



STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

August 7, 2017

With this sheet, you have received solicitation documents for the **following**:

Solicitation Number: **DHSMV-ITB-004-18**

Title of Bid (items solicited): **Uniform Apparel**

Commodity Code: **53102700**

Date and Time Bids are Due: **August 31, 2017, no later than 3:00 p.m. Eastern Time**



Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524

It is important that Bidders monitor the Vendor Bid System (VBS) for any changes to this solicitation. It is the responsibility of the Bidder to check the VBS for new or changing information.

To receive information on DHSMV solicitations 24 hours a day, 7 days a week, visit the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/search.criteria_form

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Forms and Exhibits:

FORM 1 – BIDDER CONTACT INFORMATION

FORM 2 – BIDDER QUALIFICATION QUESTIONS

FORM 3 – PRICE SHEET

Exhibit A – Men’s Polo Logo Application Measurements

Exhibit B – Women’s Polo Logo Application Measurements

Exhibit C – Men and Women’s Oxford Work Shirt Logo Application Measurements

Exhibit D – FLOW Logo (For Dark Shirts)

Exhibit E – FLOW Logo

Exhibit F – HSMV A Safer FL FLOW Logo (Rvrs)

Exhibit G – HSMV A Safer FL Logo

Exhibit H– Monthly MBE DV Report

SOLICITATION INTRODUCTION

Listed below are important things to keep in mind when responding to a solicitation for the Florida Department of Highway Safety and Motor Vehicles.

- A. Read the entire document. Note critical items such as: mandatory requirements; bond(s) requirements (bid, performance, and/or damages); sample(s) required; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; and contract requirements (e.g., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
- B. **Note the Procurement Officer's name, address, phone number(s) and e-mail address.** This is the only person you are allowed to communicate with regarding the solicitation and is an excellent source of information for any questions you may have.
- C. **Attend the pre-bid conference, if one is scheduled.** See Section 2.5 CALENDAR OF EVENTS. Pre-bid conferences are scheduled as-needed.
- D. **Take advantage of the “question and answer” period.** Submit your questions to the Procurement Officer by the due date listed in Section 2.5 CALENDAR OF EVENTS, and view the answers given in the formal “addenda” issued for the solicitation. Also see Section 2.7 ADDENDA.
- E. **Follow the format required in the Solicitation** when preparing your bid submittal. Provide point-by-point responses to the required sections in a clear and concise manner and do not skip or miss sections.
- F. **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the Department or evaluation committee (if applicable) will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The bids are reviewed based solely on the information and materials provided in your bid submittal.
- G. **Use the forms provided.** For example: Certification forms; Price Bid forms; Savings/Discount/Price Reduction; Customer References; etc., if any are included in this solicitation.
- H. **Review and read the solicitation document again** to make sure that you have addressed all requirements. Your original bid submittal and the requested copies must be identical and be complete. At least one copy must bear an original signature.
- I. **Submit your bid submittal on time.** Note all of the dates and times listed in the Calendar of Events and within the document, and be sure to submit all required items on time. Faxed, emailed, or late bid submittals are never accepted.

1.0 PURPOSE AND GENERAL OVERVIEW

1.1 PURPOSE

The Department of Highway Safety and Motor Vehicles (Department) is issuing this Invitation to Bid (ITB) to establish a contract with a Vendor to order uniform apparel for the Division of Motorist Services.

1.2 DEFINITIONS

- A. **Authorized Representative:** The owner, corporate officer, or director of the Vendor authorized to legally bind it in a contractual obligation. A document establishing delegated authority must be included with the bid submission, if signed by other than the Authorized Representative.
- B. **Bid:** All information and materials submitted by a Bidder in response to this solicitation.
- C. **Contract:** A formal written agreement that may be required to be executed by the Successful Bidder and the Department containing all terms and conditions applicable to any purchase to be made as a result of this ITB. The terms “contract” and “purchase order” are intended to be used interchangeably herein. (NOTE: Whether a contract is required in addition to issuance of a purchase order will depend upon the amount and nature of the purchase.)
- D. **Contractor:** The Bidder who is awarded a contract by the Department as a result of this solicitation.
- E. **Day:** A calendar day, unless otherwise specified.
- F. **Embroidered Logos:** Logos created by the Department and supplied to the Awarded Vendor to be embroidered onto specific uniform apparel items.
- G. **Heavy-duty:** As used herein, refers to the quality, durability and manufacture of clothing intended for a specific work purpose. Heavy-duty clothing items shall be made of heavier weight, more durable fabric, and shall be manufactured to withstand use in physically demanding jobs, such as conducting vehicle inspections, where the individual may be required to crawl under the vehicle.
- H. **ITB:** Invitation to Bid.
- I. **Number of Verbs or Nouns:** Throughout this solicitation, the singular may be read as the plural and the plural as the singular.
- J. **Purchase Order:** The purchasing document memorializing and/or incorporating the terms and conditions of the purchase issued by the Department via the eProcurement system. See PUR Form 1000, paragraph 2. (Note: The terms “Purchase Order” and “Contract” are intended to be utilized interchangeably herein, although a purchase order is not “executed” by the parties.)
- K. **State:** State shall be synonymous with the Department of Highway Safety and Motor Vehicles.
- L. **Uniform Apparel:** Clothing items to be purchased under this bid that are uniform in manufacture and appearance, to include: polo shirts, oxford work shirts, work pants, coveralls, low-profile caps and rain parkas.

- M. **Vendor:** Any firm or person who submits a bid to the Department in response to this solicitation. (NOTE: The terms “Bidder,” “Vendor” and “Contractor” may be utilized herein interchangeably.)

Also, see links provided in this solicitation for additional definitions in PUR 1000, Paragraph 1, and PUR 1001, Paragraph 1.

1.3 **PROCUREMENT OFFICER**

The Procurement Officer acts on the behalf of the Department and is the sole point-of-contact with regard to all procurement matters relating to this solicitation. All questions and requests for clarification are to be directed to the Procurement Officer listed below:

Alice Riley
Bureau of Purchasing and Contracts
Florida Department of Highway Safety and Motor Vehicles
Neil Kirkman Building, Room B412, Mail Station 31
2900 Apalachee Parkway
Tallahassee, Florida 32399-0524
850-617-3176
aliceriley@flhsmv.gov

Subsection 287.057(23), Florida Statutes (Fla. Stat.), states that respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting of 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 bid submittal.

1.4 **TERM**

The contract term shall be for a period of three (3) years from the date of issuance of the purchase order, unless terminated earlier by the Department under the terms provided herein, with the option to renew for a period of up to three (3) years.

The dates/time frames indicated on FORM 3 – PRICE SHEET and/or in Section 3 are anticipated and should not be construed as the actual term dates of the resultant contract.

Renewal may be structured as three (3) one (1) year terms, or any combination totaling no more than three (3) years. Exercise of the renewal option is at the Department’s discretion and will be contingent upon satisfactory service delivery by the vendor and subject to annual appropriation by the State Legislature (See, subsection 287.057(13), Fla. Stat.).

The Department will issue a purchase order to the successful Bidder in order to enter the purchase into the state’s accounting and purchasing databases. The Department may also require the successful Bidder to execute a formal contract document that will be incorporated in and attached to the purchase order.

2.0 ITB PROCESS OVERVIEW

2.1 GENERAL OVERVIEW

The ITB is a method of competitively soliciting a commodity or contractual service under paragraph 287.057(1) (a) Fla. Stat., and awarding a contract to the bidder submitting the lowest (cost) responsive and responsible bid. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the procurement process.

2.2 BIDDER QUESTIONS

Questions related to this ITB must be received in writing, via email, by the Procurement Officer listed in Section 1.3 PROCUREMENT OFFICER above, within the time indicated in Section 2.5 CALENDAR OF EVENTS. **Questions must reference DHSMV-ITB-004-18 in the subject line of the e-mail.**

Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in Section 2.5 CALENDAR OF EVENTS. Also see Section 2.7 ADDENDA.

2.3 VALUE ANALYSIS

The Department is interested in reducing costs related to its purchases of goods and services. While this solicitation contains specific requirements regarding the goods or services sought, bidders are encouraged, but not required, to perform a process of value analysis of the items bid and to offer suggestions for changes to goods/service specifications or contract terms and conditions that may result in lower costs, improved performance and better quality to the state. In analyzing an item or service, the following steps are suggested:

List the materials and processes involved in manufacture, packaging and delivery.

For each material or process, consider:

Does its use contribute to value?

Is its cost proportionate to its usefulness?

Does it need all of its features?

Is a lower cost alternative of adequate quality available?

Bidders are encouraged to present any suggestions for changes to the solicitation on or before the date and time indicated in Section 2.5 CALENDAR OF EVENTS, so that suggestions may be fully considered and, if appropriate, addenda modifying the solicitation may be timely issued to all prospective Bidders.

Suggested change(s) to specifications, terms, or conditions should be clearly stated, along with an assessment of the impact of the change(s) on the quality or usefulness of the product/services, production or delivery cost(s), use costs, and appropriateness of the terms and conditions in protecting the rights of both parties. Include pros and cons.

