

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

REQUEST FOR PROPOSAL

FWC 10/11-30

LAW ENFORCEMENT UNIFORMS AND RELATED ITEMS

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FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION REQUEST FOR PROPOSAL (RFP) 10/11-30

LAW ENFORCEMENT UNIFORMS AND RELATED ITEMS

RESPONDENT ACKNOWLEDGMENT FORM

Vendor Name:	
Vendor Mailing Address:	
City, State, Zip:	
Telephone Number:	
Fax Number:	
Email Address:	
Federal Employer Identification Number	er (FEID):
with any corporation, firm, or person su	mitted without prior understanding, agreement, or connection abmitting a response for the same professional services, and is on or fraud. I agree to abide by all conditions of this RFP and acknowledgement for the respondent.
PRINTED NAME	AUTHORIZED SIGNATURE
TITLE	DATE

SUBMIT RFP RESPONSE TO:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION PURCHASING OFFICE, ROOM 364
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA 32399-1600

PHONE: (850) 488-3427

RFP RESPONSES WILL BE OPENED AT 3:00 P.M., EASTERN TIME ON **DECEMBER 15, 2010**

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

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- 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
- (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
- (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) <u>Quantity Discounts.</u> 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
- (e) <u>Equitable Adjustment.</u> 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
- 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
- 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 commission have been established for the type of device offset and furthished, 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
- 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.

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 reprocurement 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 paperbased 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

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

- 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.

PUR1000 (10/06) 60A-1.002, F.A.C

State of Florida PUR 1001 General Instructions to Respondents

- Contents
 1. DEFINITIONS.
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- CONVICTED VENDORS.
 B. DISCRIMINATORY VENDORS.
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- 17. CONTRACT FORMATION. 18. CONTRACT OVERLAP.
- 19. PUBLIC RECORDS.
- 20. PROTESTS.
- 21. Limitation on Vendor Contact with Agency During Solicitation Period
- 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:
- "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.
- "Procurement Officer" means the Buyer's contracting personnel, as (b) identified in the Introductory Materials.
- "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions. (c)
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- "Timeline" means the list of critical dates and actions included in the (e) 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 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

- 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
 - 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, subcontractor, 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
 - 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.ww.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.

PUR 1001 (10/06) 60A-1.002(7), F.A.C

FWC 10/11-30

Purpose

The intent of this RFP is to obtain competitive proposals for the purchase of Law Enforcement Uniforms and Related Items by the Florida Fish and Wildlife Conservation Commission (FWC), per the specifications contained herein.

REQUEST FOR PROPOSAL CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
RFP Advertised	October 28, 2010	Vendor Bid System http://vbs.dms.state.fl.us/vbs/main menu
Deadline for Questions	Must be received PRIOR to: November 4, 2010 @ 5:00 p.m.	See Deadline for Questions Clause
Deadline for Submission of Equivalent Requests and Samples	Must be received PRIOR to: November 18, 2010 @ 5:00 p.m.	See Commission Approved Equivalent Clause
Equivalent Requests Approved	November 24, 2010	See Commission Approved Equivalent Clause
SEALED RESPONSES DUE AND OPENED (make sure RFP Number is clearly marked on envelope)	Must be received PRIOR to: December 15, 2010 @ 3:00 p.m.	Submit to: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 620 S. Meridian St., Room 364 Tallahassee, Florida 32399-1600
Anticipated Posting	December 23, 2010	Vendor Bid System http://vbs.dms.state.fl.us/vbs/main menu

FWC 10/11-30 VENDOR SUBMITTAL CHECKLIST

The following items are required to be submitted to qualify the vendor as a "responsive" vendor to be considered for an award. Failure to submit any of the following documentation may result in a vendor being declared "non-responsive".

