

PIGGYBACK AGREEMENT NO. 25-19-09-WL
BETWEEN THE CITY OF SUNRISE
AND IN UNISON SCHOOL APPAREL, LLC

This Piggyback Agreement No. 25-19-09-WL (Agreement) is entered into between the City of Sunrise Florida, a Florida Municipal Corporation (City) and In Unison School Apparel, LLC, a Florida Limited Liability Company (Contractor) this ____ day of _____, 20____.

In consideration of the mutual terms and promises set forth below, the City and Contractor agree as follows:

1. After competitive procurement, the City of Lauderdale (Awarding Entity) awarded Contractor, RFP 2023-002 for Fire/Rescue and Police Officer Uniforms (Contract) dated March 28, 2023. A copy of the Contract is attached hereto as Exhibit I. Upon execution of this Agreement, all references to City within the Contract shall mean City of Sunrise, and the terms and conditions of the Contract shall be deemed as having been implemented for use within the City of Sunrise.

2. **Term.** This Agreement shall be effective when it has been fully executed by both parties and shall remain in effect through March 28, 2027. The City reserves the right to renew, amend or extend this Agreement as the Awarding Entity renews, amends or extend its Contract.

3. **Agreement Price and Payments.** The Contractor will bill the City at the completion of each job for all material, services and labor provided toward the completion of the work under this Agreement in accordance with the pricing set forth in Exhibit II.

Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

The City shall pay Contractor for work performed in accordance with §218.70, et seq., Florida Statutes, the Local Government Prompt Payment Act, after receipt of Contractor's proper invoice. To be deemed proper, each invoice must comply with all statutory terms and all requirements specified by the City in its contract and / or purchase order. If a payment request or invoice does not meet the contract / agreement / purchase order requirements, the City will reject the payment request or invoice as specified in accordance with §218.70, et seq., Florida Statutes. The rejection will be written and will specify the deficiency and the action necessary to make the payment request or invoice proper.

4. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent by certified mail or overnight delivery and effective upon receipt if hand delivered. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

If to Contractor, to: Ellis Stone, President
In Unison School Apparel, LLC
2085 N. University Dr.
Sunrise, FL 33322

If to City, to: Victoria Hernandez, Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to: City Attorney
City Attorney's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

5. If checked, the following provisions shall apply and take priority over the Contract and the Awarding Entity's bid documents. If the following provisions are marked N/A (not applicable), they shall not apply:

☒ a. **Termination.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party. The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the services or quantities required under this Agreement for any of the City's fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Agreement were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year.

N/A b. Insurance Requirements. This provision shall supersede and replace Section ___ of the Contract and Section ___ of the Awarding Entity's procurement documents.

Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's

review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Agreement. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000.00 Each Occurrence, \$2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Separation of Insureds.

Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise.”

Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

Waiver of Subrogation. Contractor agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify when a manuscript notice endorsement is available by Contractor’s insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise
Attn: Procurement Manager
Purchasing Office
10770 West Oakland Park Blvd.
Sunrise, Florida 33351
purchasing@sunrisefl.gov
Fax (954) 578-4809

Copy to:

City of Sunrise
Attn: Risk Manager
Risk Management Division
10770 W. Oakland Park Blvd.
Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

☒ **c. _Indemnification.** This provision shall supersede and replace Section 11 of the Contract.

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of services under this Agreement (1) provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage, and (2) are caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, **REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY CITY OF SUNRISE, ITS OFFICERS, AGENTS, VOLUNTEERS, OR EMPLOYEES.** The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the expiration or earlier termination of the Agreement.

☒ **d. Independent Contractor.** The Contractor is an independent contractor under this Agreement. Services provided by the Contractor shall be by employees of the Contractor

who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Agreement shall be those of the Contractor.

☒ **e. _Assignment and Subcontracting.** The Contractor shall not assign transfer or assign the performance required by this Agreement without the prior written consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the City.

☒ **f. Public Records.** The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public 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; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA

M. BRAVO, BY TELEPHONE (954-746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

☒ **g. Discriminatory Vendor List.** Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

☒ **h. Scrutinized Companies**

i. Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

ii. Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

iii. Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

☒ **i. Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Agreement, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

☒ **j. Compliance with Laws.** The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

☒ **k. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

☒ **l. E-Verify Employment Eligibility.** Pursuant to Section 448.095, Florida Statutes.

i. Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ii. Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

iii. City shall terminate this Agreement if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate

its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

iv. If City terminates this Agreement pursuant to the subsection iii above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

☒ **m. Foreign Gifts and Contracts.** Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

☒ **n. Prohibited Telecommunications Equipment**

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

☒ **o. Antitrust Violations**

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification

under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

☒ p. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 4, Notices, executed Exhibit III, Affidavit of Compliance with Foreign Entity Laws, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

☒ q. Human Trafficking

Pursuant to Section 787.06(14), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit Exhibit IV, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

☒ r. Emergency Response

If this Contract is for goods or services related to emergency response for a natural emergency and Contractor breaches this Contract during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, Contractor must pay City a \$5,000 penalty plus damages, which shall be either actual and consequential damages or, if otherwise stated in this Contract, liquidated damages, in accordance with Section 252.505, Florida Statutes.