The Department reserves the right to reject any and all suggested changes without explanation, and/or to accept any suggested change(s) that meet(s) the Department's needs at an anticipated lower cost of production, delivery, or use than the original specifications, terms and conditions would otherwise provide.

2.4 BID OPENING

The Department will hold a public opening of the bids at the date, time and location indicated in Section 2.5 CALENDAR OF EVENTS.

2.5 CALENDAR OF EVENTS

The table below contains the Calendar of Events for this solicitation. Bidders should become familiar with the Calendar of Events. The dates and times within the Calendar of Events are subject to change. It is the Bidder's responsibility to check for any changes. All changes to the Calendar of Events will be through an addendum to the solicitation. Bidders are responsible for submitting all required documentation by the dates and times indicated below (Eastern Time). The Department will not consider late documents.

DATE	TIME	ACTIVITY
August 7, 2017		Solicitation issued.
August 15, 2017	3:00 p.m.	All questions and/or proposed changes to the solicitation must be submitted in writing to the Procurement Officer. (See, Section 2.2 BIDDER QUESTIONS and Section 2.3 VALUE ANALYSIS)
August 17, 2017		Anticipated date that responses to written inquiries and proposed changes, if required, will be posted on the VBS.
August 31, 2017	3:00 p.m.	Bids are due.
August 31, 2017	3:30 p.m.	Public Bid Opening Location Florida Department of Highway Safety and Motor Vehicles Bureau of Purchasing and Contracts 2900 Apalachee Parkway, MS 31 Tallahassee, Florida 32399
September 12, 2017		Anticipated date of posting of intent to award.

2.6 PROTEST OF TERMS, CONDITIONS AND SPECIFICATIONS

With respect to a protest of the terms, conditions, or specifications contained in this solicitation, including any provisions governing the methods of awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing **within** seventy-two (72) hours after the posting of the solicitation. (See, section 120.57, Fla. Stat.) For purposes of this provision, the term "the solicitation" includes this ITB, any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation.

2.7 ADDENDA

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation, or exhibits, addenda, or other materials relative to this procurement, such action will be posted on the Vendor Bid System at:

http://vbs.dms.state.fl.us/vbs/search.criteria_form

Written answers to questions received by the Department will become part of this solicitation. It is the responsibility of the Bidder to check the VBS for new or changing information.

2.8 DISCLOSURE OF BID CONTENTS

All documentation produced as part of the ITB will become the exclusive property of the Department and will not be returned to the Bidder unless it is withdrawn prior to the bid opening in accordance with Section 2.9 MODIFICATION OR WITHDRAWAL OF BID.

The Department shall have the right to use any and all ideas or adaptations of ideas contained in any bid received in response to this solicitation. Selection or rejection of the bid will not affect this right.

2.9 MODIFICATION OR WITHDRAWAL OF BID

Bidders may modify a bid at any time prior to the bid due date by sending the modified bid submittal to the Procurement Officer. A bid may be withdrawn by notifying the Procurement Officer in writing before the bid opening.

2.10 DIVERSITY

The Department is dedicated to fostering the continued development and economic growth of minority, veteran, and women-owned businesses. Participation of a diverse group of bidders doing business with the State is central to the Department's efforts. To this end, small minority, veteran-owned, and women-owned business enterprises are encouraged to participate in the State's procurement process as both prime bidders and subcontractors under prime contracts.

The State of Florida's Office of Supplier Diversity may be reached at 850-487-0915 and can assist in furnishing names of qualified minorities for subcontracting activities under prime contracts. (See, Section 3.8 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT)

2.11 NON – EXCLUSIVE RIGHTS

The right to provide the commodities or services, which will be granted under the resultant Contract shall not be exclusive. The Department reserves the right to contract for and purchase commodities or services from as many firms as it deems necessary without infringing upon or terminating the resultant contract.

2.12 BID TENURE

All bids are binding for one hundred eighty (180) days following the bid opening date.

2.13 ACCESSIBILITY FOR DISABLED PERSONS

If special accommodations are needed to attend any solicitation-related event open to the public, please advise the Bureau of Purchasing and Contracts at 850-617-3203 no later than five (5) business days prior to the event.

2.14 SOLICITATION CONFLICTS AND ORDER OF PRECEDENCE

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

- A. Addenda, in reverse order of issuance;
- B. Invitation to Bid, including attachments;
- C. General Contract Conditions (PUR 1000) (See, Section 9.1 GENERAL CONTRACT CONDITIONS (PUR1000)); and
- D. General Instructions to Respondents (PUR 1001) (See, Section 4.1 INTRODUCTION).

3.0 SCOPE OF SERVICES

3.1 GENERAL DESCRIPTION OF SERVICES

The Vendor shall provide to the Department uniform apparel to be utilized by staff in the Division of Motorist Services. All items shall be provided in accordance with the terms and conditions of this ITB, and as outlined in section 3.2, Technical Specifications. The Vendor shall be responsible for reading and understanding the specifications for each uniform apparel item and must comply with the specifications as written. Subcontracting is not permitted.

All clothing items described as “men’s” shall be cut and fitted to industry standards typical to the male anatomy; all clothing items described as “women’s” shall be cut and fitted to industry standards typical to the female anatomy.

The Vendor will be provided with two (2) Department-issued logos, each with two (2) versions to be embroidered on light and dark apparel. Logos are to be embroidered on the personalized apparel at no additional charge to the Department. Logo embroidery is to be included in the cost of each item.

Logo personalization shall be located as indicated in Exhibits A, B, and C. Logos on caps shall be placed on the front, center, above the bill. Logos shall be produced in a workmanlike manner, in the sizes indicated in Exhibits D, E, F, and G with tight threading. There shall be no loose, broken, or separated threads, and lettering shall be clearly readable.

3.2 TECHNICAL SPECIFICATIONS

1. Polo Shirts: standard short-sleeve men’s and women’s shirts, available in sizes S – 2XL+; fabric must be 100% polyester, moisture wicking, shrink, pill and fade resistant, wrinkle resistant, and available for logo personalization. All models/sizes must be available in the following colors: royal blue, khaki, black, burgundy, dark green, red, light gray, navy blue, and white.
2. Oxford Work Shirts: standard short-sleeve and long-sleeve men’s and women’s shirts, available in sizes S – 2XL+; fabric must be made of a cotton-poly blend and must be stain, pill and wrinkle-resistant. All models/sizes must be available for logo personalization; and available in the following colors: white, light blue, and cobalt blue.
3. Pleated Work Pants¹: men’s and women’s pants, available in all standard and plus sizes; fabric must be shrink, fade, pill and wrinkle-resistant. All models/sizes must be available in the following color: navy blue.
4. Elastic Waist Work Pants: women’s pants, available in all standard and plus sizes, fabric must be stain and pill resistant and available in the following color: navy blue.
5. Coveralls: standard long-sleeve, unisex coveralls, available in sizes S – 5XL. Fabric must be made of cotton twill, heavy-duty, stain and fade resistant, available for logo personalization, and must be available in the following color for all sizes: navy blue.
6. Tactile Cargo Pants: men’s and women’s pants, available in in all standard and plus sizes, self-adjusting waist, fabric must be water, stain, pill and fade resistant, 65% polyester, 35% cotton. All models/sizes must be available in the following color: navy blue.

¹ All pants described in Section 3.2 shall be provided in standard inseam lengths appropriate to the size increments and genders indicated in these specifications.

7. Waterproof rain jacket/parka: unisex long-sleeve hooded parka, available in sizes XS-5XL. Fabric must be nylon, 100% waterproof, must have sealed seams, and must be available for logo personalization. Must be available in all sizes in the following color: navy blue.
8. Low-Profile Cap: unisex low-profile baseball-style cap, standard bill, cotton/polyester blend fabric with slide buckle adjustment, lightweight, available for logo personalization, and available in the following color: navy blue.

3.3 **DISCONTINUED/UNAVAILABLE AND SUBSTITUTE UNIFORM APPAREL**

1. Discontinued/Unavailable Apparel

The Vendor shall notify the Department, as soon as possible in writing, of the discontinuation or unavailability of any uniform apparel item provided under the contract, whether due to discontinuance by the manufacturer or distributor, or for any other reason. This notification shall include, but not be limited to:

- a) Discontinued/unavailable uniform apparel description, brand and item number;
- b) Copy of any notification the Vendor received from the manufacturer or distributor, etc., of the discontinuance/unavailability;
- c) If unavailable, anticipated date of availability; and
- d) Description, brand and item number of the proposed alternate uniform apparel item.

A sample of the proposed alternate uniform apparel item(s) shall be provided, at Vendor's expense, within ten (10) days of notice of discontinuance/unavailability, to the Department's Contract Manager. The proposed alternate uniform apparel item(s) shall meet or exceed the specifications applicable to the original specified uniform apparel item(s). Proposed alternate items shall be offered at the same or lower pricing as the Vendor's bid price(s), outlined in Form 3 – Price Sheet. Should the proposed alternate uniform apparel item(s) be available for purchase on the open market (as determined by the Department's Contract Manager) at a price lower than the Vendor's proposed price, the Vendor shall provide the alternate uniform apparel item(s) to the Department at the lower price.

