

**AGREEMENT
BETWEEN CITY AND CONTRACTOR
SOLICITATION #Q2012107/UNI-APPAREL/1213**

THIS AGREEMENT is dated as of the 1st day of February in the year 2013 by and between:

The City of Punta Gorda
326 West Marion Avenue
Punta Gorda, FL 33950
(941) 575-3302

(Hereinafter called **CITY**) and

SP Designs & Mfg Inc
1215 SE 10th St
Cape Coral, FL 33990
(239) 424-8060

(Hereinafter called **CONTRACTOR**)

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, and CONTRACTOR'S Submittal Package and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

CONDITIONS OF WORK/PURCHASE: All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of the Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. Only the CITY's appropriate Change Order Authority can make changes or modifications by issuance of an official change notice.

ARTICLE 1. - WORK

All work to be performed in accordance with the Agreement Documents, Exhibit A and shall be completed in a timely and professional manner. The Work/Commodities under the Agreement Documents may be the whole or only a part is generally described as follows:

SCREEN PRINTED OR EMBROIDERED HATS, JACKETS AND SHIRTS

EMERGENCY EVENT OPERATIONS CONTINGENCY - The CITY reserves the right to request and utilize the Contractor's services under this Agreement during Emergency Events as may be deemed necessary by the City.

ARTICLE 1. - COMMODITIES

Furnish and deliver all commodities in accordance with the Agreement Documents at the unit prices stated in Exhibit A to this Agreement.

ARTICLE 2. – CITY STAFF RESPONSIBILITIES

CONTRACT MANAGER - The Procurement Manager or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of the Agreement.

CONTRACT ADMINISTRATOR –Jane Dalrymple, Sr Purchasing Agent II, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

ARTICLE 3. – TERM AGREEMENT

A. AGREEMENT TERM: This Agreement shall be for a three (3) year period, which shall commence on January 26, 2013. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the Bidder. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds.

1. The CITY reserves the right to discontinue the contract in any year of a renewal period if it is deemed to be in the best interest of the CITY.

B. NON-EXCLUSIVE AGREEMENT: No Guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end Agreement. Estimated quantities will be used for evaluation comparison purposes only.

C. ORDERING: The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the CONTRACTOR is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. SEPARATE PURCHASE ORDER: CONTRACTOR will receive a separate purchase order as commodities and/or services are required, at prices quoted per the Agreement.

E. APPROPRIATION OF FUNDS: If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

ARTICLE 4. – DELIVERY TIMEFRAME

The CITY and the CONTRACTOR mutually agree to a delivery timeframe of 14 calendar days for delivering of commodities, which shall begin after receipt of a valid order.

Delivery of materials shall be between the hours of 8:00 a.m. – 2:30 p.m., Monday through Friday to the CITY's Receiving Warehouse, 3130 Cooper Street Unit 209, Punta Gorda, Florida, 33950. In the event delivery is attempted outside of the above referenced delivery time frame, the CITY will not be responsible for any additional expenses incurred for re-delivery. Each delivery is to include a packing slip clearly annotating the purchase order number, quantity, part number, and description. Items are to be properly identified with part numbers. CONTRACTOR shall be responsible for all items covered within this contract until they are delivered and accepted at the designated delivery point (F.O.B. Destination). CONTRACTOR shall bear all risk on rejected or damaged items after notice of rejection. Such items must be removed by and at the expense of the CONTRACTOR.

ARTICLE 6. – CANCELLATION OF CONTRACT

A. CANCELLATION CLAUSE: This Agreement may be terminated by CITY or the CONTRACTOR should CONTRACTOR or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONTRACTOR may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONTRACTOR a reasonable period of time to cure the noncompliance.

B. The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the City's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

ARTICLE 7. – AGREEMENT PRICING

A. DELIVERED PRICES: Agreement prices are FREIGHT PREPAID AND ALLOWED/DESTINATION: CITY's Receiving Warehouse, 3130 Cooper Street Unit 209, Punta Gorda, Florida, 33950. Agreement prices shall be inclusive of all freight, handling, delivery, surcharges, or any other incidental charges that may be required for the completion of the contract. Agreement price schedule is defined in Exhibit A.

B. FIXED PRICE TERM: CONTRACTOR agrees to supply the CITY the items and/or services listed at firm delivered prices for the first year of the initial contract.