Required Copies – One (1) Original and Five (5) Copies of Proposal	
TAB A – Respondent Acknowledgement Form (Completed and signed	d)
TAB B – Experience Form (Completed and signed)	
TAB C – Contractor Qualification Form (Completed and signed)	
TAB D – Financial Statement or Corporate Tax Return for 2009	
TAB E – References Form (Completed and signed)	
TAB F – Specifications and Samples for Equivalent Requests	
TAB G – Emblem Samples	
TAB H – Website Capabilities	
TAB I – Management Reports	
TAB J – Customer Service Representative Services	
TAB K – Price Sheet Form (Completed and signed)	
Addenda Forms, if applicable (Completed and signed)	

FWC 10/11-30

TERM

The contract will be effective for a period of three years from the date of execution of the Direct Order/Written Agreement.

RENEWAL

The Commission has the option to renew this Contract on a yearly basis for a period up to three (3) years after the initial Contract period upon the same terms and conditions contained herein. Pursuant to Sections 287.057(2) and 287.057(3), Florida Statutes, each vendor shall supply a price for each year that a contract may be renewed. Evaluation of bids shall include consideration of the total cost of the contract, including the total cost for each renewal year, as submitted by the vendor.

Exercise of the renewal option is at the Commission's sole discretion and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of this Contract and is subject to the availability of funds. The Contractor if it desires to exercise this renewal option will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission.

TERMS AND CONDITIONS

The following terms conditions take precedence over PUR1001 and PUR1000 forms above where applicable. The Commission 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 signing and 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.

CONDITIONS AND SPECIFICATIONS

The respondent is required to examine carefully the conditions and specifications of this RFP and to be thoroughly informed regarding any and all requirements of the conditions and specifications.

DEADLINE FOR QUESTIONS

Any questions from vendors that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the Calendar of Events (Page 1). Questions may be sent via e-mail, hard copy by mail, or facsimile. It is the responsibility of the respondent to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Bid System internet site at the following address: http://vbs.dms.state.fl.us/vbs/main_menu

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission Tallahassee Purchasing Office Attn: Allegra McMillian, Procurement Manager 620 South Meridian Street, Room 364 Tallahassee, Florida 32399-1600 850-488-3427

LIMITATION ON VENDOR CONTACT 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 manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

PROPOSAL OPENING LOCATION

The public opening of this RFP will be conducted as specified in the Calendar of Events, at the Florida Fish and Wildlife Conservation Commission, **Tallahassee Purchasing Office**, Room 364, 620 South Meridian Street, Tallahassee, Florida, 32399-1600. **PROPOSALS RECEIVED AFTER DATE AND TIME SPECIFIED IN THE CALENDAR OF EVENTS WILL BE REJECTED.**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal documents or the attendance at any related meeting or proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-3427 at least three workdays prior to the opening.

MAILING INSTRUCTIONS

The Vendor shall submit an <u>ORIGINAL</u> and <u>FIVE</u> (5) copies of their proposal to the address listed on page one (1). All proposals must be submitted by proposal due date and time as stated in the Calendar of Events, in a sealed envelope or box marked "Law Enforcement Uniforms and Related Items, RFP NUMBER FWC 10/11-30". The sealed envelope or box shall include the opening date and time, and the Vendor's return address.

MANDATORY RESPONSIVENESS REQUIREMENTS/PROPOSAL SUBMISSION

Proposal submission should be organized as follows:

TAB A. Respondent Acknowledgment Form (Mandatory Form)

In order for a potential proposer's response to be valid, the proposer shall complete and submit the Respondent Acknowledgment form enclosed herein. By affixing your signature to the Respondent Acknowledgment form, the proposer hereby states that the proposer has read all RFP specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the proposer will provide the Commission under these RFP specifications. The Respondent Acknowledgment form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB B. Experience Form (Mandatory Form)

The Proposer shall complete and submit the Experience form, enclosed herein, which should include a chronological list of Proposer's experience, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB C. Contractor Qualification form (Mandatory Form)

The Proposer shall complete and submit the Contractor Qualification form enclosed herein to document that they are competent and have the necessary resources to fulfill the terms and conditions of this RFP. The Contractor Qualification form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB D. Financial Statement or Corporate Tax Return for 2009 (Mandatory Submission)

The Proposer shall be required to have a minimum of \$5,000,000 in annual revenue based on sales for 2009. Proposer shall have been in business for a minimum of 5 years. Each proposer shall provide a document showing the Date of Incorporation as well as a Certified Financial Statement of Corporate Tax Return for 2009 along with their RFP response or the response shall be rejected.

