

**State of Florida  
Department of Transportation**



INVITATION TO BID

**WEIGHT INSPECTOR UNIFORMS AND ACCESSORIES**

**CONTRACT ID: ITB-DOT-15/16-9017-CA**

**EFFECTIVE DATES**

January 1, 2016 – December 31, 2020

**VENDOR**

**Galls, LLC**

**MFMP Contract #: CR7282**

**PRICE SHEET**

BID #: ITB-DOT-15/16-9017-CA

FOB: Statewide

BID TITLE: Weight Inspector Uniforms and Accessories

<b>Lot/Line Item #</b>	<b>Description</b>	<b>Unit Price / Each</b>
1)	Supervisor Male Polo Short Sleeve Shirt	<b>\$ 33.19</b>
2)	Supervisor Female Polo Short Sleeve Shirt	<b>\$ 33.19</b>
3)	Supervisor Female (Maternity) Polo Short Sleeve Shirt	<b>\$ 33.19</b>
4)	Scale Maintenance Technician Male Polo Short Sleeve Shirt	<b>\$ 33.19</b>
5)	Scale Maintenance Technician Female Polo Short Sleeve Shirt	<b>\$ 33.19</b>
6)	Scale Maintenance Technician Female (Maternity) Polo Short Sleeve Shirt	<b>\$ 33.19</b>
7)	Weight Inspector Male Polo Short Sleeve Shirt	<b>\$ 33.19</b>
8)	Weight Inspector Female Polo Short Sleeve Shirt	<b>\$ 33.19</b>
9)	Weight Inspector Female (Maternity) Polo Short Sleeve Shirt	<b>\$ 33.19</b>
10)	Weight Inspector Male Rip Stop Trousers	<b>\$ 32.04</b>
11)	Weight Inspector Female Rip Stop Trousers	<b>\$ 32.04</b>
12)	Weight Inspector Female (Maternity) Rip Stop Trousers	<b>\$ 75.86</b>
13)	Unisex Raingear Jacket	<b>\$ 112.00</b>
14)	Weight Inspector Male Rip Stop Trousers with Adjustable Waist Band	<b>\$ 32.04</b>
15)	Weight Inspector Female Rip Stop Trousers with Adjustable Waist Band	<b>\$ 32.04</b>
16)	Weight Inspector Female (Maternity) Rip Stop Trousers with Adjustable Waist Band	<b>\$ 75.86</b>
17)	Unisex Safety Vests	<b>\$ 34.00</b>
18)	Unisex All/Weather Jackets with Liner	<b>\$ 197.00</b>
19)	Leather Belt with Velcro Closure	<b>\$ 22.03</b>
20)	Leather Belt with Silver Buckle	<b>\$ 20.54</b>
21)	Unisex Ball Cap	<b>\$ 10.93</b>

All sizes listed on sizing charts shall be the same as size information on garment labels.

**Special Orders**

"Special Orders" for sizes other than those listed in the specifications will be charged **10%** in addition to the Unit Price per garment/item.

**MFMP Transaction Fee:**

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14. However, all vendors should be aware that effective November 1<sup>st</sup>, 2015 through July 1<sup>st</sup>, 2016, in accordance with Senate Bill 2502-A, the Transaction Fee will change from one percent (1%) to seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

Prices: All prices are to be net delivered prices F.O.B. destination to various locations in the State of Florida.

**NOTE:** In submitting a response, the bidder acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

**ACKNOWLEDGEMENT:** I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Bidder: \_\_\_\_\_ FEID# \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed/Typed: \_\_\_\_\_ Title: \_\_\_\_\_

**ORDERING INSTRUCTIONS**

Bid Number: ITB-DOT-15/16-9017-CA

Title: Weight Inspector Uniforms and Accessories

NOTE: ALL ORDERS SHOULD BE DIRECTED TO:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID): F20-3545989

VENDOR: Galls, LLC

ADDRESS: 1340 Russell Cave Road

CITY, STATE, ZIP: Lexington, KY 40505

TELEPHONE: 800-876-4242 x2171

TOLL FREE NO.: (800) 876-4242 FAX NO.: 877 / 914-2557

DELIVERY: DELIVERY WILL BE MADE WITHIN 7-10 DAYS AFTER RECEIPT OF PURCHASING CARD TRANSMITTAL OR PURCHASE ORDER.

PRODUCT INFORMATION: DIRECT QUESTIONS TO:

NAME & TITLE: Bill Burgess, Account Manager

ADDRESS: 1340 Russell Cave Road

CITY, STATE, ZIP: Lexington, KY 40505

TELEPHONE: 800 / 876-4242 x2171

TOLL FREE NO.: (800) 876-4242 FAX NO.: 877 / 914-2557

INTERNET E-MAIL ADDRESS: burgess-bill@galls.com

INTERNET WEBSITE URL: [www.galls.com](http://www.galls.com)

Will you accept the State of Florida Purchasing Card (VISA)?  Yes

## EXHIBIT "A" SPECIFICATIONS

### Statement of Purpose

The Department wishes to obtain competitive proposals from highly-qualified Contractors for the purchase of uniforms and components as specified herein for Motor Carrier Size and Weight (MCSAW) Division. The vendor shall develop and maintain a uniform program that shall provide all uniforms and components as specified herein.

Contractors capable of meeting the herein stated criteria and specifications are requested to submit a proposal. The proposal should include the company's product information as well as detailed specifications, uniform samples, specified fabrics, as well as any other information pertaining to the company's ability to meet or exceed the minimum stated criteria set forth herein. The Department will award all items to one vendor.

1. Male & Female (including maternity) ripstop pants, leather belt, ball cap and Male & Female (including maternity) polo for weight inspector.
2. Raingear Jacket and Male & Female (including maternity) pants, all-weather jacket with liner and safety vest.

### Vendor Requirements

**Order Form** - The Vendor shall provide a uniform order form for each Supervisor, Scale Maintenance Technician and Weight Inspector with the uniform components listed, sizing charts, specific order instructions, and the price for each item. The order form should also allow for "Special Orders" for sizes other than those listed in the specification, or a separate form can be developed for Special Orders. A sample form(s) will be provided to the MCSAW for review and approval prior to printing. **All sizes listed on sizing charts shall be the same as size information on garment labels.** MCSAW will require a Fitter Line be placed in each of the Weigh Stations at vendor expense.

**Inventory** - All materials shall be new, of current manufacture, and carry the standard warranties prescribed for each specific fabric. Shelf inventories shall be at the risk of the vendor. Male and female uniform shirts, and pants, must be adequately stocked at all times to avoid back orders.

**Measurements** - Provide specific size information. All individual measurements will be furnished on the individual order form or the vendor shall have the option to measure the employee.

**Additions/Deletions** - During the term of the contract, the MCSAW shall have the right to make product changes that may result in additions, deletions, or revisions to awarded items/services. Specifications and prices of items added or revised must be mutually agreed upon via a contract amendment.

**Insignias** - The MCSAW logo/insignias shall be applied to all clothing components as listed in the specifications. The Contractor is responsible for providing the MCSAW logo/insignias which must be tested and certified washable and guaranteed to contain the finest stitching available.



**Color Quality** - Uniforms furnished throughout the life of the contract must be standard color, as provided in these specifications, and shall not change throughout the life of the contract.

**Fabric** - All fabric shall meet standard shrinkage allowance of approximately 2%, be color fast, and be GUARANTEED WASHABLE. The fabric used is to include a fashion clear finish, soil release that combines with color bright retention, have moisture absorbency, and provide maximum comfort.

**Labeling** - All garments must have a label permanently affixed to each garment giving the size, fiber content, and brand. Each garment should denote CAUTION: NOT FLAME RETARDANT.

**Care Instructions** - All garments must have a care label with specific laundering and cleaning instructions permanently attached.

**Pressing and Packing-** Shirts shall be carefully pressed in first class manner. Shirts are to be shipped in strong boxes so as not to be damaged in shipment.

**Delivery** - Delivery of all uniform items shall be completed within 15 calendar days after receipt of the order. Any item(s) shipped but not accepted because of non-compliance with the specifications must be replaced within five (5) calendar days after notification to the contractor by the local MCSAW uniform representative. The vendor shall be responsible for all costs of any item(s) found not to be in compliance with specifications. The vendor will provide to the Department a procedure for return of unacceptable goods. A "pick-up" order type system is suggested. Individual orders must be shipped by name and will be subject to examination and inspection by the local MCSAW uniform representative before final acceptance.