The Department's Contract Manager will notify the Vendor of its approval or disapproval in writing after the proposed alternate uniform apparel item(s)' information and samples have been thoroughly reviewed. Written approval of the proposed alternate uniform apparel item(s) shall be considered an amendment to the contract, although acceptance and enactment of these changes will not require execution of an amendment document. The written approval shall be considered by the parties to have the same force and effect as if the proposed alternate item(s) was/were originally included in the Contract.

2. Substituted Apparel Item(s)

If the proposed alternate replacement item is not deemed by the Department to be an equivalent item (i.e., does not meet the contract specifications), but an equivalent is otherwise not available, the Department reserves the right to do any or all of the following: declare the Vendor in breach and permit a time certain in which the Vendor shall provide an acceptable substitute item; estreat the Vendor's bond if an acceptable substitute item is not provided after an opportunity to cure; terminate the contract; impose liquidated damages per the contract; and/or negotiate the specifications and pricing of the substitute uniform apparel item(s) being offered and accept or reject the item(s) with reasons for rejection stated. If the Department accepts any or all items being offered as substitutes, the substitute item shall be fully-described in an Addendum which shall be incorporated into the contract or purchase order via a contract amendment or a versioned purchase order.

3. Alternate or substitute uniform apparel provided to the Department, without prior written approval by the Contract Manager is prohibited and will be returned to the Vendor at Vendor's expense. In addition, such action will subject the Vendor to liquidated damages as provided in Section 3.12, PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES and/or termination of the contract.

3.4 UNIFORM ORDERS

A. Ordering System

The Vendor must operate and maintain a web-based uniform ordering system, which includes a complete catalog of all required items identified in this ITB. The Vendor's order website shall have a punch-out or user-friendly selection format to include the minimum following features:

1. Uniform style or article by item number
2. Color selection
3. Size selection
4. Logo embroidery selection
5. Quantity, item count total
6. Dollar amount line total and order dollar grand total
7. Notes and comments field entry
8. Purchase order field entry
9. Shipping and billing address and contact field entry
10. Provide order confirmation at the time of submission
11. Provide shipping confirmation at the time of shipping

In the event the Vendor's web-based uniform ordering system is inoperable, an alternative means for order placement will be made available (e.g., email, fillable documents, etc.).

The Vendor shall allow for a minimum of two (2) Department authorized users to hold accounts for ordering access.

B. Customer Service and Support

The Vendor must have an active account-manager or other representative to ensure that customer service and help desk support is available and provided to Department staff during normal business operating times of Monday through Friday, 8:00 am – 5:00 pm ET (excluding State-observed holidays). Support/assistance shall be provided via telephone and email communication returned the same day received. Failure to timely return telephone and/or email communication the same day received will subject the Vendor to liquidated damages as provided in Section 3.12, PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES.

The Vendor shall provide customer service tracking and conflict resolution, which must include, but not be limited to:

1. On-time shipments;
2. Shipment accuracy/returns/exchanges;
3. Invoice accuracy; and
4. Order fill rate.

C. Industry Standard and Additional Warranty/Guarantee

The Vendor shall provide and comply with all industry standard warranties applicable to sale and manufacturing of clothing for each uniform apparel item provided under the Contract regardless of whether the item has a logo applied. In addition, the Vendor shall provide the following additional warranties/guarantees:

1. A Warranty/Guarantee against Vendor processing errors². This warranty/guarantee shall ensure that any and all uniform apparel items rejected as a result of Vendor processing errors will be replaced by the Vendor at no additional cost to the Department within fourteen (14) days of notification by the Department to the Vendor that the item(s) has been found unacceptable. (See, also Section 3.6 RETURNS AND REPLACEMENT ORDERS, below.) Vendor agrees to accept any and all items returned as a result of Vendor processing errors and to use best efforts to provide correct/suitable replacement items as quickly as possible, but in no event longer than 14 days from notice.
2. If not covered under standard industry warranties, Vendor shall provide an extended Warranty/Guarantee against manufacturing defects and product failure for the first year following delivery/acceptance, normal wear and tear excepted. Vendor shall guarantee that clothing items shall not fail in regard to workmanship (i.e., seam separation, zipper breakage, button breakage, button loss due to threads breaking, etc.), during the first year after acceptance of the delivered item. Items that fail during this time will be returned to the Vendor for replacement. If returned within the first six months after initial delivery/acceptance of the item, Vendor shall pay the costs of return. If returned after six months, the Department shall pay the costs of return. Replacement items shall be provided within fourteen days. If replaced within six months, replacement items shall be provided at no cost to the Department. Thereafter, replacement items shall be provided at a pro-rated cost as follows: if more than six but less than nine months after delivery acceptance, items shall be replaced at 50% of the item's original cost; more than nine months to one year after delivery acceptance, items shall be replaced at 75% of the item's original cost.

3.5 PACKING, SHIPPING AND DELIVERY

- A. The Vendor shall be responsible for properly packing shipments. Each order will include a specific and accurate packing slip with all necessary information to properly and efficiently identify the uniform specific items. Packing slip(s) will include correct item numbers, descriptions, shipping location, purchase order number, quantities, item dollar amounts, and order dollar grand totals.
- B. The Vendor shall deliver all shipments to the appropriate site listed in the order no later than fourteen (14) days from the date of order placement. If the delivery day falls on a weekend or state observed holiday, the delivery day will be the following business day. The Vendor shall notify the Department's Contract Manager via email within five (5) days of order placement of any potential delays exceeding the 14-day delivery time frame.
- C. Deliveries shall be made between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding state holidays, unless otherwise stated.

² Vendor processing errors include, but are not limited to, applying an incorrect logo; sending item(s) in colors not requested; sending items not ordered; other order issues (e.g., order is short an item, wrong size, etc.) or sending obviously defective items having, such things as visible holes, malfunctioning zippers, tears, separated seams, missing buttons, discolorations, etc.

- D. In accordance with paragraph 672.319(1)(b), Fla. Stat., Bidders must include the cost of shipping, i.e., free on board (FOB) destination/inside delivery in their prices bid. The Department will not pay separate freight charges.
- E. Inside delivery is required for all shipments. The Vendor will be responsible for the following, where applicable:
 - 1. require freight carriers to have lift-gate capabilities;
 - 2. mark waybills with “INSIDE DELIVERY REQUIRED”;
 - 3. require delivery drivers to unload all shipments; and
 - 4. have the necessary tools or equipment to unload pallets or boxes.

Department employees will not be responsible and may not be utilized for unloading shipments. If the Department does not accept a delivery (e.g., due to a damaged package(s), inside delivery requirements not being met, etc.) the Vendor shall re-deliver the apparel within five (5) business days of rejection of the original delivery.

3.6 RETURNS AND REPLACEMENT ORDERS

The Vendor shall afford a reasonable opportunity following delivery for inspection and either acceptance or rejection of the shipment. Any or all apparel items not meeting the specifications of this ITB, the contract and/or purchase order, as applicable, including, but not limited to, items found to be defective, items not ordered, substituted items not approved by the Department, etc., will be returned to the Vendor at the Vendor’s expense (unless otherwise stated herein).

The items will be shipped back to the Vendor by way of a return label provided by the Vendor upon request. The Department will notify the Vendor, in writing, of any apparel not meeting the ITB specifications or rejected as a result of a Vendor processing error, within thirty (30) days of receipt of the apparel. The Vendor shall replace the apparel with the correct/non-defective item within fourteen (14) days of notification by the Department. Failure to timely or completely provide conforming, acceptable apparel items to the Department, will subject the Vendor to liquidated damages as provided in Section 3.12, PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES.

3.7 SILENCE OF SPECIFICATIONS

The apparent silence of specifications included herein on any details, or the omission from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of best quality are to be used. All interpretations of this Contract shall be made upon the basis of this statement.

3.8 MINORITY AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT

The Vendor shall provide to the Department a monthly Minority and Service-Disabled Veteran Business Enterprise Report (see subsection A., below). The monthly report shall summarize the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers performing any services related to the Contract for the current month.

- A. The Vendor shall complete and submit Exhibit H, Monthly Minority and Service-Disabled Veteran Business Report, by the 5th day of the following month (or next business day if the 5th day is on a weekend day or holiday) to the following Department email address:
bpreporting@flhsmv.gov

Note the subject line of the e-mail with: Monthly MBE DV Report

- B. Should the Vendor utilize subcontractors/material suppliers meeting the criteria in this section, but have nothing to report for the month (for whatever reason), the Vendor shall still send an e-mail to the address identified above stating that there is no information to report for the previous month.
- C. Should the Vendor not utilize subcontractors/material suppliers meeting the criteria in this section, the Vendor shall provide a letter to the email address noted above, on Vendor letterhead, indicating that this reporting requirement does not apply. If this changes, however, at any time during the contract term, the Vendor shall immediately implement the reporting requirements of this section.