C. Minimum percent discount from retail price list shall remain fixed for the term of the Agreement.

D. PRICE ADJUSTMENTS:

1. MAXIMUM PERCENTAGE INCREASE: The CONTRACTOR and the CITY have agreed to establish a maximum percentage increase for the second and third years of the initial Agreement. The CONTRACTOR shall be responsible for providing written documentation supporting the requested increase to the CONTRACT ADMINISTRATOR in accordance with the Price Adjustment terms stated in this Article.

- a. Second year of the initial Agreement's maximum percentage increase is defined as 0%.
- b. Third year of the initial Agreement's maximum percentage increase is defined as 0%.

2. The CITY will allow one (1) price adjustment in the second year of the initial Agreement and one (1) price adjustment in the third year of the initial Agreement. It will be at the CITY's discretion to continue the second and/or the third year of the initial contract. However, additional consideration by the CITY may be given for extreme and unforeseen volatility in the marketplace as specified in section relating to "Equitable Adjustments".

3. Price adjustments during the second and third year of the initial Agreement will be allowed, but shall not exceed the maximum percentage increase proposed for that period. The requested adjustment must be that of general industry. In this event, written notification from the manufacturer stating the percentage of increase must be forwarded to the CONTRACTOR ADMINISTRATOR. This request will become effective thirty (30) days from the date the notice was received by the CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date (thirty (30) days from the CITY receipt of request). The CONTRACTOR's requested percentage increase must not exceed that of the manufacturer. If the CONTRACTOR fails to justify the requested increase, the CITY reserves the right to reject the price increase and cancel the balance of the contract.

4. Equitable Adjustments: The CITY may, in its sole discretion, make an equitable adjustment in the Agreement terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the CONTRACTOR'S control; (2) the volatility affects the marketplace or industry, not just the particular Agreement source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the CONTRACTOR that continued performance of the Agreement would result in a substantial loss. Any and all equitable adjustments may be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the CONTRACT ADMINISTRATOR to determine if the reason for adjustment is still valid. If the reason for the adjustment is no longer valid, the CITY will terminate the adjustment and notify the CONTRACTOR.

5. The CITY reserves the right to negotiate the contract if the prices exceed the current marketplace.

6. CONTRACT RENEWAL

- a. Price adjustment, during the optional renewal period, will be allowed. However, the CITY will allow only one (1) adjustment for each year of the renewal period. Requirements for requesting a price adjustment shall be in accordance with the Price Adjustments section above and subject to CITY approval.
- b. The CITY reserves the right to negotiate the contract if the prices exceed the current marketplace.

ARTICLE 8. – INVOICING/PAYMENT TERMS

- A. The payment terms agreed upon by the CITY and CONTRACTOR are Net 45. The method of payment is by credit card.
- B. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.
- C. INVOICES: Invoices shall bear upon their face the Purchase Order number. Invoices must state that they cover, as the case may be, complete or partial delivery, and must show units and unit prices. Invoices will not be paid unless and until the requirements have been fully met. Unit prices shall include all transportation and delivery charges and must be prepaid in full to destination.
- D. PRICE/SALES TAX: Unless otherwise specified herein, the unit prices herein do not include sales or use tax.

ARTICLE 9. – WARRANTY/GUARANTEES

- A. COVENANT AGAINST GRATUITIES: CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it could pursue in the event of CONTRACTOR's default.
- B. PRODUCTS WARRANTY. Product or material shall be warranted against any defects in materials and workmanship. This period of manufacturer's warranty shall begin to run at the time the product(s) or material(s) are received, inspected, and accepted by a representative of the CITY. A one (1) year warranty shall apply unless otherwise specified in the solicitation package.
- C. SPECIFICATION WARRANTY. The awarded CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of this solicitation document and this Agreement.
- D. SAMPLES. Upon request, Bidders are to furnish samples of commodities at no expense to the City. Unused samples shall be picked up from the City within fifteen (15) City business days from receipt of notice at no charge to the City.

ARTICLE 10. - CHANGE ORDER TO CONTRACT

- A. All requests for changes to the resulting Agreement shall be made in writing and is subject to written acceptance by the appropriate level of City authority.
- B. The following the Change Order Authority Levels for the CITY.
 - 1. CITY Representative for non-construction - the City Representative or Project Manager has the authority to approve change order requests in an amount under one thousand (\$1,000.00) and may approve requests for contract time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the contract amount, may also be approved by the City Representative or Project Manager.
 - 2. CITY Representative/Project Manager for construction - the construction Project Manager has the authority to approve change order requests in an amount under five thousand (\$5,000.00), which shall be subject to availability of funds, and may approve requests for contract time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the contract amount, may also be approved by the construction Project Manager.
 - 3. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total contract price with a maximum cap of fifty thousand dollars (\$50,000.00) with the exception of contracts requiring City Council's approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the contract amount.
 - 4. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council's approval.