**Acceptance** - Any item not complying with the specifications will be rejected and returned at the contractor's expense. The MCSAW must be informed by e-mail of any delay in delivery by the contractor at least seven (7) calendar days prior to the scheduled delivery date. Justification for this delay, and the steps the contractor will take to avoid future delay, shall be provided to the requesting office. Any correspondence by either party pertaining to an order must identify the individual ordering, order number, and the order date.

**Item:**

### **Weight Inspector Ripstop Male & Female (including Maternity) Trousers/Field Pant Specification**

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**Color:** Navy

**Fabric:** 65/35% Ripstop Poly/Cotton

**Style:** Field Pant with adjustable waistband

**Sizes:** Waist sizes 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 46, 48, 50, 52, 54, 56, and 58 are available with inseams 25" – 36". Pants hemmed to length. Special sizes must be made available upon request (male cut, female cut, maternity cut). (Non-returnable)

**Pockets:** The front pocket opening should be quarter top style reinforced with an additional ply of material across bottom. Pocket edge (facing) is reinforced with a woven lining for stability. 42-stitch bartacks reinforce points of stress on front pocket openings for superior durability. Minimum pocket opening is 5 ½". Lined, double welt back pockets finish 5 ½" wide, clean finished on both inside and outside of pocket bag. 42-stitch bartacks on pocket ends provide increased strength at stress points. Two-needle set lined flaps have hook and loop closure over back pockets. Functional, double bellows pockets on left and right legs have flaps with hook and loop closure. Flaps are attached with two-needle topstitching and bartacks, and have an additional tack forming a pencil tunnel through flap. Inside each pocket is a 3" long elastic strap. Right pocket has an additional two-way bellows pocket with flap that is bartack reinforced at stress points.

**Waistband:** Adjustable

**Inside Trim:** The right fly lining/crotch piece extension should be the pocketing fabric, and is sewn flat. The right fly lining is to be sewn to the left fly below the zipper and continues, centered on the joined seam, across the inseam and end at least 1" onto the back seam. A non-woven interlining is sewn to the left fly for improved smoothness. Left fly and seatseam edges are bound with black, polyester/cotton bias-cut tape.

**Zipper:** The trousers should have a brass, memory-lock zipper with a brass bottom stop. A 42-stitch bartack is to be sewn from the outside of the garment to the inside at the bottom of the fly capturing the zipper tape, the right and left fly and the right fly lining. The right and left fly are joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.

**Belt Loops:** All belt loops are to be lined, sewn with a 2-row coverstitch, and attached in the waistband seams. There is to be a minimum of seven belt loops, including one at the center back for outlet seam. The belt loops are 1 ¼" wide with a minimum 2 ¼" loop opening.

**Reinforcements:** The knees should be reinforced with an additional ply of material that is sewn in the inseam and outseam and edgestitched to trouser leg on top and bottom. Seat is to be reinforced with an additional ply of material that is edgestitched to trouser and inserted in seatseam.

**Seaming:** The entire trouser is to be sewn with polyester core or 100% polyester spun thread. The seat seam shall be stitched with a tandem needle seatseaming machine and two-needle topstitched. Outseam is safety stitched and two-

needle topstitched.

**Care Instructions:** Machine wash in warm delicate cycle. Wash darks separately. Use any detergent, but not soap, bleach or fabric softener. Tumble dry, low heat and remove. Trousers shall be carefully pressed in first class manner. Trousers are to be shipped in strong boxes so as to not be damaged in shipment.

**Label:** All trousers must have a vendor's label permanently attached at the center of back yoke with a size tab indicating country of origin inserted in the left side of the label. Also attached is a serialized barcode label (or a tracking device attached to all garments for the purpose of tracking life of garment). with lot number, fiber content, care instructions and manufacturing number. This allows tracking capabilities of fabric performance and production quality, more accurate distribution processes, and employee-level detail once garment is shipped. Visa® hangtag attached to label in shirt neck.

**CAUTION: NOT FLAME RESISTANT.**

**Shipping:** Trousers shall be carefully pressed in first class manner. Trousers are to be shipped in strong boxes so as to not be damaged in shipment.

**Item:**

## **Weight Inspector Ripstop Male & Female (including Maternity) Trousers/Field Pant**

### **SPECIFICATIONS**

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**Color:** Navy

**Fabric:** 65/35% Ripstop Poly/Cotton

**Style:** Field Pant

**Sizes:** Waist sizes 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 44, 46, 48, 50, 52, 54, 56, and 58 are available with inseams 25" – 36". Pants hemmed to length. Special sizes must be made available upon request (male cut, female cut, maternity cut). (Non-returnable)

**Pockets:** The front pocket opening should be quarter top style reinforced with an additional ply of material across bottom. Pocket edge (facing) is reinforced with a woven lining for stability. 42-stitch bartacks

reinforce points of stress on front pocket openings for superior durability. Minimum pocket opening is 5 ½". Lined, double welt back pockets finish 5 ½" wide, clean finished on both inside and outside of pocket bag. 42-stitch bartacks on pocket ends provide increased strength at stress points. Two-needle set lined flaps have hook and loop closure over back pockets. Functional, double bellows pockets on left and right legs have flaps with hook and loop closure. Flaps are attached with two-needle topstitching and bartacks, and have an additional tack forming a pencil tunnel through flap. Inside each pocket is a 3" long elastic strap. Right pocket has an additional two-way bellows pocket with flap that is bartack reinforced at stress points.

**Waistband:** Outside waistband is 2" wide (self-material) sewn to a 2-7/16" black, Snug-Tex® waistbanding. Waistband is reinforced with 7/8" Ban-Rol®.

**Inside Trim:** The right fly lining/crotch piece extension should be the pocketing fabric, and is sewn flat. The right fly lining is to be sewn to the left fly below the zipper and continues, centered on the joined seam, across the inseam and end at least 1" onto the back seam. A non-woven interlining is sewn to the left fly for improved smoothness. Left fly and seatseam edges are bound with black, polyester/cotton bias-cut tape.

**Zipper:** The trousers should have a brass, memory-lock zipper with a brass bottom stop. A 42-stitch bartack is to be sewn from the outside of the garment to the inside at the bottom of the fly capturing the zipper tape, the right and left fly and the right fly lining. The right and left fly are joined by an additional bartack located below the bottom zipper stop on the inside of the trouser.

**Belt Loops:** All belt loops are to be lined, sewn with a 2-row coverstitch, and attached in the waistband seams. There is to be a minimum of seven belt loops, including one at the center back for outlet seam. The belt loops are 1 ½" wide with a minimum 2 ¼" loop opening.

**Reinforcements:** The knees should be reinforced with an additional ply of material that is sewn in the inseam and outseam and edgestitched to trouser leg on top and bottom. Seat is to be reinforced with an additional ply of material that is edgestitched to trouser and inserted in seatseam.

**Seaming:** The entire trouser is to be sewn with polyester core or 100% polyester spun thread. The seat seam shall be stitched with a tandem needle seatseaming machine and two-needle topstitched. Outseam is safety stitched and two-needle topstitched.

**Care Instructions:** Machine wash in warm delicate cycle. Wash darks separately. Use any detergent, but not soap, bleach or fabric softener. Tumble dry, low heat and remove. Trousers shall be carefully pressed in first class manner. Trousers are to be shipped in strong boxes so as to not be damaged in shipment.

**Label:** All trousers must have a vendor's label permanently attached at the center of back yoke with a size tab indicating country of origin inserted in the left side of the label. Also attached is a serialized barcode label (or a tracking device attached to all garments for the purpose of tracking life of garment). with lot number, fiber content, care instructions and manufacturing number. This allows tracking capabilities of fabric performance and production quality, more accurate distribution processes, and employee-level detail once garment is shipped. Visa® hangtag attached to label in shirt neck.

**CAUTION: NOT FLAME RESISTANT.**

**Shipping:** Trousers shall be carefully pressed in first class manner. Trousers are to be shipped in strong boxes so as to not be damaged in shipment.

## **SPECIFICATION FOR STYLE S3616 WeatherTech®/Waterproof Systems Shell Jacket**

### **SHELL FABRIC**

The shell fabric shall be Tactel® - 100% Nylon two-ply with a water repellent finish.

### **Permanent Body Lining**

Cloth type: 100% Nylon Taffeta, 70 Denier warp and fill, color black, with a waterproof /breathable – WeatherTech® coating. All lining joining seams shall be safety stitched and then sealed with 1" heat sealed tape to prevent leakage. The tape shall be applied by hot air method. All stitching through the shell lining shall be sealed with waterproof tape. The lining material shall extend through the top collar of the shell garment to form a waterproof barrier. There shall be 2 female snaps at the seam joining point and opposite, approximately 2 ¼" from the sleeve bottom, to attach to the removable liner.