3.9 ADDITIONS/DELETIONS

The Department reserves the right to delete any item from the Contract, when deemed to be in the state’s best interest. It also reserves the right to add any item within the scope of the Contract. Pricing shall be comparable to the amounts paid under the Contract. These additions or deletions will be incorporated via an amendment to the Contract.

3.10 DEPARTMENT RESPONSIBILITIES

The Department will provide technical support and assistance to the Vendor within the resources available to the Department to assist the Vendor in meeting the requirements of this Contract. The support and assistance, or lack thereof, shall not relieve the Contractor from full performance of all contract requirements.

3.11 DELIVERABLES

The Vendor shall submit all deliverables in accordance with Table 1, Deliverable Schedule, below. Deliverables must be approved, in writing, by the Department’s Contract Manager prior to payment. Deliverable due dates may be extended upon prior written approval of the Department.

TABLE 1 DELIVERABLE SCHEDULE		
	Deliverable	Due Date
A.	Uniform Apparel, as ordered, and meeting all specifications of the ITB and resultant purchasing documents.	Within fourteen (14) days of order date.

3.12 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES

The Department has developed the following Performance Standards which shall be met by the Contractor in performance and delivery of services. The Department reserves the right to impose liquidated damages upon the Vendor for failure to comply with the performance standard requirements set forth in the chart below.

	Performance Standard Requirement	Liquidated Damages to be Imposed
A.	The Vendor shall provide Uniform Apparel as indicated in Section 3.2 TECHNICAL SPECIFICATIONS.	Ten dollars (\$10.00) for each apparel item, or the cost of the item if less than \$10.00, per shipment delivered, not meeting specifications.

B.	The Vendor shall provide alternate and substitute uniform apparel to the Department as indicated in Section 3.3 DISCONTINUED/ UNAVAILABLE AND SUBSTITUTE UNIFORM APPAREL.	Ten dollars (\$10.00) for each apparel item per shipment delivered that is not an acceptable alternate or substitute or that is delivered without written approval by the Department, and/or termination of the Contract.
C.	The Vendor must maintain an active account-manager or representative to provide customer service and help-desk support as described in Section 3.0., Scope of Services, subsection 3.4 UNIFORM ORDERS, subsection B., Customer Service and Support.	Fifty dollars (\$50.00) per each time customer service and help-desk support is not available to Department staff as a result of a call or email not being answered or responded to on the day placed/sent. (Not to exceed \$150.00 per day).
D.	The Vendor shall timely notify the Contract Manager of any potential shipment delays as indicated in Section 3.5 PACKING, SHIPPING AND DELIVERY.	Twenty-five dollars (\$25.00) per day for each day notice is not timely provided.
E.	The Vendor shall timely deliver replacement orders (reorders) as indicated in Section 3.6 RETURNS AND REPLACEMENT ORDERS.	Fifty dollars (\$50.00) per day, per shipment for each workday a replacement order (reorder) is not timely delivered.

3.13 MONITORING

The Department's Contract Manager or designated Department staff will perform monitoring during the term of the Contract to determine if the Contractor has met each Performance Standard identified in Section 3.12 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES. Monitoring shall include review of compliance with contract service delivery and review of all contract requirements. Vendor shall permit persons duly authorized by the Department to inspect any goods of the Vendor which are relevant to this Contract.

If the Department determines that the Vendor has failed to meet a Performance Standard, the Vendor will be sent a formal contract communication in accordance with Section 3.15 COMMUNICATIONS. When issues of non-compliance are identified, the Vendor shall, if requested by the Department, submit a written Corrective Action Plan (CAP) as indicated in Section 3.14 CORRECTIVE ACTION PLAN (CAP), below. NOTE: The Department is not required to request a CAP prior to assessing Liquidated Damages for failure to meet any Performance Standard.

3.14 CORRECTIVE ACTION PLAN (CAP)

- A. If the Department determines that the Vendor is out-of-compliance (i.e., has failed to perform or satisfactorily perform) with any of the provisions of the resulting Contract, the Department shall notify the Vendor of the compliance issue(s) in writing.
- B. Depending upon the nature of the deficiency(ies) noted, the Department will either indicate that the Vendor is out-of-compliance and the Department is assessing liquidated damages, or the Department may require the Vendor to respond by submitting a Corrective Action Plan (CAP) within a specified time frame.
- C. A CAP is an opportunity for the Vendor to address and resolve deficiencies without the Department immediately invoking more serious remedies, up to and including Contract termination. In determining whether to permit the Vendor to submit a CAP, the Department will consider the nature of the deficiency(ies), whether the Department would or could be

adversely affected in any way by allowing additional time for correction, and the likelihood for successful correction by the Vendor.

- D. The CAP shall be timely submitted to the Department's Contract Manager who will review the CAP and:
 - 1) determine whether the steps to be taken and timeline for each step will likely resolve the deficiency(ies) to the Department's satisfaction and approve the CAP, in writing, for implementation by the Vendor; or
 - 2) Determine that the steps to be taken and/or timelines indicated will not likely resolve the deficiency(ies) to the Department's satisfaction and reject the CAP.
- E. If the Contract Manager rejects the Vendor's CAP, the reasons for rejection shall be provided in writing to the Vendor who shall have five (5) business days from receipt of the Department's rejection notice to correct/change the CAP and resubmit it. If the resubmitted CAP is similarly rejected, the Vendor shall be deemed in breach of the contract and liquidated damages of one hundred dollars (\$100.00) per day shall be imposed for each day a satisfactory CAP is not submitted to the Department.
- F. The Vendor shall implement the CAP only after receiving written approval from the Department's Contract Manager or other designated Department personnel.
- G. If the Vendor does not meet the plan for resolving deficiencies established in the CAP to the Department's satisfaction, either by not resolving all deficiencies identified or by not resolving all deficiencies within the stated time frame(s), the Vendor shall be in breach of the contract and shall be subject to liquidated damages.
- H. Except where otherwise specified, liquidated damages of one hundred dollars (\$100.00) per day will be imposed on the Vendor for each day that the approved CAP is not implemented to the satisfaction of the Department.

3.15 COMMUNICATIONS

Contract communications will be in three forms: routine, informal and formal. For the purposes of the Contract, the following definitions shall apply:

- Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within fifteen (15) calendar days of receipt.
- Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within ten (10) calendar days of receipt.
- Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Vendor's CEO or the individual identified for contractual purposes on FORM 1 – BIDDER CONTACT INFORMATION. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be

provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

In addition to the personnel identified above, personnel authorized to use informal contract communications include any other persons so designated in writing by the parties.

If there is an urgent administrative problem, the Department shall make contact with the Vendor and the Vendor shall verbally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Vendor and the Vendor shall verbally respond to the Contract Manager within forty-eight (48) hours.

The Vendor acknowledges that records and documents related to Vendor's service delivery are public records as provided under Chapter 119, Fla. Stat.

The Vendor shall respond to all communications by facsimile, email, or hard copy mail. A date/numbering system shall be utilized for tracking of formal communications.

4.0 BID INSTRUCTIONS

4.1 INTRODUCTION

This section contains the General Instructions to Respondents and Special Instructions. The General Instructions to Respondents (PUR 1001) are incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

The following sections of the PUR 1001 are not applicable:

- A. Section 3. Electronic Submission of Responses
Bid submittals shall be submitted in accordance with Section 5. Bid Submission Instructions of this solicitation.
- B. Section 4. Terms and Conditions
Terms and Conditions shall be in accordance with Section 9.4 RESULTANT CONTRACT/PURCHASE ORDER DOCUMENTS AND ORDER OF PRECEDENCE
- C. Section 5. Questions
Questions shall be submitted in accordance with Section 2.2 BIDDER QUESTIONS of this solicitation.

The Special Instructions are in the sections below starting with Section 4.2 BIDDER QUALIFICATION QUESTIONS.

In the event any conflict exists between the Special Instructions and General Instructions to Respondents, the Special Instructions shall prevail.

4.2 BIDDER QUALIFICATION QUESTIONS

Bidders will submit a Yes/No response to the Bidder Qualification Questions on Form 2 attached hereto and made a part of the ITB, which must be submitted with the bidder's bid submittal. An answer of "no" to any question may result in rejection of the bid.

The Department reserves the right to verify the Bidder's status for each of the Qualification Questions.

4.3 **MYFLORIDAMARKETPLACE TRANSACTION FEE**

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to subsection 287.057(22), Fla. Stat., all payments shall be assessed a Transaction Fee, which the Vendor shall pay to the State, unless exempt pursuant to Rule 60A-1.032, Florida Administrative Code (F.A.C). Please refer to this statutory section for the current transaction fee amount.