6. Additional Provisions:

All purchases of F.O.B. Destination, freight prepaid by the Vendor unless otherwise stated on the face of any Purchase Orders. Collect shipments will not be accepted. Title of goods shall pass to the City upon acceptance by the City.

Priority of Documents/Order of Precedence. This Agreement, the City's Purchase Order and Exhibit I, Exhibit II, Exhibit III, and Exhibit IV shall constitute the entire Agreement of the parties. In the event of conflict among these documents, this Agreement shall prevail, followed in precedence by the City's Purchase Order and Exhibit I, Exhibit II, Exhibit III and Exhibit IV in that order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City's Procurement Manager has made and executed this Agreement on behalf of the City on the day and year written below, and the Contractor, authorized to execute this Agreement and agree to the utilization of the Contract has made and executed this Agreement on the day and year written below.

CITY OF SUNRISE

By: _____
Victoria Hernandez, Procurement Manager

Date: _____

Approved as to Form and Legal Sufficiency
for the City

By: _____
Thomas P. Moss, City Attorney

In Unison School Apparel, LLC

By: _____

Print Name: _____

Print Title: _____

Date: _____

Exhibit 1

CONTRACT

THIS CONTRACT ("Contract"), effective as of the date of the last party to sign below, is hereby entered into between the CITY OF LAUDERHILL, ("CITY"), having an address at 5581 W. Oakland Park Blvd., Lauderhill, FL 33313 and IN UNISON SCHOOL APPAREL, LLC., a Florida Limited Liability Company ("CONTRACTOR"), having an address at 2085 N. University Dr., Sunrise, FL 33322.

WHEREAS, the CITY advertised RFP 2023-002, Fire/Rescue and Police Officer Uniforms, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, the CONTRACTOR submitted a response to the RFP and the CONTRACTOR's proposal, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference thereto; and

WHEREAS, on February 13th, 2023, the Lauderhill City Commission approved Resolution Number 23R-02-49 accepting a proposal from CONTRACTOR to provide uniforms for Emergency Responders on an as needed basis, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference thereto;

NOW, FOR VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF WORK:** The intent of this project is for the supply, hemming and alteration of City emergency responder uniforms. CONTRACTOR shall furnish all labor, materials, and equipment necessary to fulfill the terms of RFP No. 2023-002 all in full and complete accordance to the Contract Documents, which are attached hereto in the Exhibits and incorporated by reference thereto as a part of this contract.

2. **TERM:** The effective date of this Contract shall be effective upon the signature of the last party to sign. The Contract shall continue for a term of three years, with one additional one-year option to extend, in the sole discretion of the city, contingent on funding availability, unless earlier terminated as provided for herein.

3. **CHANGES TO SCOPE OF WORK:** The CITY is not required to accept any change orders from the CONTRACTOR for the Project. By executing this agreement, CONTRACTOR specifically acknowledges that CONTRACTOR has performed due diligence and will perform the work for the price stated in CONTRACTORs bid that was accepted by the CITY via Resolution Number 23R-02-49 on February 13th, 2023.

4. **CONTRACT PRICE:** CITY agrees to pay CONTRACTOR for performing the services set forth in the scope of the work and Proposal, and in accordance with the Schedule of Fees, a copy of which is attached hereto as Exhibit "D" and incorporated herein by reference thereto.

5. ASSIGNMENT: Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

6. TERMINATION FOR CAUSE

- A. The occurrence of any one or more of the following events will justify termination for cause:
 - 1. CONTRACTOR's persistent failure to timely supply uniforms or to perform the work in accordance with the contract documents;
 - 2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;
 - 3. CONTRACTOR's violation in any substantial way of any provisions of the contract documents.
- B. Where CONTRACTOR's services have been so terminated by CITY, the termination will not affect any rights or remedies of CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by CITY will not release CONTRACTOR from liability.

7. TERMINATION FOR CONVENIENCE

- A. Upon seven days written notice to CONTRACTOR, CITY may, without cause and without prejudice to any other right or remedy of CITY, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):
 - 1. for completed and acceptable work executed in accordance with contract documents prior to the effective date of termination;
 - 2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, or materials as required by the contract documents in connection with uncompleted work; and
 - 3. for reasonable expenses directly attributable to termination.
- B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

8. INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not in any

way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9. ATTORNEYS' FEES AND COSTS: If any party to this Contract brings a cause of action against the other party arising from or relating to this Contract, the prevailing party in such proceeding shall be entitled to recover reasonable attorney fees and court costs.

10. RECORDS AND AUDIT

A. Access to Public Records

(1) Since the CONTRACTOR is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the CONTRACTOR shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR upon termination of the Contract 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 public agency in a format that is compatible with the information technology systems of the public agency.