The parka lining shall be 100% 210T nylon taffeta. There shall be inside zippers sewn on top of front zipper tape on both sides to accommodate an optional zip-in liner (S327). The inside facing zippers shall be #5

Delrin reversible measuring approximately 26" long (Large/Reg). There shall be an 8" nylon coil zipper on a facing of shell material for access to the outer shell for embroidery or customization to the left front chest of jacket without sewing through waterproof membrane.

### **FRONT**

There shall be a 2-way zip to the neck YKK zipper with a double storm fly that secures with 6 high compression snaps (size Large/Regular).

### **POCKETS**

There shall be 2 zippered pockets, one on each side under the double covered wind fly. Each pocket shall measure 9" long. There shall be 2, 2-way front pockets on the outside front of the jacket shell which shall be lined with fleece and snap close. Next to each front pocket, closest to the zipper, there shall be 2 Val covered, zippered storage pockets. Each pocket shall measure 8" long. Inside the jacket there shall be 2 welt covered, zippered storage pockets made of shell fabric on the outside and lining fabric on the inside of each pocket. The pockets shall measure 9 ¼" long by 6 ½" wide.

### **EPAULETS**

There shall be two crossed stitched epaulets that attach to the shoulders of the garment with a snap. The epaulets shall measure 7" long by 2" wide and forming a point at the end closest to the neckline (size Large/Regular).

### **BOTTOM BAND**

There shall be an elasticized back bottom band with a full front bottom band. There shall be zippered side vents that have a double snap adjustment on each side. The side vent zippers shall measure approximately 10" long.

### **SLEEVES**

The sleeves shall be two-piece, semi-modified dolman construction for complete freedom of movement. There shall be a black enameled eyelet located approximately ½" up from each cuff to allow for drainage. The shoulder seams shall have an inside facing on the sleeve side, 1 ½" wide, of WeatherTech® waterproof/breathable material and taped with sealing tape to prevent leakage. The reinforcement patch shall be 5 sided. The under sleeves shall feature

ventilating pit-zips with #5 Delrin zipper that measure approximately 12" long The pit-zips shall be covered with a welt of shell material 12" long X 1/2" wide.

### **CUFFS**

There shall be a cuff formed of 2 pieces of shell material approximately 1 5/8" wide at the bottom. Half of the cuff shall be heavy-duty elastic stretched and sewn with 2 threads. There shall be a cuff tab adjustment approximately 1 1/4" wide tapering to approximately 3/4" wide by 3" long with a female snap. The top half of the cuff shall be interlined and shall have 3 male snaps for cuff adjustment.

### **HOOD**

There shall be a Val covered zipper with a 3-piece, drop in, waterproof hood. The Val cover shall measure 8 3/4" long. The hood shall be constructed of shell material and lined with a Weather Tech® waterproof/breathable lining that shall drop in between the shell and lining at the collar. The hood shall be attached to the bottom of the zipper opening on the under collar. The under collar opening shall be approximately 1" from the neckline and 2 1/2" from end of the collar and close with a 7" nylon coil zipper. All hood lining joining seams shall be taped with 1" waterproof tape applied by the hot air method to prevent leakage. There shall be an elasticized draw cord with double hole, self-contained cord locks for hood adjustment and inserted into each side of the hood.

### **COLLAR**

The collar shall be made of 2 plies of the shell material with an interlining sewn to the top collar for stability and measure 3 3/4" high. The collar points shall be well shaped and symmetrical. There shall be a 7" nylon coil zipper opening on the under collar centered approximately 1" up from the neckline and 2 1/2" from the top of the collar edge for the drop in hood. There shall be 4" triangle covers on both edges of the collar to secure the optional jacket liner collars when inserted into the shell parka.

### **SNAPS**

All snaps used throughout shall be spring loaded compression snaps.

### **COLOR**

Dark Navy (011)

### **SIZES**

Regular	Small – 5XL
Longs	Medium – 5XL

### **NOTE:**

**If bidding other than the specified Spiewak product, the following requirements must be provided at the time of the bid opening. Failure to do so will result in immediate disqualification.**

**ADDITIONAL REQUIREMENTS:** Failure to provide any of the following will be cause for rejection.

1. Manufacturer must be ISO 9001:2000 Certified and must submit a copy of their certification with their bid. ISO 9001:2000 certificate must be dated prior to bid opening date.
2. Certification/Verification Documents: If bidding other than the specified Spiewak product, successful bidder must provide third party documentation from an accredited independent third party lab or a certificate from the mill/converter/manufacturer with their bid which must be dated prior to the bid release date and that proves the variation(s) of their bid non-specified garment meets and/or exceeds the required performance of the components, design, and construction required in this specification. A third party lab is defined as a lab in which neither the manufacturer nor the bidder has any ownership or interest nor for which the relationship between the two companies is strictly a customer-provider relationship. Certification from mill/converter/manufacturer must be on that supplier's (NOT THE BIDDER) letterhead or official form with company address, phone number and must include the manufacturer's part number.

At a minimum all bidders bidding garments other than the specified SPIEWAK garment must provide with their bid a copy of certified test results from an accredited independent third party testing lab or certification from the mill/converter/manufacturer for the following components:

- A. Basic Shell Fabric
- B. Lining Shell Fabric
- C. Interlining
- D. Snaps
- E. Zippers

- F. Hook & Loop
- G. Eyelets & Washers
- H. Elastic

3. The manufacturer must provide a published lifetime, or limited lifetime, warranty against product defects, component failure, and waterproofness. There shall be no special warranties for this bid.
4. If bidding other than the specified product bidder must provide a full size run of garments at the time of bid opening: Small – 5XL Regs; Medium – 5XL Longs.
5. If bidding other than the specified garment bidder must provide, at the time of bid opening, a third party certification letter from an accredited independent laboratory indicating the entire finished garment meets all the written requirements as specified in entirety.
6. If bidding other than the specified Spiewak garment, Bidders must supply with their bid a letter from the manufacturer of the garment bid with contact names, addresses, and phone numbers for a minimum of 12 law enforcement agencies that have at least 500 uniformed personnel in the U.S. that are currently purchasing the product submitted.
7. Item bid shall be a stock product and must be available for viewing by agencies and must be published in a bound 2009 catalog.

### **S327 PUBLIC SAFETY FLEECE**

#### **DESIGN**

The garment shall be full cut, waist length intermediate weight fleece jacket with performance features designed

for public safety use and shall have a full zip front to top of the collar, adjustable sleeves, wind-toggle system, waist draw cord, zippered hand warmer pockets and shall be constructed to allow for customization. All dimensions and lengths are based on men's size large. Dimensions and lengths for all other sizes must be graded appropriately. All seams shall be double needle stitched unless otherwise noted in this specification.

#### **FABRIC**

The basic fabric shall be a 100% polyester micro-filament circular knit terry, brushed, two-side anti-pill; and shall undergo an additional vacuum or blow-out step in production (in line or off line) for maximum anti-pill performance. The jacket shall have 100% Tactel® nylon fabric reinforcements sewn on the shoulders and lower arms to add body and protection. Tactel® yarn size shall be N/F 70 D/FD x N/ATY 240 D/FD, Density shall be 156 x 52, weight shall be 168 g/yd, and the back coating shall be PU coated w/p 600mm.

#### **BODY DETAIL**

The front zipper shall be a 24-inch YKK Vislon zipper capable of zipping into style S578V outer shell. There shall be an inside storm flap made of Tactel® nylon and backed with Tricot. The hand-warmer pockets shall have a 7 inch YKK nylon coil zipper. The hand warmer pockets shall be lined with nylon and tricot. The front yoke shall be Tactel® nylon and shall be sewn on top of the micro-fleece body. All seams shall be double needle except the sleeves, which shall be single needle. Shoulders feature mic-tabs/epaulets permanently affixed and made from same Tactel® shell fabric, inner lined with V-Max Pellon. The body of the jacket shall be tapered to allow the garment to be tucked. The sleeves shall have Tactel® nylon sewn on top of the micro-fleece beginning approximately 8 ½ inches down from the shoulder seam and go all the way down to the end of the cuff. The Tactel® nylon shall only be sewn into the sleeve seam and extend approximately 13 inches around the circumference of the sleeve at the elbow tapering down approximately 10 inches at the cuff. The cuff shall be gathered and sewn with elastic and a closure tab using YKK Power hook and loop. Standard hook will not be allowed. The elbow reinforcements shall be double needle stitched except where it is sewn into the sleeve seam and shall have articulated seams as is appropriate for proper sleeve function. The inside of the sleeves shall be fully lined with smooth Tricot mesh, for wearer comfort, and ease of use. The back yoke shall be approximately 8 ½ inches down from the shoulder seam and extend all the way across the back of the garment. The collar shall be made of Tactel® nylon and micro-fleece with the micro-fleece on the inside of the garment.