TAB E. References Form (Mandatory Form)

The Proposer shall complete and submit the References form enclosed herein, to provide a minimum of three (3) references for similar projects completed. Current contact names, phone numbers and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with proposal. The References form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB F. Specifications and Samples for Equivalent Requests (Mandatory Submission)

The Proposer shall submit detailed specifications and samples for all requested equivalent items for Pre-Approval by the Commission by the date listed in the Calendar of events. The samples shall be similar to the specifications requested in this RFP. Failure to submit the requested equivalents and samples for Pre-Approval will result in the RFP response being rejected.

TAB G. <u>Emblem Samples</u> (Mandatory Submission)

The Proposer shall submit (3) three different samples from their company's current production of emblems of similar size and complexity as the emblem being requested in this RFP. These samples must be representative of the proposer's highest production standard. Samples will be evaluated to determine compliance with all the characteristics of the requested specifications listed in this RFP. Failure to submit emblem samples for Pre-Approval shall result in the RFP response being rejected.

TAB H. Website Capabilities (Mandatory Submission)

The Proposer shall submit detailed information regarding their website capabilities. The successful proposer shall provide a secure real-time website exclusive to the Commission for secure uniform transactions. The website shall be capable of placing orders individually or in bulk for all items listed within this RFP. The website shall also have an online catalog showing all items, with the Commission logo displayed on various items. The catalog must also contain appropriate descriptions of all the items, sizing charts, sizes available, and prices. The website shall be capable of maintaining and tracking all orders, which includes, by not limited to: tracking shipment, providing real time on hand inventory availability, and providing order status. The cost of the website shall be the responsibility of the successful proposer. Information on the website capabilities shall be submitted as a part of the RFP response or the response shall be rejected.

TAB I. <u>Management Reports</u> (Mandatory Submission)

The Proposer shall submit detailed information regarding their ability to provide the Commission with Management Reports related to the contract. on the that contain statistical information which details items, quantities, and total dollars expended on quarterly basis and annual basis. The management reports shall contain, but not limited to, the following fields: 1) Employee Name, 2) Style Number, 3) Description, 4) Quantity of each item shipped for a specific time period, 5) Date ordered, 6) Date shipped. Information on the management report capabilities shall be submitted as a part of the RFP response or the response shall be rejected.

TAB J. <u>Customer Service Representative Services</u> (Mandatory Submission)

The Proposer shall provide the name, address, and telephone number of at least two customer service representatives assigned to the contract. These representatives shall be available to meet prior to contract commencement and on a quarterly basis, if requested. They shall also management the contract, which includes taking measurements, etc. It is requested that one of these representatives reside within the State of Florida to insure prompt customer service. All costs associated with the customer service representative shall be the responsibility of the successful vendor. These representatives must respond to the Commission's inquiries within one business day.

- TAB K. <u>Price Sheet</u> (Mandatory Form)
- TAB L. Addenda Forms, if applicable (Mandatory Form)

THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.

NOTE: The COMMISSION shall not be responsible for the U.S. Mail or other couriers regarding mail being delivered by the specified date and time so that a proposal may be considered. Proposals received after the opening date and time shall be returned to the vendor. The COMMISSION does not accept faxed or electronically mailed proposals, and if a faxed or electronic mailed proposal is received, it will be automatically rejected as non-responsive.

VENDORS' INQUIRIES

If the RFP specifications could restrict potential Vendor competition, the Vendor may request in writing, to the Commission, that the specifications be changed prior to submission of the RFP. The Commission shall determine what changes to the RFP are acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the changes to this RFP, which shall be posted to the Vendor Bid System, internet site: http://vbs.dms.state.fl.us/vbs/main_menu. Said specifications shall be considered as the Commission's minimum mandatory requirements. Also, the Commission shall recognize only communications from Vendors, which are signed, by the Vendor and in writing as duly authorized expressions on behalf of the Vendor.