4.4 **MYFLORIDAMARKETPLACE REGISTRATION**

Each Bidder doing business with the State for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Also, an agency shall not enter into an agreement for the sale of commodities or contractual services as defined in section 287.012, Fla. Stat., with any Bidder not registered in the MyFloridaMarketPlace system, unless exempted by rule. Should a Bidder not currently registered in the MyFloridaMarketPlace system be selected for award, the Bidder shall register in the MyFloridaMarketPlace system within five (5) days after posting by the Department of a Notice of Intent to Award. Information about the registration is available, and registration may be completed, at the MyFloridaMarketPlace website (<http://www.myflorida.com>). Those lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service office at 866-352-3776 or from the Department of Management Services' State Purchasing office located at 4050 Esplanade Way, Suite 300, Tallahassee, FL 32399, 850-488-8440.

4.5 **PREFERRED PRICING COMPLIANCE**

In accordance with Chapter 2010-151, Laws of Florida, Section 48(2), the Vendor is required to submit, at least once during each year of the Contract, an Affidavit from an authorized representative of the Vendor attesting that the Vendor is in compliance with PUR 1000 General Contract Conditions, Section 4.4(b), Best Pricing Offer. Vendor's failure to comply with this section may be grounds for terminating the Contract, at the Department's sole discretion. The Department shall distribute the Affidavit form to be used by the Vendor during each remaining year of the Contract.

4.6 **FLORIDA DEPARTMENT OF STATE REGISTRATION**

Pursuant to section 607.1501, Fla. Stat., out-of-state corporations are required to obtain a Florida Certificate of Authorization pursuant to subsection 607.1503(1), Fla. Stat., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Bidder agrees to attain such authorization, if applicable, within seven (7) business days of notice of award, should the Bidder be awarded the Vendor/purchase order. Website: www.sunbiz.org

4.7 **FLORIDA SUBSTITUTE FORM W-9 PROCESS**

Vendors *must* register and complete an electronic Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

Foreign Vendors, please visit:

<https://flvendor.myfloridacfo.com/ForeignVendors.pdf>

If not already on file, the awarded Bidder (if this solicitation results in an award), must have completed this process within seven (7) business days of notice of award.

4.8 **SCRUTINIZED COMPANIES AND PROHIBITED BUSINESS ACTIVITIES**

Pursuant to paragraph 287.135(3)(b), Fla. Stat., the Department may immediately terminate any Contract for cause if the Vendor is found to have submitted a false certification under subsection 287.135(5), Fla. Stat., or if Vendor is placed on the Scrutinized Companies that Boycott Israel List; the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or is engaged in business operations in Cuba or Syria during the term of the Contract. A list of prohibited scrutinized companies may be found in the link provided below.

<http://www.sbafla.com/fsb/Portals/Internet/PFIA/CurrentProhibitedCompaniesList.pdf>

4.9 **PRICE SHEET INSTRUCTIONS**

The Bidder must submit a FORM 3 – PRICE SHEET (attached) to be considered for award.

- A. The Bidder shall provide a price(s) in each cell of each Price Sheet submitted. Failure to provide a price in a cell may deem the bid non-responsive.
- B. The Bidder shall use legible handwriting, if applicable, when completing the price sheet(s).
- C. All price sheet calculations will be verified for accuracy by the Department. If mathematical error(s) in a Bidder's price sheet calculations are identified, unit prices submitted by the Bidder will be used to determine the total price for that Bidder.

Price(s) will be final based on Department verification. Department corrected price sheets will be made available upon written request to the Bidder.

- D. Shipping

In accordance with paragraph 672.319(1)(b), Fla. Stat., Bidders must include the cost of shipping, i.e., free on board (FOB) destination / inside delivery in their prices bid. The Department will not pay separate freight charges. (Also see Section 3.5 PACKING, SHIPPING AND DELIVERY.)

- E. The Department will not agree to caveat language for pricing within FORM 3 – PRICE SHEET. Bid submittals that include caveat language for pricing will be viewed as a conditional bid and the Department will reject the Bidders' bid submittal.

4.10 **MANDATORY REQUIREMENTS**

The Department has established certain mandatory requirements which must be included as part of any bid. The use of the terms “shall”, “must”, or “will” (except to indicate simple futurity) in this solicitation indicates a mandatory requirement or condition.

The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not itself cause rejection of a bid.

4.11 MINOR BID EXCEPTIONS

The Department reserves the right to waive minor deviations or exceptions in bids providing such actions are in the best interest of the State of Florida and the Department. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the outcome of the award by giving a Bidder an advantage or benefit not enjoyed by other Bidders.

4.12 NON – RESPONSIVE BIDS, NON – RESPONSIBLE BIDDERS

Bids which do not conform in all material respects to the requirements of this solicitation or which fail to provide all required information, documents, or materials will be rejected as non-responsive.

Material requirements of the solicitation are those set forth as mandatory or without which an adequate analysis and comparison of bids are impossible, or those which affect the competitiveness of bids, or the cost to the Department.

Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the resulting Contract may be rejected as non-responsible. The Department reserves the right to determine which bids meet the material requirements of the solicitation, and which Bidders are responsible.

“Responsible” or “Qualified Bidder” means a person or firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in bid submittal to a condition of a bid requiring such information may be cause for rejection of the bid.

Bid submittals will be considered only from Bidders who are regularly engaged in the type of service/products/business that is the subject of this solicitation, are financially responsible, and have the necessary equipment and personnel to provide the services and goods required by the solicitation.

4.13 SUBCONTRACTS

No subcontracting will be permitted for the services identified in Section 3.0 SCOPE OF SERVICES.

5.0 BID SUBMISSION INSTRUCTIONS

5.1 BID SUBMISSION CONTENTS

Bids shall be prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are not desired. The emphasis of each bid shall be on completeness and clarity of content. Bids are to be organized in sections as directed below. The bid forms furnished with this ITB must be submitted with the bid and are to be filled out in pen and ink or typewritten with no alterations, changes, or amendments made within. All forms must be signed and dated by the Vendor's Authorized Representative (see Section 1.2 DEFINITIONS, Item A.).

The entire bid packet with all forms and documents required shall be referred to as the Bidder's “bid submittal.”

A. The Bidder shall organize its bid submittal contents as follows:

Tab 1 A cover letter on the Bidder's letterhead with the following information:

- Name and headquarters location of the Bidder

- Federal Employer Identification (FEID) Number
- A document establishing delegated authority if the individual signing and submitting a bid on the Bidder's behalf is someone other than one of the officer(s)/director(s) identified in the Department of State, Division of Corporations records at: Sunbiz.org. (see Section 4.6 FLORIDA DEPARTMENT OF STATE REGISTRATION)
- A written letter from an attorney-at-law (if applicable, see Section 6.2 FLORIDA PREFERENCE)

Tab 2 Mandatory forms to be completed, signed and included with the bid:

FORM 1 – BIDDER CONTACT INFORMATION
 FORM 2 – BIDDER QUALIFICATION QUESTIONS
 FORM 3 – PRICE SHEET

Signed Addendum(s) (if applicable)

Completed forms must be included in the Bidder's bid submittal. If any item is missing or incomplete, the bid submittal will be deemed non-responsive.

Tab 3 Exceptions

The Bidder shall include a statement in this tab indicating that it has no exceptions in regard to the services described in this solicitation.

However, should the Bidder have any exceptions, they must be noted in this tab in detail. The Department's request that exceptions, if any, be identified does not imply and should not be taken as agreement by the Department to agree to or accept any exception(s). The Department will review the exceptions that were not addressed during the question and answer period and render a decision as to whether to accept them or not. See Section 4.12 NON-RESPONSIVE, NON-RESPONSIBLE BIDDERS.

B. Bid Samples

Samples are required as part of the bid submittal. Bidders shall include with their bid, samples of the following items:

1. One (1) large men's short-sleeve polo shirt
2. One (1) medium women's short-sleeve polo shirt
3. One (1) extra-large men's short-sleeve oxford shirt
4. One (1) large women's long-sleeve oxford shirt
5. One (1) size medium (equivalent to a size 8) x-long pair of women's pleated work pants
6. One (1) size XXL (equivalent to a size 40 and 34" inseam) men's tactile cargo pants

Shirts must be embroidered with logos representative of the quality and colors of logos typically produced/provided by the vendor for wear in a professional office setting.

Samples shall be reviewed for quality in manufacturing, color, and sizing. This shall include examining and trying on the items to ensure that seams do not easily spread or come apart, threads are not loose or easily pulled, buttons are securely fastened, zippers work as intended, material is not see-through, color is uniform throughout the clothing item (e.g., no faded,

white, or other discernable areas), seams are straight, sleeve length is even when item is laid flat, and sizing appears accurate when tried on by staff typically wearing the tested size. Staff will test the manufacturing quality of the items while performing typical office-related tasks (e.g., sitting, standing, walking, bending, reaching, lifting, crouching, etc.). Samples not passing the quality review will be rejected. Rejection of any sample item will cause rejection of the bid.

Samples shall be reviewed and tested by a team of HSMV staff and the review shall be videotaped or otherwise recorded (e.g., photographed). After bid award, samples will be returned to non-awarded vendors at the vendor's own expense. Appropriate shipping labels shall be provided with the bid/samples. Labels shall reflect a Fed-Ex, UPS, or USPS account number that permits for pre-paid shipping. The Department reserves the right to retain samples from the awarded vendor during the life of the contract for comparison purposes.