## **INSIDE DETAIL/POCKETS**

Tactel® Nylon shall be used for reinforcement on inside of garment from armholes/yoke to the base of the garment. Two inside secure pockets are to be in the garment. The left facing pocket shall be a patch pocket approximately 7"x 6" and shall be secured with a 7 inch YKK coil zipper sewn vertically in the front of the pocket. The right facing pocket shall be a top opening bag pocket approximately 8 inches wide and 10 inches deep. The pocket opening shall be secured using a 1½-inch piece of YKK Power hook and loop sewn at the center of the pocket opening. There shall be a tunneled draw cord at the bottom sweep on the jacket. The tunnel shall be created by folding under the Tactel®/Fleece at base of garment. The draw

cord shall be elasticized and the ends sewn down inside the tunnel at both ends and shall exit the tunnel at either side of the garment using a finished button hole. At the exits the draw cord shall have a bead and barrel lock to allow the cord to be tightened. There shall be a snap tab on each side seam on the inside of the garment approximately 3 inches up from the bottom to secure the elasticized shock cord when tightened. The snaps on the tabs shall be high compression spring loaded snaps. There shall be a badge tab in the pocket for optional sew on by wearer.

## **COLOR**

Dark Navy (011)

## **CARE**

Garment is to be fully machine washable. Tumble dry low setting. Do not iron, do not bleach, use mild soap.

## **SIZES REGULAR**

S-5XL LONG M-5XL

## **REQUIREMENTS**

To insure ongoing service as well as consistency in providing an in-stock garment, the following criteria must be provided at the time of bid opening. Failure to meet any of the below requirements will result in immediate disqualification of bid.

1. Manufacturer must be ISO 9001: 2000 certified and a copy of certificate shall be included with bid and dated prior to bid release date.
2. If bidding other than Spiewak product, successful bidder must provide third party independent test reports showing that the following components meet the written spec:  
  
Tactel Fabric  
Zippers  
Basic fleece fabric Hook and Loop  
Tricot mesh Snaps
3. The manufacturer must provide a published lifetime, or limited lifetime, warranty against product defects and component failure. There shall be no special warranties for this bid.
4. If bidding other than the specified product bidder must provide a full size run of garments at the time of bid opening: Small – 5XL Regs; Medium – 5XL Longs.
5. If bidding other than the specified garment bidder must provide, at the time of bid opening, a third party certification letter from an accredited independent laboratory indicating the entire finished garment meets all the written requirements as specified in entirety.
6. If bidding other than the specified Spiewak garment, Bidders must supply with their bid a letter from the manufacturer of the garment bid with contact names, addresses, and phone numbers for a minimum of 12 law enforcement agencies that have at least 250 uniformed personnel in the U.S. that are currently purchasing the product submitted.
7. Item bid shall be a stock product and must be available for viewing by agencies and must be published in a bound 2009 catalog.

**SPECIFICATION FOR STYLE S366V ANSI  
CLASS 3 RAIN JACKET**

**General Design**

The jacket shall be a full zip to the neck garment with waterproof, taped seams, drop in hood, and reflective tape for safety and visibility of the wearer. All measurements mentioned in the construction specifications are based on stock size Large/Regular.

**Shell Fabric**

The High Visibility oxford fabric shall comply with all requirements of the current ANSI 107-2004 and EN 471 standards. All seams and retro-reflective tape shall be sealed with hot air applied seam tape to ensure waterproof integrity. The minimum fabric requirements shall meet the performance levels for the High Visibility oxford fabric as listed below. The High Visibility oxford fabric shall be 100% polyester 100T, 300 Denier X 300 Denier, 57 + 53, 215G/M2, WP2000M, breathable, and pigmented with a milky white coating. The outer shell fabric shall be color hi-visibility yellow (color code 062).

**Colorfastness to Crocking**

The color fastness to crocking both wet and dry shall be at least a 3.0 by the ANSI/ISEA 107-2004 standard in accordance with AATCC 8-20001.

**Dry & Wet**

Fluorescent Yellow                      4.5

**Colorfastness to Perspiration**

The color fastness to perspiration should be at least a grade 4.0 for color change by the Gray Scale for color change in accordance with AATCC 15-2000.

Fluorescent Yellow                      4.5

**Colorfastness to Laundry**

**Machine Laundering Domestic/Commercial Test Method AATCC 61-2001(2A) 105 °**

Should be at least a grade of 4.0. Fluorescent Yellow                      4.5

**Determination of Color – ANSI 107-2004**

**The color shall be measured in accordance with the procedures defined in ASTM E1164-02 (Single Layer). Test specimen must fulfill the colorimetric requirements of Table 2, ANSI 107-2004, for background material.**

As submitted:

X=0.3783

Y=0.5357

%Y= 1.14

After 40x Xenon:

X= 0.3726

Y= 0.5207

%Y= 1.09

**Tear Resistance (woven) ASTM D1424-96**

Ave. Force machine 30N

Ave. force cross machine 30N

**Breathability ASTM E96-00 PROCEDURE B**

4,486 g/m<sup>2</sup> /24 hr

**Water Resistance AATCC 35-2000**

**ANSI 107–2004 Requirement in Sec 7.5: < 1g of water penetration Level 1**

S366V as received: 0.3g of water penetration. After 5

laundrings: 0.4g of water penetration.

### **Water Resistance AATCC 127-19998 (HYDROSTATIC HEAD)**

>200 cm of water as received and after 5 launderings.

### **Water Repellence AATCC22-2001**

Required 90 new, 70 after 5 washings

S366V as received: 100 new, 80 after 5 launderings.

### **Reflective Tape**

There shall be 3M #8906, 2" wide silver retro-reflective tape sewn 360° around the shell of the garment for safety and visibility of wearer. The reflective properties and configuration of retro-reflective tape shall meet and exceed ANSI 107-2004 Class 3 and EN-471 minimum requirements. The placement configuration shall consist of two horizontal bands of reflective tape on the body and sleeves of the parka and a harness configuration over each shoulder of the garment. The bottom reflective horizontal stripe shall be placed 7 1/2" from bottom opening of jacket. The upper horizontal reflective band shall be placed 14 1/2" from high point shoulder. There shall be two horizontal bands of reflective tape sewn onto each sleeve. The bottom reflective sleeve band shall measure 4 1/4" from the bottom edge of the tape to the bottom edge of the sleeve opening (+/- 1/4"). The upper reflective sleeve band shall measure 9" from bottom of top band and top of bottom band. The vertical reflective tape band shall be placed 3" from the neck seam on either shoulder.

### **Front**

The parka shall have a center front #5 YKK molded, 2-way zipper extending to the edge of the collar. The center front zipper shall measure approximately 29" long (size large/regular). There shall be an outside windfly of self-goods measuring approximately 33 3/16" long by 3" wide (+/- 1/4") from the collar edge to the bottom of the parka. The front wind fly shall close with seven, 22-ligne high compression snaps. The seven compression snaps on the front wind fly shall be placed approximately 5 5/16" (+/- 1/4") apart center-to-center.

The parka shall feature angled, flap-covered front pockets that shall be placed on the front of the garment on either side. On the wearer's left side the high point of the pocket flap shall be measure 5 7/16" from the front zipper and 7/16" below the bottom of the upper horizontal reflective tape band. On the wearer's right side,

the high point of the pocket flap shall measure 5 1/2" from the right side of the front wind fly and 7/16" down from the bottom of the upper horizontal reflective tape band. The inside of the pockets shall measure 6 1/2"

wide x 7 1/2" deep. The pocket lining shall be 190T taffeta (yellow). The pocket flaps shall measure approximately 7 11/16" long x approximately 2 1/16" high and shall conceal a welt construction (covered by the pocket flap). The under pocket flap welt construction shall measure 6 1/2" long x 3/8" high. There shall be a bar tack at each end of the pocket flap for additional reinforcement.