5. City Council - the City Council shall approve change orders for exemption contract that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).

C. The CONTRACTOR fully understands the CITY's Change Order Policy. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

ARTICLE 13. - CONTRACTOR'S REPRESENTATIONS

A. In order to induce City to enter into this Agreement, CONTRACTOR makes the following representations and assurances:

1. CONTRACTOR shall be currently legal to do business in the State of Florida.
2. CONTRACTOR shall hold and maintain current Business Tax Receipt for CONTRACTOR's locality for the term of this Agreement. CONTRACTOR shall hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this contract IF their business is physically located within the city limits.
3. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
4. CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.
5. Equal Employment Opportunity Clause. CONTRACTOR shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.
6. Contract Work Hours/Safety Standards Act. CONTRACTOR shall be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).
7. SAFETY COMPLIANCE. It shall be the CONTRACTOR'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work for the City. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.
8. Competent Personnel. CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

ARTICLE 15. - MISCELLANEOUS

A. RECORDS RETENTION/AUDIT. All governmental contracts and agreements are required to be maintained for a period of three (3) years after the expiration of the contract or agreement. Therefore the CONTRACTOR shall be required to retain all records relating to the resulting contracts for the same period of time after expiration this Agreement. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of the Agreement and records retention period.

B. AUDIT DISALLOWANCES. If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY shall notify the CONTRACTOR in writing of the disallowance. CITY shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.

C. SETTLEMENT OF DISPUTES

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by the Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONTRACTOR. The decision of the CONTRACT MANAGER, issued in writing, shall be the final decision of the CITY.
2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

D. **SUBSTITUTIONS.** In the event the CONTRACTOR, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the contract price;
2. The CITY is contacted in writing in advance of the substitution;
3. The City retains the right to determine "equal or better quality"; and
4. The CITY gives written approval of substitution.

If the Bidder is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the Bidder.

E. **Material Safety Data Sheet, MSDS.** In compliance with Chapter 442, Florida State Statutes, manufacturers and distributors shall supply the City with a MATERIAL SAFETY DATA SHEET (MSDS), for any and all commodities contained in this solicitation that include a toxic substance as listed on the Florida Substance List. Bidder shall include MSDS's with shipments.

F. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

G. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of Florida, and the parties hereto agree that venue shall be in Charlotte County, Florida.

H. **ATTORNEYS FEES.** In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.


I. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement Documents. No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Agreement Documents.

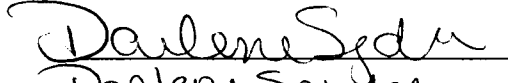
J. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

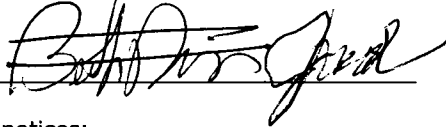
IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Agreement Documents have been signed or identified by CONTRACTOR and CITY or by REPRESENTATIVE on their behalf.

CITY OF PUNTA GORDA

CONTRACTOR: SP DESIGNS & MFG INC

SIGNATURE: 
Mary H Pace, Procurement Mgr

SIGNATURE: 
Print Name Darlene Snyder

WITNESS: 

WITNESS: 

Address for giving notices:

Procurement Office
326 W. Marion Avenue
Punta Gorda, FL 33950

Address for giving notices:

1215 SE 10th St
Cape Coral, FL 33990

EXHIBIT A

CONTRACT – APPAREL (SHIRTS & HATS, SCREEN PRINTED OR EMBROIDERED)

AGREEMENT #Q2012107/UNI-APPAREL/1213

INITIAL PERIOD **RENEWAL PERIOD** **EXTENSION**

CONTRACT PERIOD: February 1, 2013 THRU January 31, 2016

PRICES EFFECTIVE THROUGH: January 31, 2016

Jane Dalrymple, CONTRACT ADMINISTRATOR – jdalrymple@pgorda.us, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

