CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered:	**Contract No.:**	**Master Blanket:**
4/7/10 – 4/6/12	203-10441-5	N/A

Awarded Vendor:

Design Lab, Inc.
900 South Military Trail
West Palm Beach, FL 33415

Delivery: 14 Days
Payment Terms: Net 30
MBE_ WBE X

Attn: Matt Moller
864-297-7199
Fax 864-297-7198
Email designlab@aol.com

Insurance Coverage Required: Yes _ No X
Authorized for Purchases: Under $25,000 _ Over X
City Commission Approval: 4/6/2010 Pur-07 CAR 10-0465
Extension Options: Yes X No _ Years: 2, 1 yr extensions

****

FIRE-RESCUE UNIFORMS

Item 13	Jackets	$ 59.47 / each
Item 14	Jacket Liners	$ 6.61 / each

****

Department Contract Co-Ordinator: Alexandra Rampy, Fire-Rescue, (954) 828-6085

Procurement Specialist: James Hemphill, CPPB

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THIS AGREEMENT, made and entered into this 6th day of April, 2010, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Design Lab, Inc., a Florida corporation ("Contractor"), whose address and phone are 900 South Military Trail, West Palm Beach, FL 33415, Phone 864-297-7199, Fax 864-297-7198.

WHEREAS, the City issued Invitation to Bid Number 203-10441 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on April 6, 2010, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB (Pur-07, CAR 10-0465).

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City Fire-Rescue Uniforms (Items 13 & 14) in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning April 7, 2010 and ending April 6, 2012.

2. This contract form G-110 Rev. 01/10, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form, G-110 Rev. 01/10;
Second, any and all addenda to the City's ITB in reverse chronological order;
Third, the ITB;
Fourth, the Contractor's response to any addendum requiring a response;
Fifth, the Contractor's response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the

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services as described in the ITB within 30 days following written notice to the Contractor.

6. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____
Director of Procurement Services

ATTEST

Matt Moller
Print Name

Title: VP of Sales
(Secretary for corporation member or manager for L.L.C.)

CONTRACTOR

By: _____

Print Name: Doris Moller

Title: CEO
(If not president of corporation or managing member of limited liability company, please attach proof of authorization.)

CONTRACT COPY

DesignLab, Inc.

Bid Contact **Matt Moller**
designlab2@aol.com
Ph 864-297-7199
Fax 864-297-7198

Address **825 Old Airport Rd**
Greenville, SC 29607

Qualifications **WBE**

Item #	Line Item Notes		Unit Price	Qty/Unit	Total Price	Attch.	Docs
203-10441-1-01	Trousers, Dress (Male)	**Supplier Product Code:** 3625DN	**First Offer - $36.91**	375 / each	**$13,841.25**		**Y**
203-10441-1-02	Slacks, Dress (Female)	**Supplier Product Code:** 3625DN	**First Offer - $36.91**	25 / each	**$922.75**		**Y**
203-10441-1-03	Shirts, Short Sleeve (Male) - Color: White	**Supplier Product Code:** CODE 3	**First Offer - $25.17**	300 / each	**$7,551.00**		**Y**
203-10441-1-04	Shirts, Short Sleeve (Male) - Color: Blue	**Supplier Product Code:** CODE 3	**First Offer - $25.17**	100 / each	**$2,517.00**		**Y**
203-10441-1-05	Shirts, Short Sleeve, (Female) Color - White	**Supplier Product Code:** CODE 3	**First Offer - $25.17**	40 / each	**$1,006.80**		**Y**
203-10441-1-06	Shirts, Short Sleeve (Female) Color- Blue	**Supplier Product Code:** CODE 3	**First Offer - $25.17**	10 / each	**$251.70**		**Y**
203-10441-1-07	Shirts, Long Sleeve, (Male) Color- White	**Supplier Product Code:** CODE 3	**First Offer - $27.99**	125 / each	**$3,498.75**		**Y**
203-10441-1-08	Shirts, Long Sleeve, (Male) - Color: Blue	**Supplier Product Code:** CODE 3	**First Offer - $27.99**	100 / each	**$2,799.00**		**Y**
203-10441-1-09	Shirts, Long Sleeve, (Female) - Color: White	**Supplier Product Code:** CODE 3	**First Offer - $27.99**	15 / each	**$419.85**		**Y**

203-10441-1-10	Shirts, Long Sleeve, (Female) Color: Blue	**Supplier Product Code:** CODE 3	**First Offer - $27.99**	10 / each	**$279.90**	**Y**
203-10441-1-11	Work Trousers (Male)	**Supplier Product Code:** PT20NV	**First Offer - $11.91**	1150 / each	**$13,696.50**	**Y**
203-10441-1-12	Work Trousers (Female)	**Supplier Product Code:** PT21NV	**First Offer - $12.64**	50 / each	**$632.00**	**Y**
203-10441-1-13	Jackets	**Supplier Product Code:** HS3326	**First Offer - $59.47**	60 / each	**$3,568.20**	**Y**
203-10441-1-14	Jacket Liners	**Supplier Product Code:**	**First Offer - $6.61**	60 / each	**$396.60**	**Y**
			Supplier Total		**$51,381.30**	