5.2 **BID SUBMISSION**

The Bidder shall submit:

5.2.1 One original version of the bid submittal, with one (1) copy.

5.2.2 **One REDACTED scanned copy of the bid submittal, if applicable (see Section 5.5 REDACTED SUBMISSIONS).**

5.2.3 Bid samples as indicated in subsection 5.1 BID SUBMISSION CONTENTS, sub-item B. Bid Samples, above.

Sealed packages to be delivered shall be clearly marked on the outside of the package with the solicitation number and company name.

Submitted hardcopies contained within the sealed packages shall be clearly marked with the Bidder's company name, and solicitation number.

5.3 **DELIVERY OF BID SUBMITTAL**

The bid (and all required contents) shall be submitted to the Procurement Officer identified in Section 1.3 PROCUREMENT OFFICER, by or before the date and time indicated in Section 2.5 CALENDAR OF EVENTS. This is a mandatory requirement.

Offers by telegram, telephone, email, or facsimile will not be accepted. The Department will not consider late bids. Bidders are advised to examine their bids carefully and to ensure that the bid is delivered to the proper place no later than the time of the bid opening.

5.4 **BID GUARANTEE**

The Department will not require a bid guarantee for this solicitation.

5.5 **REDACTED SUBMISSIONS**

The following subsection supplements Section 19 of the PUR 1001. If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, the Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its bid submittal and briefly describe in writing the grounds for claiming exemption from the public records law, including the

specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, Fla. Stat., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its bid submittal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. Redactions must appear as blacked-out, whited-out, or completely deleted entries.

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its bid are confidential, proprietary, trade secret, or otherwise not subject to disclosure. **If the Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.**

6.0 AWARD METHODOLOGY AND PROCESS

6.1 BASIS OF AWARD

- A. The contract will be awarded to the responsible and responsive Bidder that submits the lowest priced responsive bid for all of the specified uniform items combined (i.e., grand total). The contract will be established as a blanket purchase order with a predetermined amount of spend each year established by the Department.

The Department shall also consider the following mandatories in consideration of award:

1. Timely submission of the Bidder's bid submittal.
 2. Submission of all mandatory information identified in Section 5.1 BID SUBMISSION CONTENTS, Item A.
 3. Quality of Bid Samples submitted.
- B. In accordance with its best interests, the Department reserves the right to:
- a) award a single contract for all or part of the work contemplated by this solicitation;
 - b) award multiple contracts for all or part of the work contemplated by this solicitation;
 - c) divide the work among vendors by type of service or geographic area, or both;
 - d) award a contract for less than the entire service area or less than all services encompassed by this solicitation, or both; and / or
 - e) reject all bids.
- C. The Department reserves the right to award as determined to be in the best interest of the state, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

6.2 FLORIDA PREFERENCE

In accordance with section 287.084, Fla. Stat., a Bidder whose principal place of business is located outside of the state of Florida, must accompany their bid submittal documents with a written letter from an attorney-at-law licensed to practice law in the State where their principal place of business is located, describing the preferences granted by that State (if any) to its own business entities in the award of public contracts. The written document must identify either the preference granted or contain a statement specifying that no preferences are granted.

When the lowest responsible and responsive bid is submitted by a Bidder whose principal place of business is located outside the state of Florida, a 5% price preference shall be awarded to the Florida Bidder submitting the lowest responsive bid, unless the State where the out-of-state Bidder is located provides a different 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 Bidder whose principal place of business is located in the state of Florida responding to this competitive solicitation.

6.3 IDENTICAL BIDS

In the event that the Department receives two (2) identical bids, the Department will select a Bidder based on the criteria identified in Rule 60A-1.011, F.A.C. This rule requires the Department to determine the order of award using the criteria listed in the rule in the order of preference stated.

Vendors must acknowledge that a preference applies on FORM 2 – BIDDER QUALIFICATION QUESTIONS, and may be required to submit documentation in support thereof.

6.4 POSTING OF AGENCY DECISION

The Department will post a Notice of Intent to Award, stating its intent to enter into one or more contracts with the vendor or vendors identified therein, on the VBS website http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all bids, it will post its notice at the same VBS website.

7.0 PROTESTS

7.1 TIME LIMITS FOR FILING PROTESTS

A notice of protest must be filed within seventy-two (72 hours) of the posting of the agency decision or solicitation. Any formal protest must be filed within ten (10) days of the filing of the notice of protest. A formal written protest is “filed” when **actually received** by the Department’s Agency Clerk.

7.2 BOND MUST ACCOMPANY PROTEST

When protesting a decision or intended decision (including a protest of the terms, conditions, and specifications of the solicitation), the protestor must post a bond with the formal protest that is equal to one percent of the Department’s estimated contract amount (total for all years).

FAILURE TO POST AN ORIGINAL BOND FOR THE REQUISITE AMOUNT AT THE TIME OF FILING THE FORMAL WRITTEN PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.

8.0 PRE-PRODUCTION SAMPLES

The awarded Vendor will be notified by the Contract Manager within two (2) business days of award to produce and send pre-production samples to the Department prior to any production runs in accordance with Section 3.2, TECHNICAL SPECIFICATIONS. These samples must be the same model/manufacture as the samples previously submitted with the awarded Vendor's bid (see, subsection 5.1., BID SUBMISSION CONTENTS, subsection B., Bid Samples). Samples that appear to be of a different construction, material, color, fabric content, etc., than the original sample, will be rejected.

The pre-production samples shall include at least one (1) short sleeve shirt (men's or women's), one (1) long sleeve shirt (men's or women's) (shirts shall be in the same color as previously provided samples), and one (1) cap with the Department-provided logos and shall be provided within fifteen (15) days of request by the Department. These items shall be representative of the items to be provided under the Contract.

If any of the samples do not meet the specifications set forth in the ITB, which shall be incorporated or stated in the Contract or Purchase Order, including for logo application, the Department will allow the awarded Vendor an additional thirty (30) calendar days to make any necessary changes to the rejected item(s) and resubmit corrected/acceptable items to the Department. If the Department determines, in its sole discretion, that a corrected item(s) does not meet all of the specifications set forth in the ITB for that item(s), the Department reserves the right to cancel the contract and either award the bid to the next lowest responsive and responsible Vendor or re-procure. The Department shall not pay any costs related to production, delivery, or testing of pre-production samples.

Once all the samples are reviewed and accepted by the Contract Manager, written notification will be provided to the Awarded Vendor to begin production.

If the Vendor requests return of the pre-production samples, the request shall be accompanied by instructions that include shipping authorization and name of carrier and must be received within ninety (90) days of award. If instructions are not received within this time, the samples shall be kept by the Department or disposed of.

9.0 RESULTANT CONTRACT SPECIAL PROVISIONS

9.1 GENERAL CONTRACT CONDITIONS (PUR 1000)

The PUR 1000 is incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

9.2 CONTRACTUAL SUBMISSIONS

A Bidder's bid submittal to this solicitation shall be considered as the Bidder's formal offer. There will be no separate contract other than the purchasing document (purchase order or contract), and any documents incorporated therein.

9.3 VENDOR RESPONSIBILITY

The Department will consider the Vendor to be the sole point-of-contact with regard to contractual matters. The Vendor will assume sole responsibility for providing the commodities and services offered in its bid whether or not the Vendor is the supplier of said commodities and services or any component.

9.4 **RESULTANT CONTRACT/PURCHASE ORDER DOCUMENTS AND ORDER OF PRECEDENCE**

The Contract and/or Purchase Order, as applicable, to be issued to the lowest responsive and responsible Vendor will set forth the entire understanding of the parties in regard to the subject matter contained herein, and will consist of the documents listed below. In the event any of these documents conflict, the conflict will be resolved in the following order of precedence (first to last):

- A. The Contract, which will incorporate DHSMV-ITB-004-18 Uniform Apparel, inclusive of its addenda, attachments, PUR 1001 General Instructions to Respondents, and PUR 1000 Contract Terms and Conditions;
- B. the purchase order, and its terms and conditions; and
- C. the Vendor's bid submission.

9.5 **CONTRACT MANAGEMENT**

- A. Department's Contract Manager

The Contract Manager for this Contract will be:

Carolyn Morgan
Division of Motorist Services Business Support
Florida Department of Highway Safety & Motor Vehicles
Neil Kirkman Building
2900 Apalachee Parkway
Tallahassee, Florida 32399 - 0500

The Contract Manager will perform the following functions:

- 1. Maintain a Contract Management file;
- 2. Serve as the liaison between the Department and the Vendor;
- 3. Verify receipt of deliverables from the Vendor; and
- 4. Review, verify, and approve invoices from the Vendor.
- 5. Direct the Contract Administrator to process all amendments, renewals and terminations of the Contract;
- 6. Monitor and Evaluate the Vendor's performance, as required, during the contract term and Vendor's overall performance at the conclusion of the Contract;
- 7. Issue Corrective Action Plans and assess Liquidated Damages in accordance with the Contract;
- 8. Maintain records regarding Vendor's performance to be placed on file that will be considered if the Contract is subsequently used as a reference in future procurements.