AWARDED VENDOR: SP DESIGNS & MFG INC

PRIMARY ORDERING CONTACT INFORMATION: Darlene Snyder

EMAIL: darlenes@spdesignsmfg.com

TELEPHONE: 239-424-8060 FAX: 239-424-8032 CELL: 239-349-1130

MAILING ADDRESS: 1215 SE 10th Street, Cape Coral, FL 33990

ALTERNATE ORDERING CONTACT INFORMATION: Mitch Williamson

EMAIL: mitch@spdesignsmfg.com

PRIMARY CONTRACT CONTACT INFORMATION: same as above

PAYMENT TERMS: NET 45

ACCEPT CREDIT CARDS: Yes No

CREDIT CARD PROCESS: Pay invoice with Pcard

MAXIMUM PERCENTAGE INCREASE: 2ND YEAR – 0% 3RD YEAR – 0%

DELIVERY TIME:

Normal – 14 Calendar days

PURCHASING REQUIREMENTS

- 1) Departments shall enter a requisition for each purchase. **FIELD PURCHASE ORDER may not be used.**
- 2) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.

Line	STYLE #	Description	COLOR	SIZES	Unit
JERZEES – MEN’S POLOS AND TEES					
1	363M	"Z" Cotton Heavy Weight Tee – 5.6 oz – 100% pre-shrunk with ribbed crew neck collar & coverseamed front, set-in sleeves, taped shoulder to shoulder and two-needle hemmed sleeves and bottom	NEUTRALS	S-XL	\$2.29
				2XL	\$3.29
			HEATHERS	S-XL	\$3.11
				2XL	\$4.11
			COLORS	S-XL	\$3.31
				2XL	\$4.31

Line	STYLE #	Description	COLOR	SIZES	Unit
JERZEES – MEN’S POLOS AND TEES (con’t)					
2	29M	“Z Blend” Heavyweight Tee (no pocket) – 5.6 oz, pre-shrunk 50% cotton/50% polyester with a ribbed crew neck collar, set-in sleeves, taped shoulder to shoulder and two-needle hemmed sleeves & bottom	NEUTRALS	S-XL	\$2.51
				2XL-3XL	\$3.51
			HEATHERS	S-XL	\$3.41
				2XL-3XL	\$4.41
			COLORS	S-XL	\$3.66
				2XL-3XL	\$4.66
3	29MP	“Z Blend” Heavyweight Tee (with pocket) – 5.6 oz, pre-shrunk 50% cotton/50% polyester with a ribbed crew neck collar, set-in sleeves, taped shoulder to shoulder and two-needle hemmed sleeves & bottom and a left chest pocket.	NEUTRALS	S-XL	\$5.14
				2XL-3XL	\$6.14
			HEATHERS	S-XL	\$6.35
				2XL-3XL	\$7.35
			COLORS	S-XL	\$6.99
				2XL-3XL	\$7.98
4	436MP	Jersey Golf w/Pocket – 5.6 oz – 50% cotton/50% polyester full-cut jersey with a two pearl button continental placket, welt knit collar, left chest pocket, tubular body and two-needle hemmed sleeves & round bottom.	NEUTRALS	S-XL	\$7.50
				2XL-3XL	\$8.50
			HEATHERS	S-XL	\$7.83
				2XL-3XL	\$8.83
			COLORS	S-XL	\$8.50
				2XL-3XL	\$9.50
HANES – MEN’S LONG SLEEVE TEES					
5	H5596 HANES	Long Sleeve Tee – 100% Cotton with a ribbed crew neck collar, set-in sleeves, taped shoulder to shoulder and two-needle hemmed sleeves & bottom and a left chest pocket.	NEUTRALS	S-XL	\$5.91
				2XL-3XL	\$6.91
			HEATHERS	S-XL	\$7.08
				2XL-3XL	\$8.08
			COLORS	S-XL	\$7.80
				2XL-3XL	\$8.80