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

203-10441

Uniforms - Annual Contract for Fire Rescue Department

CITY OF FORT LAUDERDALE

Jim Hemphill

954-828-5143

SCHEDULED YARDAGE INFORMATION

Bidder is requested to provide scheduled yardage for each garment listed below. The established yardage may be the basis for cloth price adjustments if a cloth change is instituted for any specific garment during contract term. Review specification and required colors. If a requested color is not available for a specified garment, indicate unavailable color under other remarks. Contractor must provide full range of colors and shade number for each garment. Bidder must provide all required sizes for each garment requested at the bid or current contract price. Variance to specifications must be specifically stated. List variances in area provided herein and note in the space provided that variances have been requested. Receipt of a bid does not indicate City acceptance of any variance, and some variances will be considered unacceptable.

Stock or Non-stock: If an item is carried as a stock garment by a uniform manufacturer, indicate with the letter "S" in appropriate area below. If item IS non-stock and must be cut to the City's requirements, indicate with "NS".

ITEM	DESCRIPTION
1.	**TROUSERS, DRESS**, FINISHED HEM **(MALE),** S - XL FABRIC MFR, MILL NO., WEIGHT/OZ. **6.9 OZ** UNIFORM MFR.LOC/CAT NO. **PERFECTION** STOCK ☑ NONSTOCK ☐ YARDAGE REQUIRED FOR GARMENT **2** ADDITIONAL CHARGE FOR LARGER SIZES $ **ADD 20%**
2.	**WORK TROUSER,** FINISHED HEM (**MALE**) FABRIC MFR, MILL NO., WEIGHT/OZ. **7.5-8 OZ** UNIFORM MFR. LOC/CAT NO. **RED KAP** STOCK ☑ NONSTOCK ☐ YARDAGE REQUIRED FOR GARMENT **2** ADDITIONAL CHARGE FOR LARGER SIZES $ **ADD 20%**
3.	**SLACKS, DRESS,** FINISHED HEM, **(FEMALE)** FABRIC MFR, MILL NO., WEIGHT/OZ. **6.9** UNIFORM MFR. LOC/CATNO. **PERFECTION** STOCK ☑ NONSTOCK ☐ YARDAGE REQUIRED FOR GARMENT **2** ADDITIONAL CHARGE FOR LARGER SIZES $ **ADD 20%**
4.	**WORK TROUSER**, FINISHED HEM **(FEMALE)** FABRIC MFR, MILL NO., WEIGHT/OZ. **7.5-8 OZ** UNIFORM MFR.LOC/CAT NO. **RED KAP** STOCK ☑ NONSTOCK ☐ YARDAGE REQUIRED FOR GARMENT **2** ADDITIONAL CHARGE LARGER SIZES $ **ADD 20%**
5.	**SHIRTS, SHORT SLEEVE, TAILORED, (MALE)** FABRIC MFR, MILL NO., WEIGHT/OZ. **5.0 OZ** UNIFORM MFR. LOC/CAT NO. **SOUTHEASTERN** STOCK ☑ NONSTOCK ☐ YARDAGE REQUIRED FOR GARMENT **1.75**

ADDITIONAL CHARGE FOR LARGER SIZES $ **ADD 20%**

6. **SHIRTS, SHORT SLEEVE TAILORED (FEMALE)**
FABRIC MFR, MILL NO., WEIGHT/OZ. **5.0 OZ**
UNIFORM MFR.LOC/CAT NO. **SOUTHEASTERN** STOCK ☑ NONSTOCK ☐
YARDAGE REQUIRED FOR GARMENT **1.75**
ADDITIONAL CHARGE FOR LARGER SIZES $ **ADD 20%**

7. **SHIRTS, LONG SLEEVE, TAILORED, (MALE)**
FABRIC MFR, MILL NO., WEIGHT/OZ. **5.0 OZ**
UNIFORM MFR.LOC/CAT NO. **SOUTHEASTERN** STOCK ☑ NONSTOCK ☐
YARDAGE REQUIRED FOR GARMENT **2**
ADDITIONAL CHARGE FOR LARGER SIZES $ **ADD 20%**

8. **SHIRTS, LONG SLEEVE, TAILORED (FEMALE)**
FABRIC MFR, MILL NO., WEIGHT/OZ. **5.0 OZ**
UNIFORM MFR. LOC/CAT NO. **SOUTHEASTERN** STOCK ☑ NONSTOCK ☐
YARDAGE REQUIRED FOR GARMENT **2**
ADDITIONAL CHARGE FOR LARGER SIZES $ **ADD 20%**