B. Protection of Trade Secrets or Other Confidential Information

(1) If the CONTRACTOR considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the CONTRACTOR must clearly designate that portion of the materials as "confidential" when submitted to the City of Lauderhill ("CITY") and/or CITY.

(2) If the CITY receives a public records request on behalf of the CITY for contract-related

materials designated by the CONTRACTOR as "confidential," the CITY will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the CITY will notify the CONTRACTOR. The CONTRACTOR will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(3) If the CITY and/or CITY is served with a request for discovery of contract-related materials designated "confidential;" the CITY will promptly notify the CONTRACTOR about the request. The CONTRACTOR will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The CITY will provide materials designated "confidential" only if the CONTRACTOR fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

(4) The CONTRACTOR shall protect, defend, and indemnify the CITY and/or CITY for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

C. Retention of Records

CONTRACTOR shall retain efficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-730-3011. clerk@lauderdale-fl.gov. 5581 W. OAKLAND PARK BLVD; LAUDERHILL, FL 33313.

II. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, save and hold harmless the CITY and/or CITY and the CITY'S and CITY'S elected officials, public employees, consultants from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work including the work of anyone directly or indirectly employed by the CONTRACTOR, agent, consultant or independent CONTRACTOR, provided that such claim, damage, loss or expense is caused in whole or in part by the negligent or intentional act or omission of the CONTRACTOR anyone directly or indirectly employed by the CONTRACTOR. The CONTRACTOR shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto, but the CITY of Lauderdale shall have the right, at its option, to participate in the defense of a.,y such action without relieving the CONTRACTOR of any obligation hereunder.

11.1 Patent and Copyright Indemnification: CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY and/or CITY, its officers, agents and employees, from all damages,

liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY and/or CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

11.2 Nothing contained herein is intended nor shall it be construed to waive CITY'S and/or CITY'S rights, immunities, and limitations of liability under the common law or Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or be construed to waive CITY'S and/or CITY'S rights and immunities under the common law of Florida Statute 768.28 as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this paragraph and its subparts.

12. JURISDICTION AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.

13. NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

CITY:

Desorae Giles-Smith, City Manager
Lauderhill City Hall
5581 W. Oakland Park Blvd
Lauderhill, Florida 33313

With a copy to:

Angel Petti Rosenberg
City Attorney

Hall & Rosenberg, P.L.
8850 W. Oakland Park Blvd, Suite 101
Sunrise, FL 33351

CONTRACTOR:

Ellis Stone
In Unison School Apparel, LLC.
2085 N. University Dr.,
Sunrise, FL 33322

14. NO PARTNERSHIP: Nothing contained herein shall create or be construed as creating a partnership between the CITY and CONTRACTOR or to constitute the CONTRACTOR being an agent of the CITY.

15. CONFLICT OF INTEREST: CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required in this Agreement.

16. PROHIBITION OF GIFTS: No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any CITY or CITY employee, as set forth in Chapter 112, Part III, Florida Statutes.

17. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES: The City of Lauderdale agrees that the CONTRACTOR can extend pricing, terms and conditions of the solicitation and this Agreement to other governmental entities.

18. ASSIGNMENT: CONTRACTOR shall not assign this Agreement or any part thereof, without the prior written consent of the City. Any attempt to assign or otherwise transfer this Agreement, or any part thereof, without the City's written consent, shall be void.

19. PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, CONTRACTOR further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, City shall have the right to immediately terminate this Agreement.

20. INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement as CITY has no control over CONTRACTOR. In providing services under this Agreement, neither CONTRACTOR nor its

agents shall act as officers, employees, or agents of CITY. CONTRACTOR shall not have the right to bind CITY to any obligation not expressly undertaken by CITY under this Agreement.

22. THIRD PARTY BENEFICIARIES

Neither CITY nor CONTRACTOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

23. MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

24. COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

25. SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

26. JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

27. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of this Agreement, the provisions contained in Articles 1 through 44 shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

28. AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City Manager and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on

their behalf. The City Manager shall be authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project consists of eligible activities.

29. INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits "A" - "D" are incorporated into and made a part of this Agreement.

30. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party, this Agreement shall be amended to make such insertion.

31. SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

32. FURTHER ASSURANCE

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents, and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

33. TIME IS OF THE ESSENCE

Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

34. SPECIFIC PERFORMANCE

In addition to all other remedies, CONTRACTOR's obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of competent jurisdiction.

35. FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable

steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

36. REPRESENTATION OF AUTHORITY

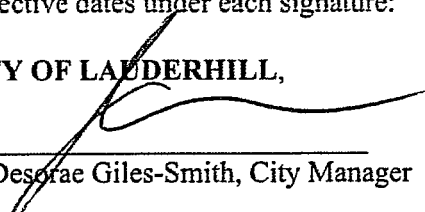
Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

37. COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

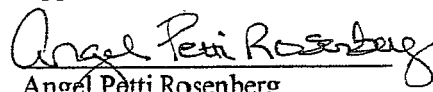
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

CITY OF LAUDERHILL,

By 
Desorae Giles-Smith, City Manager

13 day of February 2023

Approved as to form by:


Angel Petti Rosenberg
City Attorney, City of Lauderdale

IN UNISON APPAREL
a Florida Limited Liability Company

By 
Ellis Stone, President

____ day of _____ 2023

steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

36. REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

37. COUNTERPARTS AND MULTIPLE ORIGINALS

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

CITY OF LAUDERHILL,

By _____
Desorae Giles-Smith, City Manager

____ day of _____ 2023

Approved as to form by:

Angel Petti Rosenberg
City Attorney, City of Lauderhill

IN UNISON APPAREL
a Florida Limited Liability Company

By  _____
Ellis Stone, President

____ 28 day of March 2023

Exhibit II

ITEM DESCRIPTION	VENDOR	PRICE	Comments
Fast-Tac Cargo Pants (74439ABR)	5.11	\$ 52.00	
Fast-Tac Cargo Pants Ladies' (64419ABR)	5.11	\$ 52.00	
Apex Pants (74434ABR)	5.11	\$ 78.00	
Apex Pants Ladies' (64446ABR)	5.11	\$ 78.00	
Stryke Pant (74369ABR)	5.11	\$ 70.04	
Stryke Pants Ladies' (64386ABR)	5.11	\$ 70.04	
A.T.A.C. 2.0 8" SHIELD BOOT (12416)	5.11	\$ 140.00	
COMPANY 3.0 CST BOOT (12421)	5.11	\$ 120.00	
Motorcycle Breeches Pant (74407)	5.11	\$ 110.00	
Lauderhill PD 5.11Bike Patrol Polo (71322)	5.11	\$ 75.95	Includes left and right chest embroidery, and reflective vinyl on the back.
Lauderhill Police Department 5.11Performance Polo (71049)	5.11	\$ 53.50	Includes left and right chest embroidery
Lauderhill Police Department 5.11Performance Polo Ladies' (611651)	5.11	\$ 53.50	Includes left and right chest embroidery
Lauderhill Fire Department Propper Tactical Polo (F5355)	Propper	\$ 40.99	Includes embroidery on the left chest, right chest, and right sleeve.
Lauderhill Fire Department Propper Tactical Polo Long Sleeve (F5356)	Propoer	\$ 45.99	Includes embroidery on the left chest, right chest, and right sleeve.
Lauderhill Fire Department Propper Tactical Polo Ladies' (F5383)	Propper	\$ 40.99	Includes embroidery on the left chest, right chest, and right sleeve.
Lauderhill Fire Deoartment Propper Tactical Polo Ladies' Long Sleeve (F5396)	Propper	\$ 45.99	Includes embroidery on the left chest, right chest, and right sleeve.
Horace Small Hidden Cargo Pants (HS2558)	Horace Small	\$ 55.36	
Horace Small Hidden Cargo Pants Ladies' (HS2559)	Horace Small	\$ 55.36	
Horace Small Men's SentrV Upgraded Pants (HS2601)	Horace Small	\$ 50.99	
Horace Small Sentry Upgraded Pants Ladies' (HS2481)	Horace Small	\$ 45.84	
Horace Small Sentry Long Sleeve Ladies w/ Zipper (HS1498 DN)(HS1190 WH)(HS1495 MB)	Horace Small	\$ 53.00	Includes Shoulder Patches
Horace Small Sentry Long Sleeve W/Zipper (HS1150 DN)(HS1149 W)(HS1494 MB)	Horace Small	\$ 53.00	Includes Shoulder Patches
Horace Small Sentry Short Sleeve (HS1250DN)(HS1249W)(HS1496MB)(HS1231FB)	Horace Small	\$ 50.00	Includes Shoulder Patches
Horace Small Sentry Short Sleeve Ladies (HS1289DN)(HS1286FB)(HS1497MB)(HS1292WH)	Horace Small	\$ 50.00	Includes Shoulder Patches
Horace Small Sentry Upgraded Short Sleeve (HS1611)	Horace Small	\$ 54.28	Includes Shoulder Patches
Lauderhill Police Department Horace Small DutyFlex Tactical Jacket (HS33BK)	Horace Small	\$ 115.00	Includes left and right chest embroidery, and reflective vinyl on the back.
Lauderhill Police Department Horace Small UVS Polo (HS5538)	Horace Small	\$ 53.05	Includes embroidery on the left chest, right chest, and shoulder patches
Elbeco TexTroc 2 Long Sleeve W/Zipper	Elbeco	\$ 68.00	Includes Shoulder Patches
Elbeco Te_xTrop 2 Short Sleeve W/ Zipper	Elbeco	\$ 63.00	Includes Shoulder Patches
Lauderhill Facilities Crew (6010)	Alpha Broder	\$ 14.00	Includes Left chest embroidery
Lauderhill Facilities Long Sleeve (5608)	SanMar	\$ 28.50	Includes Left chest embroidery
Lauderhill Facilities LS Crew (6071)	Alpha Broder	\$ 17.00	Includes Left chest embroidery
Lauderhill FD Beanie CP90	SanMar	\$ 9.50	
Mesh Shorts W/Pockets (7219)	S&S Activewear	\$ 16.70	Includes the logo on the left side.
Lauderhill FD Department Hat (NE1020)	SanMar	\$ 24.99	Includes the front/logo and American flag on the back
Lauderhill FD Soft Shell Weatherproof (6500)	S&S Activewear	\$ 65.75	Includes left chest embroidery
Lauderhill Fire Department Flex-fit hat (6277)	S&S Activewear	\$ 20.18	includes the front logo and American flag on the back
Lauderhill Fire Department Trucker Cap (6511)	S&S Activewear	\$ 18.00	Includes the front logo
Lauderhill Fire "R" Heroes USA Fire Work Shirt (505)	"R" Heroes	\$ 95.00	Includes embroidery on the left chest, right chest, right sleeve, and Reflective vinyl on the back
Lauderhill PD Cornerstone Tactical Polo (CS410)	Cornerstone	\$ 38.88	Includes left and right chest embroidery
Lauderhill Police Department Cornerstone Tactical Long Sleeve Polo (CS410LS)	Cornerstone	\$ 41.46	Includes left and right chest embroidery
Lauderhill Police Department Cornerstone Tactical Polo Ladies' (CS411)	Cornerstone	\$ 38.88	Includes left and right chest embroidery
Lauderhill Rangers Cornerstone Tactical Polo (CS410)	Cornerstone	\$ 38.88	Includes left and right chest embroidery
Ladies' Knit Blazer (LM2000)	Port Authority	\$ 48.77	Includes left and right chest embroidery
Lauderhill PD OTTO Cap 6 Panel Mid profile Mesh back Trucker Hat (30-287)	OTTO	\$ 19.50	includes the front logo
Flying Cross Single Breasted Dress Coat (38800) W/Single Stripe	Flying Cross	\$ 205.00	
Flying Cross Single Breasted Dress Coat (38800) W/Double Stripes	Flying Cross	\$ 225.00	
Flying Cross Single Breasted Dress Coat (38800) W/Three Stripes	Flying Cross	\$ 230.00	
Flying Cross Single Breasted Dress Coat (38800) W/Four Stripes	Flying Cross	\$ 235.00	
Flying Cross Single Breasted Dress Coat (38800) W/Five Stripes	Flying Cross	\$ 240.00	
Fire Department Navy Class A Hat (07)	Bayly Hats	\$ 64.40	
Fire Department White Class A Hat (07)	Bayly Hats	\$ 84.99	
Lauderhill Police Department Class A Cap (09)	Bayly Hats	\$ 55.00	
Lauderhill Fire Fleet Shirts (minimum quantity 24)	In Unison Apparel	\$ 15.00	
Lauderhill Fire Logistics Shirts (minimum quantity 24)	In Unison Apparel	\$ 14.50	
Boston Leather Garrison Belt (6505) up to 44"	Boston Leather	\$ 25.00	
Boston Leather Garrison Belt (6505) 46-54"	Boston Leather	\$ 27.94	
Boston Leather Garrison Belt (6505) 56-68"	Boston Leather	\$ 30.47	
Southeastern Code 3 L/5 Shirt Women's (L3102)	Southeastern	\$ 48.50	Includes Shoulder Patches
Southeastern Code 3 S/5 Shirt Women's (L3202)	Southeastern	\$ 43.50	Includes Shoulder Patches
Southeastern Code 3 L/5 Shirt Men's (3102)	Southeastern	\$ 48.50	Includes Shoulder Patches
Southeastern Code 3 S/5 Men's (3202)	Southeastern	\$ 43.50	Includes Shoulder Patches