Line	STYLE #	Description	COLOR	SIZES	Unit
JERZEES – WOMEN'S POLOS					
6	337WR	Jerzee ladies Johnny collar jersey sport shirt, , two-needle hemmed bottom, V-Neck styling with welt knit Jonny collar, 1x1 rib sleeve bands	NEUTRALS	S-XL	\$9.05
				2XL	\$10.05
			HEATHERS	S-XL	\$10.55
				2XL	\$11.55
			COLORS	S-XL	\$11.24
				2XL	\$12.24
HANES – MEN'S POLOS					
7	0504	Stedman Blended Jersey with Pocket – 5.5 oz, 50/50 cotton/polyester, pre-shrunk, five point pocket with double-needle hem, clean-finished placket with pearl buttons, welt collar & ribbed knit cuffs.	NEUTRALS	S-XL	\$7.68
				2XL-3XL	\$8.68
			HEATHERS	S-XL	\$8.47
				2XL-3XL	\$9.47
			COLORS	S-XL	\$9.27
				2XL-3XL	\$10.27
ANVIL – MEN' POLOS AND TEES					
8	4603	Anvil - 5.6 oz, 50/50 cotton jersey with stain repel and release, soft fashion knit contoured collar & welt sleeve bands, three wood tone buttons, double-needle bottom hem, single-needle neck, shoulder, armhole & sleeve - side-seamed with 2 1/2" side vents	NEUTRALS	S-XL	\$6.85
				2XL-5XL	\$7.85
			HEATHERS	S-XL	\$7.43
				2XL-5XL	\$8.43
			COLORS	S-XL	\$7.93
				2XL-5XL	\$8.93
9	6002	Anvil - 6.5 oz 100 % ring spun cotton pique, soft fashion knit contoured collar & welt sleeve bands, three wood tone buttons, double-needle bottom hem	NEUTRALS	S-XL	\$7.77
				2XL-3XL	\$8.77
			HEATHERS	S-XL	\$8.33
				2XL-3XL	\$9.33
			COLORS	S-XL	\$8.93
				2XL-3XL	\$9.93

Line	STYLE #	Description	COLOR	SIZES	Unit
WOVEN SHIRTS – MEN’S					
10	JC623	Short Sleeve Performance Brushed Twill by Jonathan Corey – 4.6 oz – 60% cotton/40% polyester, brushed twill with a button down collar, center full button front, woodtone buttons, left chest pocket, single needle hemmed sleeves, single needle top stitching throughout, two ply back yoke with box pleat and a short tail clean finished hemmed bottom.	ALL COLORS	XS-XL	\$16.26
				2XL-6XL	\$17.26
11	JC622	Long Sleeve Performance Brushed Twill by Jonathan Corey – 4.6 oz – 60% cotton/40% polyester, brushed twill with a button down collar, center full button front, woodtone buttons, left chest pocket, single needle hemmed sleeves, single needle top stitching throughout, two ply back yoke with box pleat and a short tail clean finished hemmed bottom.	ALL COLORS	XS-XL	\$16.49
				2XL-6XL	\$17.49
12	S508	Port Authority - Short Sleeve - Easy Care Shirt - 4.5 oz, 55 cotton/45 poly - Button-down collar - Dyed to match buttons - patch pocket - box back pleat	ALL COLORS	XS-XL	\$15.06
				2XL-6XL	\$20.54
13	S608	Port Authority - Long Sleeve - Easy Care Shirt - 4.5 oz, 55 cotton/45 poly - Button-down collar - Dyed to match buttons - patch pocket - box back pleat	ALL COLORS	XS-XL	\$15.06
				2XL-6XL	\$20.54
HATS					
14	171H	HEAD TO TOE - low profile garment washed twill cap, 100% cotton, 6-panel with sewn eyelets, brass buckle with adjustable cloth strap	ALL AVAILABLE COLLORS	ADJUSTABLE	\$4.41

Line	STYLE #	Description	COLOR	SIZES	Unit
HATS (CONTINUED)					
15	11-413	OTTO (Flex Style) Brushed Cotton Twill Low Profile Pro Style Caps, 97% Cotton-3% Spandex Constructed Firm Front Panel Flexible Fit Low-Fitting, 6-panel, seamed front panel with full buckram, 6 embroidered eyelets, pro stitch on crown, matching color undervisor, matching color sweatband	ALL AVAILABLE COLLORS	ADJUSTABLE	\$5.34
16	25-023	OTTO – Brushed Cotton Twill Polo Low Profile Pro Style Caps, 95% Polyester-35% Cotton, unconstructed soft crown low-fitting, 6-panel cap, seamed front panel without buckram, 6 embroidered eyelets matching visor color, pro stitch on crown, 8 rows stitching on visor, matching fabric undervisor, matching color sweatband, matching fabric adjustable strap with plastic buckle, insert in sweatband	ALL AVAILABLE COLLORS	ADJUSTABLE	\$3.26
17	60-283	OTTO Washed Pigment Dyed Cotton Twill Sun Visors	ALL AVAILABLE COLLORS	ADJUSTABLE	\$3.84
18	60-263	OTTO Brushed Bull Denim Sun Visors	ALL AVAILABLE COLORS	ADJUSTABLE	\$3.17
19	MINIMUM Percentage off Retail for all other Manufacturers.				0%
CITY LOGO - SCREEN PRINT AND EMBROIDERY					
ITEM	DESCRIPTION		SCREEN PRINT / EMBROIDERY	LOCATION ON GARMET	PRICE PER LOGO
20	SHIRTS		Screen Print Logo, 1 color	FRONT SMALL	\$0.90
			Screen Print Logo, 1 color	BACK LARGE	\$0.90

