wisconsin, 54304, and whose federal tax identification number is 391746223, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase silk screen services, embroidery services and apparel from the Vendor in connection with "Apparel for Lee County" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B170027DKR on July 19, 2017; 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 October 13, 2017; 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 in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B170027DKR, a copy of which is 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 execution by both the County and the Vendor and continue for a period of one (1) year. This Agreement may be renewed for up to three (3) additional, one (1) year periods upon the mutual written agreement of both parties.

- 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 Solicitation No. B170027DKR, 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 work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order 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 nonappropriation 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 address indicated on the purchase order 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 A- Class VII 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, publicrecords@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.

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.

- 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 fifteen (15) 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 subcontracts 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. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. 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.

XVI. 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. 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</u>	<u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>2280 S. Ashland Ave</u> <u>Green Bay, WI</u> <u>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</u>	<u>239-533-8881</u>
Facsimile:	<u>920-593-2677</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>brian@promotionaldesigns.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. 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 No. #B170027DKR
4. Vendor's Submittal in Response to Solicitation No. #B170027DKR

[The remainder of this page intentionally left blank.]

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

WITNESS:

PROMOTIONAL DESIGNS INC.

Signed By: Brian Katers

Signed By: Lynn Katers

Print Name: Brian Katers

Print Name: Lynn Katers

Title: CEO

Date: 11-8-17

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

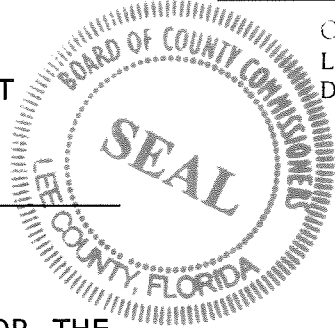
BY: [Signature]
CHAIR

DATE: 1-14-18

Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

18 JAN 18 AM 11:54

EXHIBIT A SCOPE OF SERVICES

Ver-1602502016

SCOPE OF WORK

DESCRIPTION & ESTIMATED EXPENDITURE

Lee County intends to purchase apparel under this Invitation to Bid, for various sites located throughout Lee County. The need exists to have a proper source of supply that is responsive, readily available and able to meet Lee County requirements with minimum delay in acquisition and/or delivery. Since the departments of Lee County maintain a minimal inventory, these items are procured on an "as required" or "emergency" basis only, and delays in acquisition are not acceptable.

Expenditures for the last fiscal year have been estimated at \$117,000.00 This figure is given strictly as an estimate for potential bidders 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. Lee County is not obligated to place any order with vendors participating in this bid. Contract awards will only guarantee a specific source of supply for Lee County and will not guarantee or obligate total dollar expenditure.

All departments will be 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.

CONTRACTOR PERFORMANCE

Contractor(s) shall maintain an acceptable level of satisfactory service throughout the duration of the contract. To insure the security of this level of performance, Lee County reserves the right to withhold any monies owed to a contractor who is not performing satisfactorily, fails to provide specific services, or any reason deemed necessary by Lee County. Reason for any withholdings will be provided to the Contractor in writing along with an acceptable time frame the Contractor 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, Lee County has the right to subcontract any costs incurred to Lee County from the invoices or monies owed due to the unsatisfactory performance of Contractor. The withholding of any monies and the subtraction of cost/fees incurred will be used at the discretion of Lee County.

If no monies are owed to a contractor and performance levels are below satisfactory then termination of contract as outlined in this bid will apply.

NEW MATERIAL

Unless otherwise provided in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to Lee 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.

LEE COUNTY SITES

Bidder shall note that Lee County has multiple sites, located within Lee County, Florida, that may place orders for apparel under this bid. The prices submitted by bidders under this bid will be held for any Lee County site. Contractor shall deliver to all sites within Lee County.

EXHIBIT A SCOPE OF SERVICES

Ver 10252016

ACCEPTANCE

It is Lee County's responsibility to thoroughly inspect the product(s) prior to acceptance. Delivery of product(s) to a Lee 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.

RIGHT TO REQUIRE PERFORMANCE

The failure of Lee County at any time to require performance by the contractor of any provision herein shall in no way affect the right of Lee County thereafter to enforce same, nor shall waiver by Lee 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.

WEBSITES/CATALOGS

All bidders 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 bidder may submit with its bid. If no catalog is available, bidder shall indicate the best website or inventory list that is available. The information will help assist Lee County in its award process to view the variety of items the bidder is capable of handling and to gain an idea of warehouse capabilities.

PRICING / DISCOUNTS

Bidders are to bid 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 Lee 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, the County designee will give direction of where to drop off the deliveries.

AREA SALES REPRESENTATIVE

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

SCREEN-PRINTING

Screen-printing shall be applied with a minimum 40lb. PSI, heat minimum of 425 degrees F. 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.

SIZING

Bidder 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. Bidder must be able to supply the entire designated size range from Extra Small, XS, up to 5X in order to be compliant with bid.

EXHIBIT A SCOPE OF SERVICES

Ver 10252016

SAMPLE SWATCH

Bidder must submit a sample square, 4"x 4" embroidery and screen-print that are a representative of quality to include front & back views. ***NOTE: All embroidery ordered items must have a backing for stitching inside the shirt.

SCREENPRINT FONT

Awarded vendor(s) is requested to provide three (3) separate renderings of the lettering in order that the department may choose a new style for future use.