Lauderhill PD Liberty Reversible Raincoat (586MFL)	liberty	\$ 82.50	
Lauderhill Rangers Edwards Garment Jacket (3430)	Edwards Garment	\$ 28.00	Includes Left chest embroiderv
United Uniform Mesh Safety/High Visibility Vest (UM128) (S-M)	United Uniform	\$ 45.99	
United Uniform Mesh Safety/High Visibility Vest (UM128) (2XL • 6XL)	United Uniform	\$ 50.46	
Fire Department Badge (Blackinton) - Gold Plate	Blackinton	\$ 89.50	
Fire Department Badge (Blackinton) - Rhodium	Blackinton	\$ 80.40	
Navy Samuel Broome Clip-On Necktie	Samuel Broome	\$ 6.95	
ORIGINAL SWAT 6" WATERPROOF SIDE ZIP COMPOSITE TOE BOOTS (116101)	Original Footwear	\$ 113.50	
Original SWAT Classic 9" Composite Toe Side-Zip Boots (116001)	Original Footwear	\$ 105.50	
Thorogood 6" Quick Release Station Boot Safety Toe (831-6134)	Thorogood	\$ 95.00	
Thorogood Dress Academy Oxford (831-6031)	Thorogood	\$ 85.00	
Reeves Name Plate	Reeves	\$ 20.90	
Unisex V-neck Cardigan	Classroom	\$ 47.00	Includes Left chest embroiderv
Bianchi Belt Keeper model 7406 or 7906	Safariland	\$ 21.99	
Bianchi Nylon Duty Belt 7200	Safariland	\$ 61.50	
Bianchi Nylon Inner Belt (7205)	Safariland	\$ 31.50	
Bianchi Universal Radio Holder w/ Swivel (18521)	Safariland	\$ 48.00	
ALTERATIONS Hemming	PER ITEM	\$ 14.00	
EMBROIDERY City Logo/ Patches	PER ITEM	\$ 6.50	
BALANCE OF LINE (SHOULD THE CITY CHOOSE TO PURCHASE ITEMS THAT ARE NOT LISTED ABOVE)			