CITY LOGO - SCREEN PRINT AND EMBROIDERY (CONTINUED)

ITEM	DESCRIPTION	SCREEN PRINT / EMBROIDERY	LOCATION ON GARMET	PRICE PER LOGO
	SHIRTS (CONTINUED)	Screen Print Department Name	FRONT BELOW	\$0.90
		Screen Print Department Name	BACK BELOW	\$0.90
		Embroidery Logo, 1 color	FRONT SMALL	\$2.00
		Embroidery Logo, Full Color	FRONT SMALL	\$2.00
		Embroidery Dept name, 1 color	FRONT SMALL	\$1.50
21	HATS	Screen Print Logo, 1 color	FRONT SMALL	\$0.90
		Screen Print Department Name	FRONT BELOW	\$0.90
		Embroidery Logo, 1 color	FRONT SMALL	\$2.00
		Embroidery Logo, Full Color	FRONT SMALL	\$2.00
		Embroidery Dept name, 1 color	FRONT SMALL	\$1.50
TYPESET AND ARTWORK COST: Please state you applicable cost for set up.			One time set up fee for contract per each logo and department name	
	Screen Print Logo – Small		\$	0.90
	Screen Print Logo – Large		\$	0.90
	Embroidery Logo – 1 Color – Small		\$	2.00
	Embroidery Logo – 1 Color – Large		\$	2.00
	Embroidery Logo – Full Color – Small		\$	2.00
	Embroidery Logo – Full Color – Large		\$	2.00
	Screen Print Department Name – Small		\$	0.90
	Screen Print Department Name – Large		\$	0.90

- Departments are able to view the apparel in the above bid schedule on the SP Designs catalog on-line at: <http://www.spdesignsmfg.com/screen-printing/shop>

PURCHASE METHOD:

Departments shall enter a requisition for each purchase. **FIELD PURCHASE ORDER may not be used.**

CITY DEPARTMENT/DIVISION REQUIREMENTS:

- a) Departments/Divisions shall order the desired apparel from the items listed in the Bid Schedule.
 - i) Balance of line offering may be ordered at a 0% off retail price list.
 - ii) Logo and name placement to be determined by individual department/division.

CONTRACT REQUIREMENTS

- b) The following contract requirements shall be strictly adhered to for the tenure of the contract. Failure to comply with any stated requirements, in this bid package, may be just cause for termination of awarded contract.
 - i) All orders placed with the awarded Bidder shall be filled, completed and delivered to the City of Punta Gorda within fourteen (14) calendar days.
 - ii) The City of Punta Gorda will supply the awarded bidder(s) with the City logo artwork to be used for screen print or embroidery.
 - iii) All apparel items listed are manufacturer specific as selected by City Departments. Alternates to the specified items will not be accepted.
 - iv) At no time during this contract can additional items be added or purchased without written authorization from the Procurement Division in the form of a Contract Change Order.
- c) The awarded bidder(s) shall provide with all shipments: a packing slip and/or invoice listing all items, quantities, sizes, purchase order number, unit prices, total prices, date of order, employee placing order, and detail information (if any). Failure to properly identify any item(s) on the packing slip and/or invoice may delay payment from the City, at no fault of the City.
- d) The awarded bidder shall be required to provide catalogs and retail price lists or a web site with retail pricing for use by Departments/Divisions.

HOW TO PRICE:

For shirts and hats that are specifically listed above:

Example:	Jerzee T-shirt, Style #363M, Size XL, Color: Grey Heather	= \$3.11 each
	Full Color City Logo Embroidered on Left Chest	= \$2.00 each
	Embroidered Department Name below logo	= \$1.50 each
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	TOTAL per Shirt	= \$6.11

INVOICE INSTRUCTIONS:

Invoices should be listed per the contract pricing:

Example:	Jerzee T-shirt, Style #363M, Size XL, Color: Grey Heather.	150 each @ \$3.11 each
	Full Color City Logo Embroidered on Left Chest	150 each @ \$2.00 each
	Embroidered Department Name below logo	150 each @ \$1.50 each
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	Total order	\$991.50