PROOFING

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.

EMBROIDERY

On the bid form, indicate the one-time cost for the logo embroidery set ups, if applicable. At the conclusion of this bid Lee County shall retain ownership of the embroidery artwork.

The awarded vendor will be responsible for providing a sample sew out for the ordering department's approval prior to any work being done under the contract.

OTHER SERVICES

Include in bid all delivery charges for picking up artwork, proofs, delivery of proofs, and shipping of product.

PRICE ADJUSTMENT: 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 Lee 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. Lee County is not obligated to accept price adjustment requests and reserves the right to accept or reject request in part or in whole.

SET-UP CHARGE:

Bidder 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. Lee County shall retain all artwork.

EXHIBIT A SCOPE OF SERVICES

Ver 110252016

ADDITIONAL ITEMS

Lee County reserves the right to negotiate pricing with awarded vendor(s) to supply any additional product items that may be added after the bid award. Acceptance will be based on existing cost parameters. Awarded vendor(s) shall supply a current year catalog (printed or electronic) of all items sold.

NO SUBSTITUTION:

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

DISCONTINUED ITEM:

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.

REPLACEMENTS:

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. Contractor shall provide written documentation for acceptance by Lee County department authorized designee prior to substitution.

COLORS:

Unless specified, upon award contractor shall supply all color names available for awarded item(s) at same unit cost.

THERE MINIMUM ORDER REQUIREMENTS

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

ERRORS/MISPRINTS:

Any contractor errors or misprints and the resulting production are NOT the responsibility of Lee County and will NOT be accepted or compensated for. Any shipping charges due to the contractors error or defects are the contractors responsibility and will not be charged to the County.

**EXHIBIT B
FEE SCHEDULE**

The Vendor is the primary vendor for work under Solicitation No. B170027DKR. The County shall issue work to the primary vendor first; then, if primary vendor is unable to provide the product or services in the time required by the County, work may be issued to the secondary vendor. The work is to be charged in accordance with the discounts and rates provided below.

Catalog(s)	Percentage Discount
Dickies	25%
Red Kap	25%
Carhartt	25%
San Mar	25%
Cherokee	25%
Liberty Uniforms	25%
Edwards	25%
Tri Mountain	25%
Badger Sportswear	30%
Blue Generation	25%

One Time Setup Charge \$35.00

Embroidery/Screenprint	Quantity	Unit of Measure	Price
Embroidery: Additional Name/Title line, 1-color	1	Each	\$3.75
Screenprint: Additional Name/Title line, 1-color	1	Each	\$3.75
Embroidery: Additional Logo, 1-color	1	Each	\$4.00
Embroidery: Additional Logo, 2-color	1	Each	\$4.00
Screenprint: Additional Logo, 1-color	1	Each	\$2.25
Embroidery: Additional Logo, 4-color	1	Each	\$3.75
Screenprint: Additional Logo, 4-color	1	Each	\$2.75
Screenprint: Back Shoulder, 1-color	1	Each	\$2.25
Screenprint: Full Back, 1-color	1	Each	\$2.25
Screenprint: Leg, 1-color	1	Each	\$2.25
Screenprint: Sleeve, 1-color	1	Each	\$2.25

**EXHIBIT C
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, contractual liability exposures with minimum limits of:

\$500,000 per occurrence
\$1,000,000 general aggregate
\$500,000 products and completed operations
\$500,000 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:

\$500,000 combined single limit (CSL) or
\$300,000 bodily injury per person
\$500,000 bodily injury per accident
\$300,000 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:

\$100,000 per accident
\$100,000 disease limit
\$500,000 disease – policy limit

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

EXHIBIT C INSURANCE REQUIREMENTS

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. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ryan Abel	CONTACT NAME: Sentry Customer Service	FAX (A/C. No): 800-514-7191
	PHONE (A/C. No. Ext): 800-295-6919	
	EMAIL ADDRESS: businessproducts_direct@sentry.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentry Insurance a Mutual Company	24988
INSURED Promotional Designs Inc 2280 S Ashland Ave Green Bay, WI 54304-4802	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 997919 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		2555636003	12/15/2017	12/15/2018	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			2555636004	12/15/2017	12/15/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person)				\$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)				\$	
			PROPERTY DAMAGE (Per accident)				\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		2555636005	12/15/2017	12/15/2018	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED	RETENTION \$					PRODUCTS - COMP/OP AGG	\$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2555636006	12/15/2017	12/15/2018	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Lee County Board of County Commissioners PO Box 398 Fort Myers, FL 33902-0398	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:
--	---



AGENCY CUSTOMER ID: XXXXXX6223

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 2 of 2

AGENCY Ryan Abel		NAMED INSURED Promotional Designs Inc	
POLICY NUMBER 2555636003		EFFECTIVE DATE: 12/15/2017	
CARRIER Sentry Insurance a Mutual Company	NAIC CODE 24988		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Lee County Board of County Commissioners Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials	1500 Monroe St, 4th Floor Fort Myers, FL 33901 Description: Going onsite for sales calls.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Change effective 01/02/2018

CG 20 10 04 13

2555636

Sentry Insurance a Mutual Company

© Insurance Services Office, Inc., 2012

Page 1 of 2

01/04/2018

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.