### **Front, Back, & Sleeves**

The front, back, and sleeves shall be made from one piece of shell fabric forming a semi-dolman sleeve without a shoulder seam to prevent a possibility of leakage. The sleeves shall be joined with an underarm seam and finished with a straight cuff bearing a snap tab closure. The snap tab closure shall be made of self-fabric and shall be approximately 3 1/4" long x 2" wide. There shall be three, 22-ligne, high compression snaps placed approximately 1 7/8" apart center to center on the underside of the tab with the female compression snap side hidden between the two plies of self fabric on the snap tab.

The functional pit zip shall be located under the arm and placed between the upper reflective horizontal jacket stripe and the upper horizontal reflective sleeve stripe. The under arm zipper shall feature functional, ventilating pit-zips with a black, YKK #5 nylon coil closed end zipper measuring approximately 6" long. The pit-zips shall be covered with a welt of shell material 6 1/2" long x 5/8" wide. The pit zip shall be lined with the same mesh material as the inside body. The armpit zipper shall zip toward sleeve. On the back of the rain jacket **FDOT WEIGHT INSPECTOR**, must be in Heat sealed lettering.

### **Collar and Hood**

The stand up collar shall measure approximately 4 1/2" in height at center back from top of collar to collar seam and shall measure approximately 26" long from end to end and shall feature a 3-piece drop in hood. The side panels of the hood shall measure approximately 12" high x 8 7/8" wide. The middle section of the 3-piece hood shall measure approximately 4 1/4" wide and shall be sewn single needle raised. The hood shall have a tunneled draw cord made of multi-strand braided, nylon 1/8" wide, black in color and sewn into a channel at the perimeter of the hood with adjustment

secured by a spring loaded barrel lock on either side of hood. The tension loaded barrel lock shall measure approximately 1" long x 3/8" wide x 1/4" deep and shall be black in color. The 39" long draw cord shall exit the hood channel via a ligne-14 metal eyelet with a 3/16" opening and placed 7/8" from end of hood channel opening to center of eyelet. The hood shall be fully lined with 210T nylon taffeta (color black).

The collar shall feature a horizontally centered, Val cover of self-fabric, placed directly over the zippered hood "pocket" to insure waterproof integrity of the garment. The hood zipper shall be black, YKK #3, nylon coil and shall measure approximately 9 1/2" long The Val cover shall measure approximately 10 5/8" long x 2 1/4" wide.

### **Inside Detail**

The inside of the parka shall be partially lined with a polyester mesh fabric approximately 22" from the top of collar (size large/regular). The inside mesh lining shall be 100% polyester, 55/GSM, 150cm, Azo-free, yarn size 50 denier, knit machine 28 gauge, 9 stitches per inch, 1 mm holes, black color and shall have a two way stretch minimum of 20% one way and 35% the other way. The woven, non-fusible interling (white) shall be located between the plies of the pocket flaps, collar, snap tabs, Val cover, and front placket.

The main label shall be sewn onto a carrier of 210T nylon for stability. There shall be a hanger loop of self- fabric centered and sewn into the collar. There shall be a reinforcement panel of 100% 210T nylon approximately 7" long below the mesh lining on the inside back and front. At the bottom of the reinforcement panel there shall be a black, closed end, YKK #5, nylon coil, 20" zipper for access the outer shell for customization done postproduction. There shall be a bottom kicker of shell material approximately 4 3/4" wide for additional reinforcement.

On the inside left mesh panel there shall be a pocket of 210T nylon taffeta measuring approximately 8" high x 7" wide with a 7/8" wide x 1" long a power hook and loop closure. The pocket shall be edge stitched and finished on the top with 1" turn up of pocketing material. The sleeves shall be fully lined with 210T nylon taffeta (black).

On the inside bottom left nylon panel there shall be an HVG warning label with care instructions, an ANSI 107-2004 Class 3 compliance pictogram and a garment care content label.

### **Side Vents**

There shall be zippered side vent openings on either side of the jacket with black closed end, YKK #5, nylon coil zippers measuring approximately 13 1/2" to allow access to equipment. There shall be a wind fly covering of shell material measuring 14 1/2" long x 3" wide and secured by two metal compression snaps on either side of the jacket for additional increment weather protection.

### **Care Instructions**

Wash separately in cold water, gentle cycle, with a mild detergent. Do not tumble dry. Do not iron. Do not fold away wet. Do not bleach. Do not Dry Clean. Do not commercial launder. Do not expose to direct sunlight when not in use.

### **Sizes**

Regular: S – 6XL

Long: M-- 6XL

### **REQUIREMENTS**

All documentation listed below must be provided at the time of the bid opening. Failure to provide any and all documentation will result in immediate disqualification of bid.

Failure to meet any of the below requirements will result in immediate disqualification of bid.

1. Finished garments based on a size small/regular shall be third party tested, by an accredited laboratory and the results must be dated prior to bid release date.
2. Manufacturer and a copy of certificate shall be included with bid and dated prior to the bid release date.
3. If bidding other than the specified garment one size each of Small/Reg.; Large/Reg; 3XL/Reg; 5XL/Reg. is required at the time of bid opening.

4. Third party independent test results on the background fabric and retro-reflective tape shall be dated prior to the bid release date and included with bid. All ANSI documents and test results must be in ANSI 2004 format (this includes reflective tape, fabric, and ANSI garment style certificate).
5. If bidding other than the specified product, successful bidder must provide third party independent test reports showing that the following components meet the written spec:
  - Outer shell Fabric
  - Reflective tape
  - Zippers
  - Snaps
  - Shell/pocket lining fabric
  - Mesh fabric
  - Hook & loop
  - Eyelets
  - Cord locks
6. If bidding other than the specified garment in order to ensure this is a stock, ongoing program, successful bidder must provide at least 12 agencies of 500 personnel or larger, that are currently using the product submitted. You must provide the agency name, contact, and telephone number.
7. Manufacturer must have and submit a published lifetime warranty against product defects, component failure, and waterproof. No special warranties shall be accepted for this bid.

**SPECIFICATION**  
**VIZGUARD® HIGH VISIBILITY PUBLIC SAFETY VEST STYLE S912**  
**ANSI/ISEA 207-2006 COMPLIANT**

The following specification outlines the garment requirements for High Visibility Personal Protective

Equipment designed specifically for Public Safety Personnel and First Responders for enhanced visibility while working in or adjacent to the roadway. The performance and design criteria of this garment are established to provide wearer with conspicuity and to enhance high-visibility over a wide range of lighting and environmental conditions in the work setting such as twilight, overcast, rain, snow, daylight, and night.

**HVG CONSTRUCTION**

The HVG shall be home launderable.

All materials shall be durable.

The garment must fit comfortably on wearer to promote continuing use.

**HVG BASE MATERIAL**

Base fabric shall be 100% lime-yellow polyester knit mesh with a density to meet ANSI 207-2006 specifications as a fluorescent background material.

The minimum fluorescence is 4.0.

Shrinkage shall be less than 3% warp, 3% fill.

Piling shall meet a random tumble level minimum 4.5.

Garment shall have a bias binding around the edges of the vest. The binding shall have a 0.5" width and shall be of high visibility fluorescent fabrics matching the background mesh.

**HVG MARKING MATERIAL**

The high visibility tricot trim shall be ANSI 207-2006 compliant. It shall be 4.5" wide and of 100% polyester tricot. The trim color shall be fluorescent lime-yellow color and piece-dyed for stability. All retro-reflective material shall be 3M 8710, 2" wide silver film thermo fuse bonded onto the center of the 2 1/2" wide red or black cord.

The fluorescent lime-yellow trim material shall be sewn onto the vest for maximum conspicuity. It shall be sewn vertically over each shoulder, down the front and back and with a horizontal trim band sewn around the torso to maintain 360-degree visibility of wear.

### **HVG LABELING**

Each garment shall have a VizGuard® by Spiewak woven main label and a woven size and care label sewn under the main label. Each garment shall have an ANSI compliant pictogram denoting ANSI 207-2006 compliance and a 3M woven label.

### **HVG CLOSURES**

The front zipper closure shall be a #5, heavy-duty black nylon molded zipper that shall measure approximately 8" long (size 2XL).

### **HVG SIZING**

The garment is available in the following size range to promote year round use and so that wearer can adjust Safety Vest for use in warmer climates over a t-shirt and for colder weather over a Department issued Duty Jacket:

Medium = (XS – Medium)

XXL = (Large – 2XL)

4XL = (3XL – 4XL)

6XL = (5XL – 6XL)

### **Note:**

Size 2XL shall have a front length of 25" and a center back length of 25" so as not to deny access to wearer's equipment belt or other items worn or external.