FWC PROJECT MANAGER

The FWC employee identified below is designated as Project Manager and shall perform the following on behalf of the FWC:

review, verify, and approve receipt of services/deliverables from the vendor;

- submit requests for change orders/amendments/renewals, if applicable;
- review, verify, and approve invoices from the vendor; and, if applicable, the Certificates of Partial Payment requests, and the Certificate of Contract Completion form
- maintain an official record of all correspondence between the Commission and the vendor and forward the original correspondence to the Tallahassee Procurement Manager for the official file.

The FWC Project Manager is:

Florida Fish & Wildlife Conservation Commission Rob Beaton, Project Manager 620 S. Meridian Street Tallahassee, FL. 32399-1600 850-410-0656 Ext.17108 Rob.Beaton@MyFWC.com

SELECTION AND EVALUATION OF PROPOSALS

A committee composed of at least three (3) representatives of the Commission who have experience and knowledge of the required services and/or commodities required, shall independently evaluate and score each of the proposals. The evaluation shall include the overall response to the RFP and the requirements defined in the RFP evaluation criteria.

Each evaluation committee member's score for each Proposal will be added and averaged to determine the final score for each Proposal. The proposal with the highest score shall be awarded the contract. The award shall be made to the proposer whose proposal is determined from the evaluations and scores of the Evaluation Committee to be the most advantageous to the State.

In cases where Vendors submit proposals that are determined by the Commission's evaluation committee to contain equal or very nearly equal terms, stated herein, the evaluation committee shall have no obligation except to select the proposal which they consider to be in the best interest of the State.

The Commission reserves the right to reject any and/or all proposals which fail to respond to any of the categories listed in the Proposal Format section of this RFP or which fail to meet the other mandatory requirements or contractual requirements stated in this RFP.

The Commission also reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the State. Minor irregularities are defined as those that have no adverse effect on the State's interest and shall not affect the outcome of the selection process by giving any one Vendor an advantage or benefit not enjoyed by other Vendors. The Commission also reserves the right to reject all proposals at any time.

EVALUATION CRITERIA

Up to 100 points shall be awarded based on the categories outlined below.

1. Prior and Related Experience - Total 30 Point Value

Proposer's prior business experience as it relates to this project. Consideration shall be given to both the extent and type of prior experience, qualifications, financial compliance related to annual revenue based on sales for 2009, and references provided by the Proposer.

2. Specification and Sample Compliance - Total 20 Point Value

- 3. Website Capabilities Total 10 Point Value
- 4. Management Reports Total 5 Point Value
- 5. Customer Service Representative Total 5 Point Value
- 6. Price Total 30 Point Value

ECONOMY OF PRESENTATION

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of Vendor's capabilities to satisfy the requirements of this RFP. Elaborate binding, colored displays, and promotional materials are not required; however, examples of services provided may be included as attachments to the proposal. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Vendors follow the format and instructions contained herein. All costs associated with preparing a response to this RFP is the sole responsibility of the respondent.

POSTING OF PROPOSAL TABULATION

Proposal Tabulation, with recommended award, will be posted for review by interested parties on the Vendor Bid System's internet site (http://vbs.dms.state.fl.us/vbs/main_menu) on or about the date indicated in the calendar of events, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or state observed holidays. Any Contractor who desires to protest the recommended award must file a notice of protest with the Purchasing Section, Florida Fish & Wildlife Conservation Commission, 620 S. Meridian Street, Room 364, Tallahassee, Florida 32399-1600, within the time prescribed in Section 120.57(3), Florida Statues.

Failure to file a protest within time prescribed in Section 120.57 (3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, F. S. Either failure to file a notice of protest or failure to file a petition will constitute such waiver.

CONTRACT

This RFP, the successful proposer's response, and the Direct Order/Written Agreement, shall form the contract between the parties. In the event there is any disagreement between the documents, the parties shall refer first to the Request for Proposal then to Vendor's response. The Commission reserves the right to revise the Direct Order/Written Agreement as necessary to meet the requirements of this RFP.

VERBAL INSTRUCTION PROCEDURE

Vendors may not consider any verbal instructions as binding upon the Commission. No negotiations, discussions, or actions shall be initiated or executed by the Vendor as a result of any discussion with any Commission employee. Only those communications from the Commission that are in writing, may be considered as a duly authorized expression on behalf of the Commission.