- B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Purchasing and Contracts
2900 Apalachee Parkway
Tallahassee, Florida 32399-2500
(850) 717-3681

The Contract Administrator will perform the following functions:

- 1. Maintain the official Contract Administration file;
- 2. Process all Contract amendments, renewals, and termination of the Contract; and

3. Maintain the official records of all formal correspondence between the Department and the Vendor provided by the Contract Manager for filing in the Contract Administration file.

9.6 INVOICES

The Vendor shall submit an appropriately completed invoice(s) to the ship to invoice address noted on the purchase order.

Payments shall be made in accordance with sections 215.422 and 287.0585 of the Fla. Stat., which govern time limits for payment of invoices. Also see PUR 1000 General Contract Conditions, Section 15.

Vendor invoices will be accurate and complete and provide billing broken down by detail of items ordered. Vendor will be required to send invoices electrically on an order specific basis. All cost for logo embroidery shipping, and handling, will be included in the uniform apparel cost per item. There shall be no additional cost to the invoice. The Department will not accept any invoices from any sources other than from the Awarded Vendor.

Invoices will not be paid by the Department until all items ordered and listed on the invoice have been received and accepted. The Department shall inspect deliveries as part of the acceptance process in order to ensure that items meet the Contract specifications. The Vendor is not to invoice for uniform apparel items on backorder. A separate invoice shall be provided for these items upon shipment.

In the event uniform apparel is returned after the Department has processed an invoice for payment to the Vendor, the Vendor is to issue a credit to the Department within one business day of receipt of the return.

9.7 REQUIREMENTS OF CHAPTER 119, FLA. STAT. (PUBLIC RECORD LAW)

The Vendor, when acting on behalf of the Department, shall in addition to all other conditions of this Contract:

- A. Keep and maintain public records required by the Department to perform the service.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term, and following completion of the Contract, if the Vendor does not transfer the records to the Department.
- D. Upon completion of the Contract, transfer, at no cost to the Department, all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or Contract

Manager, in a format that is compatible with the information technology systems of the Department.

- E. Respond to inquiries from the Department's custodian of public records or Contract Manager, regarding public records requests by providing all information or records that the Department deems necessary to respond to such requests within three (3) working days of request from the Department's custodian of public records or Contract Manager.

Pursuant to subsection 119.0701(3), Fla. Stat., in the event the Vendor fails to comply with a public records request, the Department will enforce all Contract provisions related to public records requests by assessing the following:

First violation - \$100 penalty.

Second violation - \$250 penalty.

More than two (2) violations - \$500 penalty and/or possible Contract cancellation depending upon the nature of the violations.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATED TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFiling@flhsmv.gov, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, STE. A432, TALLAHASSEE, FL 32399-0504.

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10.0 PRICE SHEET

PROVIDED ON FORM 3 - PRICE SHEET

FAILURE TO BID ON ALL LINE ITEMS WILL CAUSE YOUR BID TO BE NON-RESPONSIVE.

NOTE: QUANTITIES ARE ESTIMATED AND ARE NOT GUARANTEED OVER THE CONTRACT TERM. ADDITIONALLY, THE DEPARTMENT WILL CHECK ALL CALCULATIONS. IF ERRORS ARE MADE IN CALCULATING TOTALS, THE UNIT PRICE WILL PREVAIL.

Award will be made to the responsive and responsible Vendor with the lowest Grand Total Bid Price meeting all specifications, terms and conditions of this solicitation.

Complete and Sign below. Unsigned or incomplete forms will be rejected and will cause the bid to be rejected. As the person authorized to sign this statement, I certify that this firm complies with all requirements of DHSMV-ITB-004-18. I also certify that products bid were manufactured and produced in accordance with the requirements of the ITB. **Please complete legibly.**

Respondent:	_____		
Address:	_____		
City:	State:	Zip:	_____
Authorized Signature:	Date:		_____
Title:	Telephone: _____		

FORM 1 – BIDDER CONTACT INFORMATION

For solicitation purposes, the Bidder’s contact person shall be:

Name: _____

Title: _____

Bidder Company Name: _____

Address: _____

Telephone: _____

E-mail: _____

For contractual purposes, should the Bidder be selected for award, the contact person shall be:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-mail: _____

FORM 2 - BIDDER QUALIFICATION QUESTIONS

1.	Does Bidder certify that the Bidder or person submitting the bid, including pricing, is authorized to respond to this ITB on Bidder's behalf?	Yes	No
2.	Does the Bidder understand that by submitting a bid submittal, the Bidder is deemed to have accepted all contract-related terms?	Yes	No
3.	Does the Bidder understand that submission of a bid does not, however, guarantee acceptance of the bid or issuance of a contract to the Bidder?	Yes	No
4.	Does the Bidder certify that, to the best of its knowledge, its company, including its subcontractors, as applicable, subsidiaries and partners, has no existing relationship, financial interest, or business interest, and is not engaged in any other activity that creates or would create an actual or potential organizational conflict of interest relating to the award of a contract resulting from this solicitation?	Yes	No

Complete and Sign below. Unsigned or incomplete forms will be rejected and will cause the bid to be rejected. As the person authorized to sign this statement, I certify the foregoing responses to be true and correct. **Please complete legibly.**

Respondent:	_____		
Address:	_____		
City:	_____	State: _____	Zip: _____
Authorized Signature:	_____	Date:	_____
Title:	_____	Telephone:	_____

Please complete legibly.

FORM 3 – PRICE SHEET

See, Section 4.9 PRICE SHEET INSTRUCTIONS, before completing this price sheet.

Note: Prices are inclusive of all embroidery, shipping, production, handling and all other related costs and are for all models and sizes as described for each item.

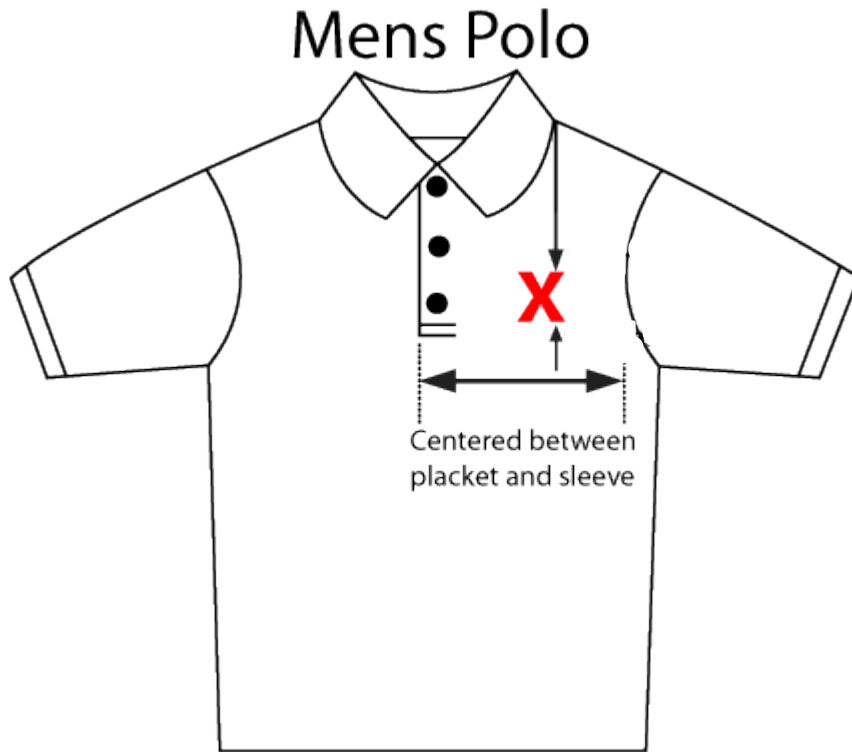
Item No.	DESCRIPTION	ORIGINAL (3 YEARS)			RENEWAL (3 YEARS)			SUM OF BOTH CONTRACT TERMS (\$)	
		ESTIMATED QUANTITIES	x	UNIT PRICE (\$)	TOTAL (\$)	ESTIMATED QUANTITIES	x		UNIT PRICE (\$)
1	Polo Shirt – Short Sleeve – Men’s	1800	x			1800	x		
2	Polo Shirt – Short Sleeve – Women’s	2000	x			2000	x		
3	Oxford Work Shirt – Long Sleeve – Men’s	450	x			450	x		
4	Oxford Work Shirt – Long Sleeve – Women’s	800	x			800	x		
5	Oxford Work Shirt – Short Sleeve – Men’s	750	x			750	x		
6	Oxford Work Shirt – Short Sleeve – Women’s	750	x			750	x		
7	Pleated Work Pants – Men’s	300	x			300	x		
8	Pleated Work Pants – Women’s	150	x			150	x		
9	Work Pants – Elastic Waist - Women’s	30	x			30	x		
10	Coveralls – Long Sleeve – Unisex	30	x			30	x		
11	Tactile Cargo Pants – Self- Adjustable – Men’s	150	x			150	x		
12	Tactile Cargo Pants – Self- Adjustable – Women’s	150	x			150	x		
13	Waterproof Rain Jacket/Parka – Long Sleeve – Unisex	120	x			120	x		
14	Low- Profile Cap – Adjustable – Unisex	210	x			210	x		
GRAND TOTAL BID PRICE (Original - 3 Years and Renewal - 3 Years) =									\$

- FAILURE TO BID ON ALL LINE ITEMS WILL CAUSE YOUR BID TO BE NON-RESPONSIVE. INDICATE “NO COST” ITEMS AS \$0.00.
- QUANTITIES ARE ESTIMATED AND ARE NOT GUARENTEED OVER THE CONTRACT TERM.
- THE DEPARTMENT WILL CHECK ALL CALCULATIONS. IF ERRORS ARE MADE IN CALCULATING TOTALS, THE UNIT PRICE WILL PREVAIL.
- AWARD WILL BE MADE TO THE RESPONSIVE AND RESPONSIBLE VENDOR WITH THE LOWEST GRAND TOTAL BID PRICE MEETING ALL SPECIFICATIONS, TERMS AND CONDITIONS OF THIS SOLICITATION.