9.a. **JACKETS, CHILL CHASER**
FABRIC MFR, MILL NO., WEIGHT/OZ. **4.5**
UNIFORM MFR. LOC/CAT NO. **HORACE SMALL** STOCK ☑ NONSTOCK ☐
YARDAGE REQUIRED FOR GARMENT **4**
ADDITIONAL CHARGE LARGER SIZES $ **ADD 20%**

9.b. **ZIP IN LINER IF REQUIRED**
FABRIC MFR, MILL NO., WEIGHT/OZ. **4.4**
UNIFORM MFR. LOC/CAT NO. **HORACE SMALL** STOCK ☑ NONSTOCK ☐
YARDAGE REQUIRED FOR GARMENT **3**
ADDITIONAL CHARGE LARGER SIZES $ **ADD 20%**

Indicate below any items that will require additional calendar days for delivery over and above the five day delivery requirement: Indicate item number and TOTAL number of calendar days required for delivery.

SOUTHEASTERN
MALE SHIRT STOCK SIZES 14-22
ADD 20% FOR 18 AND ABOVE
FEMALE SHIRT STOCK SIZES 30-50
ADD 20% FOR 42 AND ABOVE

PERFECTION
MALE TROUSERS SIZES 28-60
ADD 30% FOR 56 AND ABOVE
FEMALE TROUSERS SIZES 2-24
ADD 30% FOR 22 AND ABOVE

RED KAP

MALE PANT STOCK SIZES 28-54
ADD 20% FOR 44 AND ABOVE
FEMALE PANT STOCK SIZES 2-24
ADD 20% FOR 22 AND ABOVE

HORACE SMALL
SENTRY JACKET STOCK SIZES SM-4X
ADD 30% FOR 2X AND ABOVE

***FOR SIZES NOT LISTED PLEASE ALLOW 4-6 WEEKS FOR DELIVERY**

Questionnaire

Please print or type:

1. Provide three references for which you have performed similar services.

Company Name:**OSCEOLA COUNTY FIRE**
Address:**320 N. BEAUMONT AVE KISSIMMEE, FL 34741**
Contact Name:**CHIEF DON BELL**
Telephone: **407-742-6810**

Company Name:**HILLSBOROUGH COUNTY FIRE**
Address:**2709 E. HANNA AVE TAMPA, FL 33610**
Contact Name:**CHIEF RON ROGERS**
Telephone: **813-272-6600**

Company Name:**ORLANDO POLICE DEPT**
Address:**100 S. HUGHEY AVE ORLANDO, FL 32801**
Contact Name:**JAY CARR**
Telephone: **407-246-2400**

2. Number of years experience the proposer has had in providing similar services:
18 Years

3. Have you ever failed to complete work awarded to you? If so, where and why?
NO

4. List appropriate licenses as issued by Broward County.

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.
DESIGNLAB HAS ROUGHLY 80 EMPLOYEES IN FIVE LOCATIONS. THE FIRM COULD PROVIDE 10 PERSONS (8 EMPLOYEES, 2 SUPERVISORS) FOR THIS JOB. DUE TO THE NATURE OF OUR BUSINESS AS MANY AS 5 SUPERVISORS WILL SEE GOODS BEFORE THEY ARE SHIPPED. IF NEEDED, DESIGNLAB COULD SECURE SUBCONTRACTORS.

6. Briefly describe your firm's financial status and provide proof of adequate line of credit or other financial assets to access funds for construction of multiple projects during the same time period.
DESIGNLAB IS CURRENTLY THE MAIN SUPPLIER FOR MIAMI DADE FIRE RESCUE, HILLSBOROUGH COUNTY FIRE RESCUE, PALM BEACH COUNTY FIRE RESCUE, AND ORLANDO POLICE DEPT. WE HAVE SERVICED THESE ACCOUNTS FOR MANY YEARS AND HAVE NEVER HAD A PROBLEM SERVICING MULTIPLE ACCOUNTS.

The proposer understands that the information contained in these proposal pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City.

Please review the questionnaire to make sure all questions have been answered. Attach additional sheets if necessary. Failure to answer each question could result in the disqualification of your bid.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME	RELATIONSHIPS
N/A	N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by: **Matt Moller** **01/07/2010**
(signature) (date)

Name (printed) **Matt Moller** Title: **VP of Sales**

Company: (Legal Registration) **DesignLab, Inc.**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/doc/).

Address: **900 S. Military Trail**

City **West Palm Beach** State: **FL** Zip **33415**

Telephone No. **8642977199** No. **8642977198**

E-MAIL: **designlab@@aol.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **14**

Payment Terms (section 1.03): **Net 30** Total Bid Discount (section 1.04): **N/A**

Does your firm qualify for MBE or WBE status (section 1.08): MBE **No** WBE **Yes**

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. **1** Date Issued **12/29/2009**

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.
Variances:
N/A
revised 9-08-09