ADDENDUMS

If the Commission finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the RFP period an addendum shall be posted on the Vendor Bid System internet site: http://vbs.dms.state.fl.us/vbs/main_menu.

LIQUIDATED DAMAGES

If the Contractor fails to complete the work or the conditions of the Purchase Order/Contract and/or Amendments by the completion date, the Commission shall have the right to deduct from any amount due and payable to the Contractor, as liquidated damages, an amount up to \$1.00 per garment, per calendar day for late deliveries. All liquidated damages assessed after the agreed to work completion date will include every day of the week (weekdays and weekends). Exceptions to this may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Project Manager.

LICENSURE

The Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the Commission upon request.

SUBCONTRACTS

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor may, upon receiving prior written consent from the Project Manager, enter into written subcontract(s) for performance of certain functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

TERMINATION FOR DEFAULT

This contract shall terminate immediately upon the Commission giving written notice to the Contractor in the event of fraud, willful misconduct, failure to perform work in an appropriate and timely manner, or breach of this contract. If this contract is terminated because of failure on part of the Contractor to fulfill his/her undertakings under this contract, the Commission may order the contractor to cease all work and assume the work and services and perform them to completion under the contract specifications or otherwise. Upon such order and completion of work by the Commission, the Contractor shall be liable to the Commission for any excess cost occasioned to the Commission thereby.

In such an event, the Contractor will be found in default and removed from the Commission's approved vendor list as per 60A-1.006 of the Florida Administrative Code; it is also possible the company may be removed from the State of Florida's approved vendor list.

TERMINATION FOR CONVENIENCE

The Commission may terminate this Contract at any time with or without cause by a written notice by certified mail, return receipt requested, from the Commission to the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all work and services. If the contract is terminated for the convenience of the Commission, payment to the Contractor will be made promptly at the contract price for that portion of work actually performed and accepted.

Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

FAMILIARITY WITH LAWS

The Vendor is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The vendor shall comply with all laws and rules

applicable to the vendor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Vendor will in no way relieve him from responsibility.

ELIGIBILITY

The Vendor shall be licensed as necessary to perform under this contract as may be required by law, rule, or regulation; and shall provide evidence of such compliance to the Commission upon request.

By acceptance of this contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor, and that the Contractor shall comport with Chapter 287, F.S., and all other applicable rules and laws.

Unless otherwise provided herein, the Commission will not reimburse the Contractor for any non-expendable equipment or personal property for use by the Contractor to perform services under this Contract.

RELATIONSHIP OF THE PARTIES

The parties agree that there is no conflict of interest or any other prohibited relationship between the Vendor/Contractor and the Commission.

PROHIBITION OF UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any Vendor/Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor/Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Vendor/Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

NON-DISCRIMINATION

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases or real property to a public entity, may not award or perform work as a Vendor/Contractor, supplier, Subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

PUBLIC ENTITY CRIMES

In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, Vendor/Contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract may be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), F.S. The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E. 12425 28th Street North St. Petersburg, Florida 33716 Phone (727) 572-1987

COMMITMENT OF FUNDS

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

CERTIFICATE OF PARTIAL PAYMENT

The Vendor will be required to complete a Certificate of Partial Payment form to receive partial payments if such provision is included in the contract or purchaser order. This form must be submitted to the Project Manager with each invoice requesting partial payment. The Project Manager shall supply copies of these forms to the Vendor upon request. A minimum of ten percent (10%) of the total project cost shall be held back for final payment. Final payment will only be made once the Commission Project Manager has agreed to project completeness.

CERTIFICATE OF CONTRACT COMPLETION

The Project Manager shall conduct a final inspection of the work to determine if completion has occurred. Upon satisfactory completion of the work, the Contractor shall send the Project Manager a notarized Certificate of Contract Completion (Attachment A) and the contract shall be deemed completed upon the issuance date of such Certificate.

PAYMENT OF FUNDS

The Commission shall pay the Vendor for satisfactory service upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Contract Manager. Each invoice shall include the Commission Contract Number and the Vendor's Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. The Commission shall not provide advance payment. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted to the Accounting Office.