### **HVG SIZE ADJUSTMENT SYSTEM**

The side closures shall be constructed of compliant trim, as specified, on both sides utilizing Power Hook and Loop closures for 360-degree visibility of wearer at all times. The Power Hook and Loop shall be heavy-duty, fluorescent yellow color. The side adjustment pieces shall consist of two horizontal 1" loop pieces sewn the width of the front horizontal trim panel and two 1" x 4.5" hook pieces sewn on the loose adjustable trim portion to attach to the under panel. The size adjustment system must allow for a minimum of 24" of adjustment.

### **HVG POCKETS AND ENHANCEMENTS**

There shall be an inside pocket on the wearer's left side utilizing Power Hook and Loop closures so that the safety vest can be stored in the pocket when not in use thus keeping the vest clean. There shall be two silver, retro-reflective mic tabs, one on each shoulder, measuring 4 ¾" long x 1" wide with a center opening for mic attachment measuring 1 7/8" wide. There shall also be two pen pockets, one on each side of the vest, measuring 4 ½" long x ¾" wide and made of ANSI 207-2006 compliant lime-yellow tricot. The pen pockets shall be placed on the tricot starting at the top of the side adjustment band and placed closest to the zipper on both sides. The garment shall have a 5-point breakaway Power Hook and Loop breakaway system at the shoulders, sides, and front closure for wearer's safety.

### **REQUIREMENTS:**

All documentation listed below must be provided at the time of the bid opening and dated prior to the bid release date. Failure to provide any and all documentation will result in immediate disqualification of bid.

### **NOTE:**

Failure to meet any of the below requirements will result in immediate disqualification of bid.

1. Finished garments must be third party tested, based on a size SMALL, by an independent, accredited, laboratory and the results must be submitted with bid and dated prior to the bid release date.
2. Manufacturer must be ISO 9001: 2000 certified and a copy of certificate shall be included with bid and dated prior to the bid release date.
3. Third party independent test results on the background fabric and retro-reflective tape shall be submitted with bid and must be dated prior to the bid release date.
4. All ANSI documents must be in ANSI/ISEA 207-2006 format (Reflective tape, background fabric, trim, as well as High-Visibility Public Safety Vest garment test).

5. If bidding other than Spiewak product, successful bidder must provide third party independent test reports showing that the following components meet the written specification herein:

- Reflective tape
- Zippers
- Mesh fabric
- Trims
- Hook and Loop

6. If bidding other than the specified garment, and in order to ensure this is a stocked, ongoing program, successful bidder must provide at least 12 agencies of 500 personnel or larger, that are currently using the product submitted and must provide the agency name, contact, and telephone number.

7. Manufacturer must provide a published lifetime or limited lifetime warranty against product defects and component failure. There will be no special warranties accepted for this bid.

**Item:**

**Weight Inspector Cornerstone Tactical Male & Female (including maternity) Knit Shirt Specifications**

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**Color:** Gray – Color to be approved by Agency when bid is awarded.

**Sizes:** Small, Medium, Large, X-Large, 2X-Large, 3X-Large, and 4X-Large. Long lengths/Drop Tails should be made available in sizes Large, X-Large, 2X-Large, 3X-Large, and 4X-Large. Special sizes are available upon request (Non Returnable) (male cut, female cut and maternity cut).

**Fabric:** Body: 100% performance polyester, 6.6 ounce, Snag-proof Polyester, double needle stitching throughout.

**Collar:** Flat knit

**Sleeves:** Unique raglan style incorporating the mesh fabric on bottom parts of sleeve front and back. The half sleeves are open style with a 1" coverstitch hem. The mesh continues along the back of the sleeve to the label yoke, but is interrupted on the front with a self fabric panel to accommodate mic tunnels inserted on both sleeves. Mic tunnels are formed by single welt openings (pockets) 1 1/2" wide and 1 3/4" deep. A double tunnel pencil slot is inserted in the left sleeve. Tunnel is formed by a single welt opening and each tunnel being 1 1/8" wide by 5 1/2" long. All openings are bartacked on each end.

**Front:** 3-button placket with dyed to match buttons. Mic clips at center placket and shoulders. A lined mic loop is positioned 1/2" from bottom of placket. Close shoulder seams are constructed with a two-needle coverstitch. A replacement button is sewn in left inside sideseam. The Patch on Exhibit A is to be embroidered on the left chest and the word INSPECTOR or SCALE TECHNICIAN or SUPERVISOR, embroidery in navy under the patch. On the Right side first initial and last name is to be embroidered in navy.

**Back:** Plain back with 2-ply small rectangle at top center back for labels. Side vents on bottom edge along side seams are double turned hem for a clean finish and reinforced with a running tack.

**Care Instructions:** Turn garment inside out machine wash warm gentle cycle with like colors no bleach tumble dry low remove promptly cool iron if needed do not iron appliqués do not use fabric softener or dryer sheets do not dry clean.

**Label:** All shirts must have a vendor's label permanently attached at the center of back yoke with a size tab indicating country of origin inserted in the left side of the label. Also attached is a serialized barcode label (or a tracking device attached to all garments for the purpose of tracking life of garment).with lot number, fiber content, care instructions and manufacturing number. This allows tracking capabilities of fabric performance and production quality, more accurate distribution processes, and employee-level detail once garment is shipped. Visa® hangtag attached to label in shirt neck. **CAUTION: NOT FLAME RESISTANT.**

**Shipping:** Shirt shall be carefully pressed in first class manner. Shirts are to be shipped in strong boxes so as to not be damaged in shipment.

**Item:**

### **Weight Inspector Belt (Leather) SPECIFICATIONS**

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**Color:** Black with Silver Buckle

**Sizes:** Small, Medium, Large, X-Large, 2X-Large, 3X-Large, and 4X-Large. Long lengths should be made available in sizes Large, X-Large, 2X-Large, 3X-Large, and 4X-Large. Special sizes are available upon request (Non Returnable).

**Fabric:** Leather - **No Seconds Accepted Care Instructions:**

**Label:** All belts must have a vendor's label permanently attached at the center of back with a size tab indicating country of origin. Also attached is a serialized barcode label (or a tracking device attached to all garments for the purpose of tracking life of garment) with lot number, fiber content, care instructions and manufacturing number. This allows tracking capabilities of fabric performance and production quality, more accurate distribution processes, and employee-level detail once belt is shipped.

**Shipping:** Belts are to be shipped in strong boxes so as to not be damaged in shipment.

**Item:**

### **Weight Inspector Belt (Leather) SPECIFICATIONS**

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**Color:** Black with Velcro Closure

**Sizes:** Small, Medium, Large, X-Large, 2X-Large, 3X-Large, and 4X-Large. Long lengths should be made available in sizes Large, X-Large, 2X-Large, 3X-Large, and 4X-Large. Special sizes are available upon request (Non Returnable).

**Fabric:** Leather - **No Seconds Accepted Care Instructions:**

**Label:** All belts must have a vendor's label permanently attached at the center of back with a size tab indicating country of origin. Also attached is a serialized barcode label (or a tracking device attached to all garments for the purpose of tracking life of garment) with lot number, fiber content, care instructions and manufacturing number. This allows tracking capabilities of fabric performance and production quality, more accurate distribution processes, and employee-level detail once belt is shipped.

**Shipping:** Belts are to be shipped in strong boxes so as to not be damaged in shipment.

**Item:**

### **Weight Inspector Cap, Baseball Style SPECIFICATIONS**

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**Color:** Dark Navy

**Sizes:** One Size Fits All-Velcro closure on back of cap.

**Fabric:** 100% cotton 5.11 Tactical Series.

**FRONT:** "Motor Carrier Size and Weight" is to be embroidered

**Care Instructions:**

**Label:** All ball caps must have a vendor's label permanently attached with a size tab indicating country of origin. Also attached is a serialized barcode label (or a tracking device attached to all garments for the purpose of tracking life of garment) with lot number, fiber content, care instructions and manufacturing number. This allows tracking capabilities of fabric performance and production quality, more accurate distribution processes, and employee-level detail once ball cap is shipped.

**Shipping:** Ball caps are to be shipped in strong boxes so as to not be damaged in shipment.

# INTRODUCTION SECTION

## 1) INVITATION

The purpose of this Invitation to Bid is to obtain competitive bids to establish a 5 year contract for the purchase of Weight Inspector Uniforms and Accessories by the Department of Transportation, hereafter referred to as the "Department". The contract will become effective on the date the successful bidder(s) is approved for award and will expire 5 year from that date. After the award, said bidder(s) will be referred to as the "Vendor(s)".