Attachment "A"

Tab#1

In Unison is a family owned and operated uniform retailer founded almost 20 years ago in South Florida. Current headquarters are in Sunrise, FL. We offer our clients end-to-end uniform outfitting with in-house alterations and embroidery/printing services. Our range of products includes brand name items, private label garments and customized clothing.

Accessibility and customer service are top priorities in our industry, thus in addition to our 24/7 online portal, www.inunisongroup.com, In Unison's storefronts are open 5 days per week to the public. Our commitment to delivering a premier shopping experience to all our customers has allowed us to meet the varying demands of a wide range of industries and clients.

In addition to our portal, our cloud-based task manager adds an element to our service few others can offer. It allows multiple representatives from the city or agencies to have access to every order placed, along with our internal notes, digital pick-up receipts and invoices.

After servicing the city of Lauderhill's Fire & Police department for over 3 years as well as evaluating the bid specifications, In Unison is confident in its ability to successfully service all account related uniform needs. In Unison's unique know-how, the proximity of our retail store, and our customer-service focused business model make us the optimal uniform vendor for the city of Lauderhill.

Tab#2

- For the past 3+ years In Unison has been servicing the city's Police, Fire & Facilities department with all of its uniform, accessories and footwear needs.
- With the help of agency administration, In Unison helped put together the uniform programs currently in place both on the PD and FD side.
- Proximity & Availability- In Unison's headquarters are located in 2085 N University Dr. Sunrise, FL less than 1 away from Lauderhill. We are open to the public 5 days a week, with the option of pre-scheduled extended store hours. Additionally, we offer 24/7 ordering through our online store (www.inunisongroup.com).
- Rapid Turnaround- We have an average 6-day order turnaround time. All orders are assigned a primary In Unison rep that is responsible for the entirety of the order from purchase to customer delivery. Our customers can routinely track their order once placed or directly contact their rep to obtain order details, account balances, and any additional assistance.
- Alterations, Embroidery, & Printing - In Unison offers in house alterations, embroidery and printing to all its customers. The inclusion of these additional services helps us ensure the quality of our products in all stages of production as well as achieve optimal pricing and control order turn-around.

- Inventory Forecasting- We have 20 years of computerized inventory-tracking statistics and customized algorithms that help us anticipate consumer demands. In Unison houses 6,000 sq ft of storefront space and 8,000 sq ft of warehouse in Broward County and the financial capability of ordering and customizing inventory months in advance to offer our customers on-hand merchandise.
- Order Tracking - Our order fulfillment system gives our customers the convenience of end-to-end order tracking: from order placement all the way to its delivery.
- Sizes on file - Another major advantage we have over competitors is our sizing file for the city of Lauderhill. Just last month we completed a sizing for the whole Fire Department, to avoid each firefighter having to come get fitted when an order is placed for them.
- Cost Savings - Our proximity to the city along with our size file, represents a significant cost savings to the city as it reduced the time an officer or firefighter must be out of duty while getting sized or picking up uniforms.
- Lastly it doesn't hurt to reiterate we have been servicing your agencies for the past 3 years and our knowledge of their uniform program is unparalleled. From the thread colors that go on the embroidered badges to the font used for name tapes.

Tab#3

1. In Unison's continuous growth has given us the ability to incorporate key players in different departments in order to ensure better service for our customers:

President: Ellis Stone

General Manager: Andrew Camacho

VP Business Development: Moises Cohen

Operations Manager: Iris Schoonewolff

Store Manager: Veronica Rodriguez

Assistant Store manager: Diana Sandoval

Alterations/ Seamstress: Carol Harricharan

Embroidery: Latoya McGauley

Controller: Justin Samlal

System Administrator: Sulanger Garcia

Warehouse Manager: Jorge Hernandez

Accounts Receivable: Vivian Stone

Account Payable: Patricia Mautner

2. The approach In Unison would take in these programs is to stay the course. These programs are complex and changes in them can lead to various unforeseen issues. In our latest meeting with administration, we have received very positive feedback, which leads us to believe the processes originally implemented is working as expected.
 - a. Our easy-to-use online portal makes it seamless for the quartermaster or logistics manager to place orders.