EXHIBIT A

Men's Polo Shirt

Logo Application Measurements



Shirt Showing Logo Application Measurements *

Embroidery Placement:

Polo Shirts **with FLOW logo** - (left chest) – 6 ½” down from left shoulder seam, centered between placket and side seam, or 4” - 6” to the right of placket.

Polo Shirts **with A Safer FL logo** - (left chest) – 7 ½” down from left shoulder seam, centered between placket and side seam, or 4” - 6” to the right of placket.

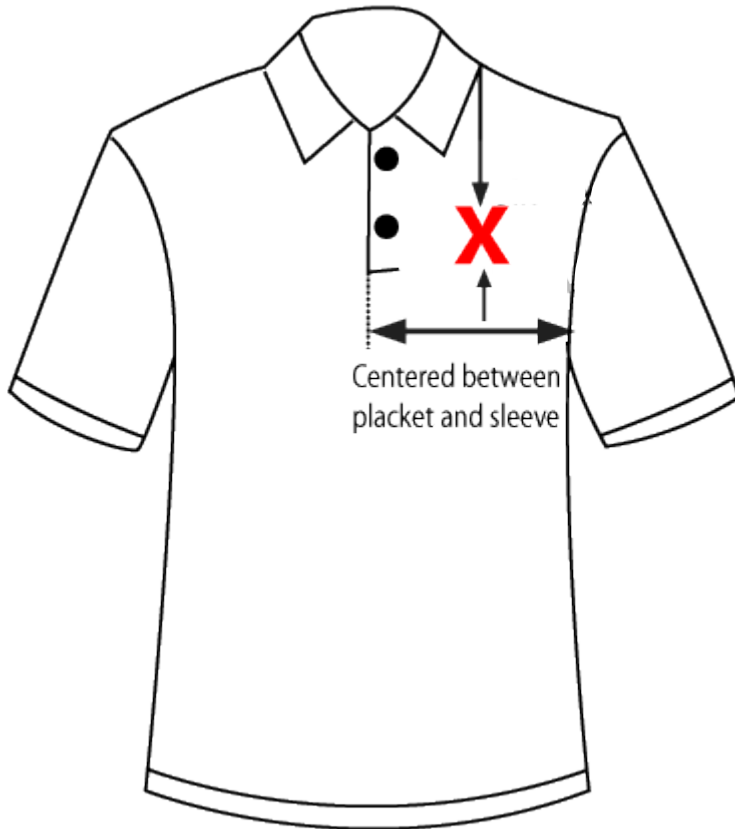
***Illustrative only for purposes of indicating placement of logo. Not representative of actual shirt design. See Section 3.0.**

EXHIBIT B

Women's Polo Shirt

Logo Application Measurements

Ladies Polo



Shirt Showing Logo Application Measurements *

Embroidery Placement:

Polo Shirts **with FLOW logo** - (left chest) – 6 ½” down from left shoulder seam, centered between placket and side seam, or 4” - 6” to the right of placket.

Polo Shirts **with A Safer FL logo** - (left chest) – 7 ½” down from left shoulder seam, centered between placket and side seam, or 4” - 6” to the right of placket.

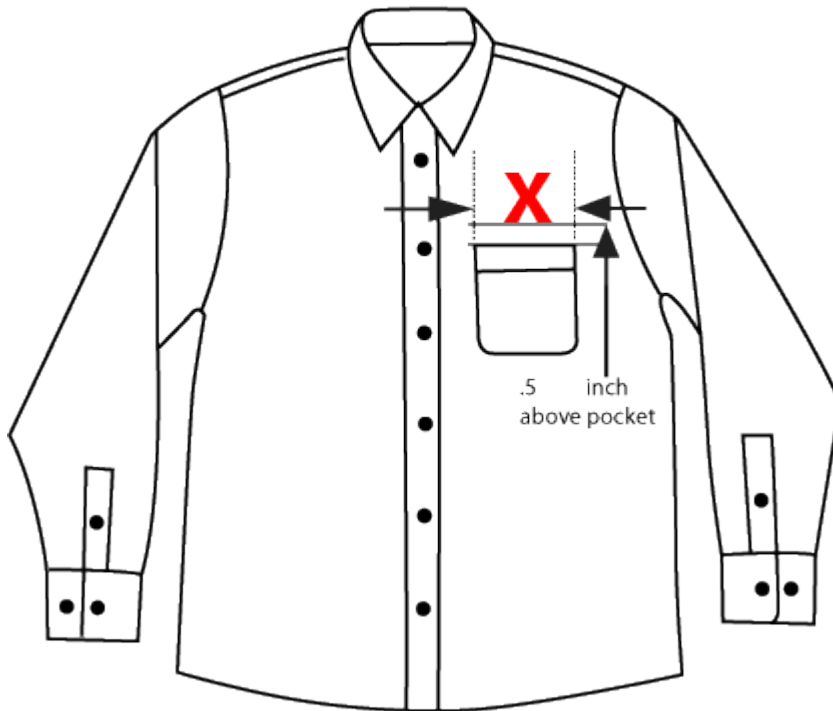
*** Illustrative only for purposes of indicating placement of logo. Not representative of actual shirt design. See Section 3.0.**

EXHIBIT C

Men and Women's Oxford Work Shirt

Logo Application Measurements

Shirts with Pockets



Shirt Showing Logo Application Measurements *

Embroidery Placement:

Button-down shirts (left chest, pocket) – Centered, .5” above the pocket.

***Illustrative only for purposes of indicating placement of logo. Not representative of actual shirt design. See Section 3.0.**

EXHIBIT D

FLOW Logo (For Dark Shirts)

Logo Image, Size, and Color



Size: 4" L x 2.5" H

Colors:

1. All Letters – White
2. FLOW diagram – Canary
3. Sun diagram – Canary

EXHIBIT E

FLOW Logo

Logo Image, Size, and Color



Size: 4" L x 2.5" H

Colors:

1. All Letters – Charcoal
2. FLOW diagram – Burgundy
3. Sun diagram – Canary

EXHIBIT F

HSMV A Safer FL FLOW Logo (Rvrs)

Logo Image, Size, and Color



Size: 4” L x 2.25” H

Colors:

1. “Florida” lettering – White
2. “A SAFER HIGHWAY SAFETY AND MOTOR VEHICLES” lettering– Dark Red
3. Diagram of road – White
4. State of Florida diagram – Corn Gray

EXHIBIT G

HSMV A Safer FL Logo

Logo Image, Size, and Color



Size: 4” L x 2.25” H

Colors:

1. “Florida” lettering – Navy
2. “A SAFER HIGHWAY SAFETY AND MOTOR VEHICLES” lettering – Dark Red
3. Diagram of road – Navy
4. State of Florida – Tan

EXHIBIT H
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES
BUREAU OF PURCHASING AND CONTRACTS
MONTHLY MINORITY & SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE REPORT
To be completed by the Contractor and submitted by the 5th of each month.

Contractor Name and Address:

Contract / Purchase Order No.: _____

Reporting Month

Begin Date: _____

End Date: _____

MINORITY BUSINESS ENTERPRISE (MBE)					
** Include consultants, sub-contractors, travel agents, etc. who provided services to the Contractor.					
** Minority Business Enterprise Name	Address	** MBE Status	State Certified MBE (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTALS				\$ -	
** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - Non-Minority (White) American Woman					
** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - Non-Minority (White) American Woman					

SERVICE-DISABLED VETERAN (DV) BUSINESS ENTERPRISE					
* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.					
* Service-Disabled Veteran Business Enterprise	Address	* DV Status	State Certified DV Business (Yes or No)	Amount paid for the reporting month.	Insert commodities or services provided
				\$ -	
				\$ -	
				\$ -	
				\$ -	
TOTALS				\$ -	
* Certified DV: W - Service-Disabled Veteran Business					
* Non-Certified DV: Y - Service-Disabled Veteran Business					