All commodities identified in this Invitation to Bid will be subject to the availability of identical commodities as provided by mandatory Department of Management Services' State Contract(s) at such time these commodities become available. In the event of duplication(s) of commodities, the Department of Management Services' mandatory State Contract shall prevail.

## 2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
<b>DEADLINE FOR TECHNICAL QUESTIONS -</b> (There is no deadline for administrative questions)	<b>11-13-2015</b>	<b>05:00 PM</b>
<b>BIDS DUE (ON OR BEFORE) -</b> Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 Phone: (850) 414-4479	<b>11-24-2015</b>	<b>03:00 PM</b>
<b>PUBLIC OPENING -</b> Florida Department of Transportation Central Procurement Office Attn: Cassandra Anderson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450	<b>11-24-2015</b>	<b>03:00 PM</b>
<b>POSTING OF INTENDED DECISION/AWARD -</b>	<b>12-08-2015</b>	<b>04:00 PM</b>

## 3) BID OPENING AGENDA

The sealed bids will be opened by the Department's Procurement Office personnel at the date, time and location in the Timeline. All bid openings are open to the public and will be conducted according to the following agenda:

Opening remarks – Approximate time of 2 minutes by Department Procurement Office personnel.  
Public input period – To allow a maximum of 15 minutes total for public input related to the bid solicitation.

Bids opened – At conclusion of public input or 15 minutes, whichever occurs first, bids received timely will be opened with bidder's name and prices to be read aloud.

Adjourn - After all bids received timely have been opened, the meeting will be adjourned.

#### **4) SPECIAL ACCOMMODATIONS**

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

#### **5) CONTRACT USE**

Use of the contract resulting from this bid will be optional for the Department. The Department reserves the right to solicit separate bids for any unusual or abnormal quantity requirements that may arise during the term of the contract.

#### **6) ESTIMATED PURCHASES**

The Department anticipates purchasing the estimated quantities, shown on the bid sheet(s), for a one (1) year period of any contract resulting from this bid. The estimated quantities are given only as a guideline for preparing your bid and should not be construed as representing the actual quantities to be purchased under this contract. The Vendor(s) shall supply, at bid prices, the actual quantities ordered regardless of whether the total of such quantities is more or less than anticipated. This bid and the resulting contract will be subject to annual appropriated funding.

#### **7) RENEWAL**

Upon mutual agreement, the Department and the Contract Vendor may renew the contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

## **SPECIAL CONDITIONS**

#### **1) MyFloridaMarketPlace**

BIDDERS MUST BE ACTIVELY REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective bidders that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14. However, all vendors should be aware that effective November 1<sup>st</sup>, 2015 through July 1<sup>st</sup>, 2016, in accordance with Senate Bill 2502-A, the Transaction Fee will change from one percent (1%) to seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

#### **2) Purchasing Card Program**

The State of Florida has implemented a purchasing card program, using the Visa platform. Upon mutual agreement of both parties, vendors may receive payments via purchasing card in the same manner as other Visa purchases. To find out more about the State's purchasing card program you may visit: [www.dms.myflorida.com](http://www.dms.myflorida.com).

### **3) Florida Department of Financial Services (DFS) W-9 INITIATIVE**

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com) with any questions.

### **4) QUESTIONS & ANSWERS**

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Invitation to Bid must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

**WRITTEN TECHNICAL QUESTIONS** should be submitted to:

**Cassandra Anderson, [cassandra.anderson@dot.state.fl.us](mailto:cassandra.anderson@dot.state.fl.us), 605 Suwannee Street, MS 20, Tallahassee, Florida 32399-0450 and Fax Number (850) 414-4951.**

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (850) 414-4479

### **5) ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO BID (ADDENDA)**

No negotiations, decisions, or actions will be initiated or executed by a bidder as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com) (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

### **6) DIVERSITY ACHIEVEMENT**

The Department, in accordance with ***Title VI of the Civil Rights Act of 1964, 42 USC 2000d-2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21***, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in

response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages the recruitment and utilization of small, minority, women, and service-disabled veteran businesses. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment.

## **7) PRICES/DELIVERY**

Prices shall be firm, net, delivered prices, F.O.B. destination.

Delivery must be made within fifteen (15) calendar days or less upon receipt of a purchasing card transmittal by the contract vendor at their designated ordering location. If more time is needed, the bidder should state the extra time required and the reasons why, in their bid response. Acceptance will be subject to the Department's approval.

## **8) IN-STATE PREFERENCE FOR COMMODITY BIDS**

In accordance with Section 287.084, Florida Statutes, when the lowest responsible and responsive bid is submitted by a vendor whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida unless the state where the out-of-state vendor is located provides a price preference for businesses having a principal place of business in that state. In that case, the same price preference shall be awarded to the lowest responsible and responsive vendor whose principal place of business is located in the state of Florida responding to this Invitation to Bid (ITB).

All bidders should complete the attached "In-State Preference Form" and submit with their bid response. A vendor whose principal place of business is located outside the state of Florida, must accompany their bid response documents with a written opinion of an attorney licensed to practice law in that foreign state, as to the preferences granted by that state to its own business entities in the letting of public contracts.

For the 5% preference, the Department will apply 5% to the bid price(s) of the lowest out of state vendor whose state does not grant a preference if that vendor has submitted the lowest responsible and responsive bid.

## **9) INTENDED AWARD**

As the best interest of the State may require, the right is reserved to make award(s) by individual item, group of items, all or none, or a combination thereof: on a geographical district basis and / or on a statewide basis with one or more suppliers to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions, unless their bid has been evaluated as being responsive. All awards made as a result of this bid shall conform to applicable Florida Statute. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

## **10) PRE-BID CONFERENCE: A PRE-BID CONFERENCE WILL NOT BE HELD.**

## 11) ALTERNATES

ALTERNATE BRANDS WILL NOT BE CONSIDERED FOR THIS BID. BID AS SPECIFIED.

## 12) QUALIFICATIONS

### 12.1 GENERAL

Bidder must meet the following minimum qualifications:

12.1.1 Been actively engaged in the type of business being requested for a minimum of 5 years.

### 12.2 BIDDER QUALIFICATIONS

When submitting the bid, each bidder must submit a written statement ("Minimum Qualifications Statement" form), detailing their qualifications that demonstrate they meet the minimum qualifications contained in Special Condition 9.1.1, above. Failure by the bidder to provide the above item(s) will constitute a non-responsive determination. Bids found to be non-responsive will not be considered.

### 12.3 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, out of state corporations, out of state limited liability companies, and out of state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State  
Tallahassee, Florida 32399  
(850) 245-6051

### 12.4 LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If the services being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract.

For licensing, contact:

Florida Department of Business and Professional Regulation  
Tallahassee, Florida 32399-0797  
(850) 487-1395

### 12.5 E-VERIFY

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor

during the contract term.

### **13) WARRANTY/SUBSTITUTIONS**

A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

### **14) REPLACEMENT/RESTOCKING**

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

### **15) PRODUCT REQUIREMENTS/SPECIFICATIONS**

Items furnished shall be standard products of the manufacturer or their suppliers, shall be new, unused, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use.

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

### **16) ACCEPTANCE**

All items listed in the specifications, delivered to the Department not meeting specifications or found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

### **17) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS**

After the bid due date and prior to contract execution, the Department reserves the right to perform or to have performed, an on-site review of the bidder's facilities and qualifications. This review will serve to verify data and representations submitted by the bidder and may be used to determine whether the bidder has adequate facilities, equipment, qualified and experienced staff, and overall management capabilities to provide the required items. The review may also serve to verify whether the bidder has financial capabilities adequate to meet the contract requirements.

**Should** the Department determine that the bid package has material misrepresentations or that the size or nature of the bidder's facilities, equipment, management capabilities, or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the bid.

### **18) PROTEST OF INVITATION TO BID SPECIFICATIONS**

Any person who is adversely affected by the contents of this Invitation to Bid must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

## **19) UNAUTHORIZED ALIENS**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

## **20) SCRUTINIZED COMPANIES LISTS**

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Bid responses of \$1 million or more must include the attached **Scrutinized Companies Lists Form** to certify the respondent is not on either of those lists.

## **21) RESERVATIONS**

The Department reserves the right to accept or reject any or all bids received and reserves the right to make an award without further discussion of the bids submitted. Therefore, the bidder should make sure that the bid package submitted is complete and accurate and submitted to ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the bid will become a part of the Department's official file, without obligation to the Department.