- b. The fact that all the details of information included for each item, reduce mistakes on the ordering end as well as on the fulfillment side.
- c. Given that all work, from start to finish is done in house, allows us to control the production times and quality of work. For the same reason, should a mistake arise, our ability to fix it is much more agile than a company that subcontracts any part of the process.
- d. Our most important competitive advantage and biggest asset is our staff. The relationship we possess with your administration and staff along with the knowledge we have of your program put us in a unique position to be the best suited company for your city's uniform program.
- e. Differences and challenges encountered:
 - i. When In Unison took over the city of Lauderhill uniform programs, they were completely different than what is currently in place. There was no centralized portal where uniforms could be ordered. There were paper vouchers sent in with the officers. These vouchers lacked details, got misplaced and did not have dollar amount either. This created various logistical and operational problems as the agency did not know if the officer came in to get fitted, In Unison sometimes lacked needed information to complete the order all ultimately causing delays and mistakes on orders. Our solution to this problem was to create a portal, where the customer has its own collection comprise of agency approved items. These items contain ALL the details from colors & sizes to the artwork location, size and color.
This solution expedited the reception of vouchers, as we did not have to wait for the officer to come in with the paper. It also expedited the fulfillment of the order as we did not have to verify missing information with the agency. Lastly its minimized mistakes from the vendors end as all the details were visibly on the order.

Tab#4

1. Sunrise Police Department

- a. Sunrise Police Department
- b. 10440 W Oakland Park Blvd, Sunrise, FL 33351
- c. 954-746-3370
- d. Principal and Project manager: Ellis Stone.
- e. Team: Our team is the same listed on our organizational chart and used across all contracts
- f. Description: Police uniforms and accessories.
- g. There were two main issue the city was looking to resolve in their uniform program:
 - i. Turn around time for orders
 - ii. Communication with the vendor
- h. We were successfully able to resolve the customers problems and now, 5 years later continue to service all of their uniform needs.

- i. This was the first program that required us to service them with ALL items in their uniforms and accessory program, so it required our team to get to know various items we had not worked with before like: Honor Guard uniforms, Duty gear, Badges, etc.
- j. While it was not easy, where there is a will there is a way. Our team from the top of the organization all have the same vision. When a team's visions are aligned, incredible things are achievable.
- k. Contract started in January of 2018, and we still service it

2. Plantation Police Department

- a. Plantation Police Department
- b. 451 NW 70th Terrace, Plantation, FL 33317
- c. 954-797-2100
- d. Principal and Project manager: Ellis Stone
- e. Team: Our team is the same listed on our organizational chart and used across all contracts
- f. Description: Police uniforms and accessories.
- g. Same as the previous example, the city was looking to resolve in their uniform program:
 - i. Turnaround time for orders
 - ii. Communication with the vendor
- h. We were successfully able to resolve the customers problems and now, 4 years later, we continue to service all their uniform needs.
- i. This customer presented different challenges. They order in bulk and thus require different pricing.
- j. We learned how to work differently with our vendors and maximize the savings, so we can ultimately pass them to our customers.
- k. Contract started in April of 2018, and we still service it.

3. Broward County School Security

- a. Broward County Public Schools
- b. 600 SE 3rd Ave, Fort Lauderdale, FL 33301
- c. 754-321-3258
- d. Principal and Project manager: Ellis Stone
- e. Team: Our team is the same listed on our organizational chart and used across all contracts
- f. Description: Security Uniforms
- g. After the tragedy at Stoneman Douglas, the county school board set out to secure their schools by implementing a county managed security program comprised of 1,000 + members.
- h. We successfully outfitted all 920 guards in 45 days, 4 years later, we continue to service all county safety and security.
- i. The biggest hurdle in this program was the turnaround time we had. We needed to outfit 920 guards with: 4 polos, 3 pants, 1 jacket, 1 hat and 1 belt in 45 days.

Every employee and resource we had went into making sure we could have each employee package ready for the start of the school year.

- j. Our relationships with vendors, production capabilities as well as financial liquidity were all in exhibited in order to make this program work, and it was a huge success.
- k. Contract started July 2019 and we still service it.

4. Lauderhill Fire Department

- a. Lauderhill Fire Department
- b. 1980 NW 56th Ave. Lauderhill FL 33313
- c. 954-730-2304
- d. Principal and Project manager: Ellis Stone
- e. Team: Our team is the same listed on our organizational chart and used across all contracts
- f. Description: Fire Department uniforms and accessories
- g. Same as the previous examples, the city was looking to resolve in their uniform program:
 - i. Turnaround time for orders
 - ii. Communication with the vendor
 - iii. Better quality uniforms
- h. We were successfully able to resolve the customers problems and now, 3 years later, we continue to service all their uniform needs.
- i. This was the first Fire Department uniform program we serviced, which required understanding different buying patterns as well as items.
- j. While it required weekly meetings with the department and some patience for the first few months, In Unison delivered on all the agencies requests, from having an online portal to being able to see and comment on all open orders.
- k. Contract started in December of 2018, and we still service it.