## **22) ADDITIONAL TERMS & CONDITIONS**

No conditions may be applied to any aspect of the ITB by the bidder. Any conditions placed on any aspect of the bid documents by the bidder may result in the bid being rejected as a conditional bid (see "RESPONSIVENESS OF BIDS"). **DO NOT WRITE IN CHANGES ON ANY ITB SHEET.** The only recognized changes to the ITB prior to bid opening will be a written Addenda issued by the Department.

## **23) RESPONSIVENESS OF BIDS**

Bids will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All bids must be typed or printed in ink. A responsive bid is an offer to provide the items specified in this Invitation to Bid in accordance with all requirements of this Invitation to Bid. Bids found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the specifications and instructions herein contained. A bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid specifications, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. Other conditions which may cause rejection

of bids include, evidence of collusion among bidders, obvious lack of experience or expertise to provide the required items, and failure to perform or meet financial obligations on previous contracts.

#### **24) REQUIRED DOCUMENTS**

The bidder must use the attached Bid Sheet to submit its bid. The Bid Sheet must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. All bid sheets and other documentation submitted in response to this solicitation must be executed and submitted in a sealed envelope. **Indicate the bid number, with the time and date of the bid opening, on the envelope used to return the bid.**

#### **25) "DRUG-FREE WORK PLACE" PREFERENCE**

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

#### **26) COPYRIGHTED MATERIAL**

Copyrighted material will be accepted as part of a bid only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

#### **27) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL**

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid, Number ITB-DOT- (15/16-9017-CA) - Confidential Material". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

#### **28) MAIL OR DELIVER BIDS TO: (DO NOT FAX OR SEND BY E-MAIL)**

**Florida Department of Transportation**  
Central Procurement Office  
Cassandra Anderson, Procurement Agent  
605 Suwannee Street, MS 20 SW125  
Tallahassee, Florida 32399-0450  
Phone # (850) 414-4568

It is the bidder's responsibility to assure that the bid is delivered to the proper place **on or before** the Bid Due date and time (See Introduction Section 2, Timeline). Bids which for any reason are not so delivered will not be considered.

#### **29) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL**

Bidders may modify submitted bids at any time prior to the bid due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire bid will be returned to the bidder and not

considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the bid. The ITB number, opening date and time should appear on the envelope of the modified bid.

### **30) POSTING OF INTENDED DECISION/AWARD**

#### **30.1 - General:**

The Department's decision will be posted on the Florida Vendor Bid System at [www.myflorida.com](http://www.myflorida.com), (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any bidder who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

#### **30.2 - Inability to Post:**

If the Department is unable to post as defined above, the Department will notify all bidders by electronic notification on the Florida Vendor Bid System (see special condition 28.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

#### **30.3 - Request to Withdraw Bid:**

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the bid opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

### **31) RECYCLED MATERIAL**

NO RECYLED MATERIAL WILL BE CONSIDERED FOR THE ITB.

### **32) PRICE ADJUSTMENTS**

The Department may, in its sole discretion, make an equitable adjustment in the Contract terms and/or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract

would result in a substantial loss. The Vendor shall provide thirty (30) days written notice to the Department and written approval from the Department is required. Documentation of cost adjustments shall be provided by the Vendor to the Department.

### **33) DELIVERY LOCATION(S)**

Deliveries will be made to various locations upon request.

### **34) CANCELLATION**

All contract obligations shall prevail for at least one hundred and eighty (180) days after the effective date of the contract. For the protection of both parties, this contract may be cancelled in whole or in part after one hundred and eighty (180) days by either party giving thirty (30) days prior written notice to the other contract party. The contract may, also, be cancelled by the Department for nonperformance (default) in accordance with Rule 60A-1.006(3), F.A.C.

### **35) ORDERING INSTRUCTIONS**

Manufacturers are encouraged to bid direct naming dealers who will accept orders and complete deliveries. Bidders must include complete ordering instructions, including FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEID), for invoicing dealers, with the bid on a separate sheet.

### **36) ORDER QUANTITIES**

No minimum order quantities will be accepted. The Department will order as needed in the quantities needed.

### **37) INVOICING**

Invoices must match unit rates specified on the Purchase Order or Purchasing Card Transmittal.

### **38) FORMS**

The Bidder must complete all required items below and submit them as part of the Bid package. Any Bid in which these forms are not used or in which these forms are improperly executed may be considered non-responsive and the bid may be subject to rejection.

Bid Sheet  
Minimum Qualifications Statement  
Drug-Free Workplace Program Certification  
In-State Preference  
Scrutinized Companies Lists  
Ordering Instructions

### **39) TERMS AND CONDITIONS**

All responses are subject to the terms and conditions of this solicitation, which, in case of conflict, shall have the following order of precedence listed:

Special Conditions  
Bid Sheet  
Instructions to Respondents (PUR 1001)  
General Conditions (PUR 1000)  
Introduction Section

**40) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS AND PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS**

These are standard forms that the Department is required to include in all formal solicitations. The following paragraphs do not apply to this Invitation to Bid:

Paragraph 31, Dispute Resolution - PUR 1000  
Paragraph 3, Electronic Submission – PUR 1001  
Paragraph 4, Terms and Conditions – PUR 1001  
Paragraph 5, Questions – PUR 1001

**41) INSPECTOR GENERAL**

The contractor/consultant/vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

**42) SAMPLES & TESTING**

Samples should not be sent in with the bid but shall be submitted by the proposed awarded vendor within two (2) weeks after notification. Samples shall be sent to the address listed below to be tested for compliance with the bid specifications. Failure to provide these samples within this time period or the submission of samples not meeting the exact specifications shall be cause for rejection and the next lowest bidder contacted. Samples must be submitted at no additional cost to the Department and will be retained for use as quality assurance standards and as models for acceptance inspection.

Samples must be submitted to:

Florida Department of Transportation  
Central Procurement Office  
Cassandra Anderson, Procurement Agent  
605 Suwannee Street, MS 20 SW125  
Tallahassee, Florida 32399-0450  
Phone # (850) 414-4568

**43) LIABILITY INSURANCE**

No general liability insurance is required.

**44) LIQUIDATED DAMAGES**

The Vendor acknowledges that failure to deliver the items ordered within the time specified in the vendor's bid response may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely deliver the items may be, difficult to determine. Moreover, both parties wish to avoid lengthy and expensive litigation relating to a failure to deliver on time. Therefore, in the event the Vendor fails to deliver the items ordered by the Department by the agreed upon delivery date, the Department shall exercise the remedy of liquidated damages against the Vendor, in the amount of \$100.00 per day for each calendar day after the delivery date that the Vendor fails to deliver the items ordered. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.

**State of Florida  
PUR 1000  
General Contract Conditions**

**Contents**

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
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20. Limitation of Liability.
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32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
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37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

**1. Definitions.** The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

**2. Purchase Orders.** In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

**3. Product Version.** Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

**4. Price Changes Applicable only to Term Contracts.** If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

**6. Packaging.** Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

**7. Inspection at Contractor's Site.** The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

**8. Safety Standards.** All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

**9. Americans with Disabilities Act.** Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

**10. Literature.** Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

**11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

**12. Installation.** Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site

to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

**13. Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

**14. Transaction Fee.** The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

**15. Invoicing and Payment.** Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

**16. Taxes.** The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes

levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

**17. Governmental Restrictions.** If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

**18. Lobbying and Integrity.** Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

**19. Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any

cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

**20. Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

**21. Suspension of Work.** The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

**24. Force Majeure, Notice of Delay, and No Damages for Delay.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the

foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

**26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not

exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

**28. Advertising.** Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

**30. Antitrust Assignment.** The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

**32. Employees, Subcontractors, and Agents.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may

reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

**33. Security and Confidentiality.** The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

**34. Contractor Employees, Subcontractors, and Other Agents.** The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

**36. Warranty of Authority.** Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

**37. Warranty of Ability to Perform.** The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

**38. Notices.** All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

**39. Leases and Installment Purchases.** Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional

information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

**43. Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

**44. Waiver.** The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**45. Annual Appropriations.** The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

**46. Execution in Counterparts.** The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**47. Severability.** If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

**State of Florida  
PUR 1001  
General Instructions to Respondents**

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**1. Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

**2. General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

**3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

**4. Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,

- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

**5. Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

**6. Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

**7. Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

**8. Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

**9. Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

**10. Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a

product is acceptable as an equivalent.

**11. Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

**12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

**14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

**15. Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

**16. Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

**17. Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

**18. Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

**19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

**21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.