5. Lauderhill Police Department

- a. Lauderhill Police Department
- b. 6279 W Oakland Park Blvd, Lauderhill, FL 33313
- c. 954-497-4700
- d. Principal and Project manager: Ellis Stone
- e. Team: Our team is the same listed on our organizational chart and used across all contracts
- f. Description: Police uniforms and accessories
- g. Same as the previous examples, the city was looking to resolve in their uniform program:
 - i. Turnaround time for orders
 - ii. Communication with the vendor
 - iii. Better quality uniforms
- h. We were successfully able to resolve the customers problems and now, almost 3 years later, we continue to service all their uniform needs.

- i. We took this agency right at the start of COVID, which proved to be a major challenge, as we had to deal with never before faced hurdles like: Lockdowns, employee shortages and supply chain issues.
- j. Communication and honesty were key, particularly at the start of this program. We had to re-learn how to operate our business in this environment. After a few months and extensive internal meetings, we were able to adjust our buying patterns, incorporate pre-booking into our operation in order to make sure we always had stock of our core items.
- k. Contract started March 2020, and we still service it.

Tab#S

Most of these points were answered in above paragraphs, so we will not go too deep into every question in this section. Yet we do see a trend where agencies are in search for new, more customer serviced oriented uniform accompanies to service them. At In Unison we are trying to fill that void but listening to our customer needs and incorporating them into our model. This is how we reached the point of having:

Service center close to customers

In-house Printing and Embroidery

In-house alterations

Dedicated portal for each customers uniform collection

Shared Portal to improve communication with customer

Deep stock levels

We believe the future of the industry lies in a hybrid model between the small mom & pop store and the bid hedge fund backed companies, where agencies can take advantage of the latest technologies in the indury yet still being able to come in and have human interaction with the team servicing them.

When In Unison decided to enter the Public Safety industry the market was comprised of companies in two opposite sides of the spectrum:

1. Mom & Pop shops: While their intentions were in the right place, their outdated systems and operation did not allow them to properly service agencies and their needs.
2. Large Hedge Fund Companies: These have the deep pockets to invest in all the latest technologies, yet they lacked the customer service, quality control and human touch.

Recognizing this void In Unison set out to bridge that gap and create a hybrid company that took the best of both worlds. We took the following approach to best deliver on our customer's needs:

1. A physical location within a 10-mile radius of any customer we service. This allows for convenient accessibility as well as major cost savings to the agency due to a reduction in officers commute time.

2. In-house embellishment (printing & embroidery) as well as alteration in order to control our quality and turnaround time.
3. Industry leading Systems. Systems are the backbone of an operation. They give us the flexibility of offering our customers with a variety of services, sales channels along with the appropriate data needed to stock the right levels of inventory.
4. Industry Experienced Staff. Our staff is unrivaled by any of our competitors

Tab #6 - Cost Exhibit is attached separately.

Tab#7

President: Ellis Stone

General Manager: Andrew Camacho

Operations Manager: Iris Schoonewolf

Store Manager: Veronica Rodriguez

Assistant Store manager: Diana Sandoval

Alterations/ Seamstress: Carol Harricharan

Embroidery: Latoya McGauley

Controller: Justin Samlal

System Administrator: Sulanger Garcia

Warehouse Manager: Jorge Hernandez

Accounts Receivable: Vivian Stone

Account Payable: Patricia Mautner

EXHIBIT III

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

EXHIBIT IV

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____

Entity: _____

Signature: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____.

(SEAL)

Signature of Notary Public – State of Florida

Print, type of stamp commissioned name of
Notary Public

Personally Known OR Produced Identification

Type of Identification Produced _____



November 4, 2025

In Unison School Apparel, LLC

Attn: Ellis Stone, President
2085 N. University Drive, Suite 33
Sunrise, FL 33322

Subject: Contract Renewal Approval – RFP 2023-002

Fire/Rescue and Police Officer Uniforms

Dear Mr. Stone,

The City of Lauderhill is pleased to inform you that the City intends to exercise the renewal option for the contract awarded under RFP 2023-002 – Fire/Rescue and Police Officer Uniforms between the City of Lauderhill and In Unison School Apparel, LLC, originally executed on April 21, 2023.

The renewal will extend the existing agreement for an additional **one-year term** beginning upon the expiration of the current contract, under the same pricing, terms, and conditions outlined in the original agreement.

Please confirm your acceptance of this renewal by signing below and returning a copy of this letter to the Purchasing Division at your earliest convenience.

Thank you for your continued partnership and service to the City of Lauderhill.

Sincerely,

A handwritten signature in cursive script, reading "Kentaro H. Oykes".

Purchasing Manager
City of Lauderhill

Acknowledgment and Acceptance of Renewal

I, the undersigned, hereby acknowledge and accept the renewal of the agreement between the City of Lauderhill and In Unison School Apparel, LLC for an additional one-year term under the same terms and conditions.

Authorized Signature: _____

Name: Ellis Stone

Title: President

Date: 02/10/2026

The City of Lauderhill
5581 W. Oakland Park Blvd., Lauderhill, FL 33313
Ph:(954)739-0100 | Fax:(954)730-3025
www.lauderhill-fl.gov