PROMPT PAYMENT CLAUSE

Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless RFP specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at 850/488-3323 or Purchasing Office at 850/488-3427. Payments to health care providers for hospitals, medical or other health care services, shall be made not

more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

PRICE REDETERMINATION – FUEL

If the retail price of fuel increases by ten percent (10%) or more from the price of fuel as published by the Oil Price Information Service (OPIS) http://www.opisnet.com for fuel, on the beginning date of the contract, the contractor may petition the Agency Purchasing Director for an increase in the contract price (s). Any increase in the contract price(s) will be the pro-rata cost of fuel to the contractor's total cost of the product or service. If the retail price of fuel decreases by ten percent (10%) or more from the price of fuel as published by the OPIS for fuel from the beginning date of the contract, the Commission may negotiate a decrease in the contract price.

[Example: If the cost of fuel increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by one-point-two percent (1.2%).]

The contractor shall provide a complete written cost analysis for each contract price to be adjusted. This analysis shall include all costs including administrative, overhead, material(s), labor [labor units per price and actual documented labor cost per hour], fuel, insurance, profit and any other cost associated with providing each product or service. Failure to provide the detailed cost analysis with each request for a price redetermination due to fuel price escalation shall preclude any such price redetermination. The contractor shall be solely responsible for providing documentation on the OPIS prices.

If the Director grants an increase in the contract price based upon increases in fuel prices, then the director may negotiate the contract price downward if the cost of fuel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

VENDOR REGISTRATION

Each vendor desiring to do business with the State through the on-line procurement system is prequalified to do so, and shall register, unless exempted, in the MyFloridaMarketPlace system. Respondent agrees to self-register for MyFloridaMarketPlace. For more information and to register please go to https://vendor.myfloridamarketplace.com and navigate to the Online Vendor Registration section under Vendors.

The address the company has registered under has to be the address listed on the response, and has to be the address entered on the Respondent Acknowledgment form in order for the response to be valid. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website above. Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-FLA-EPRO, (866-352-3776) or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

VENDOR TRANSACTION FEES

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida

Statutes (2002), all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

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

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any items(s) if such items(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor'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 vendor in default and recovering re-procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

As provided in Chapter 60A-1.047, F.A.C., and Section 287.042(16)(a) F.S., other State of Florida agencies may purchase from the resulting contract of this RFP, provided that the Department of Management Services has determined the contract's use is cost effective and in the best interest of the State, and with the Vendor's consent.

Other State of Florida governmental entities and eligible users may also request of the Vendor to be able to use this contract. If the Vendor agrees to other entities to utilize this RFP contract, such agencies shall coordinate their use of this contract with the Florida Fish and Wildlife Conservation Commission in order to reduce scheduling conflicts.

PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS

All records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

PUBLIC RECORDS

The Commission reserves the right to unilaterally cancel this contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 F.S., and made or received by the Contractor in conjunction with this contract.

RECORD KEEPING REQUIREMENTS

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract, in accordance with generally accepted accounting principals. The Contractor shall allow the Commission, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this contract. In the event any work is subcontracted,

the Contractor shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

OWNERSHIP OF DOCUMENTS/DATA/REPORTS/RESEARCH/SURVEYS ETC.

The Contractor hereby agrees that all documents (data, reports, research, surveys, etc.) in hard copy or electronic that are collected or used for this project are the sole property of the Commission. The Contractor also hereby agrees to unconditionally transfer and assign to the Commission all copyright claims, trade secrets or other proprietary rights with respect to such documents. Upon request by the Commission at any time during and for 5 years after the expiration of this agreement, Contractor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

RIGHTS IN PROPERTY, COPYRIGHTS, AND INVENTIONS

The Commission reserves the right to determine the disposition of its title and rights to any inventions and/or processes that may result from any experimental or developmental research performed under this Contract. If Federal funding is involved in support of this Contract, the Federal Government may reserve ultimate jurisdiction over title and right privileges.

Regardless of title or ownership of the products and materials developed under this Contract, the Commission and the State of Florida shall reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for non-competing governmental purposes. If Federal funding is involved in support of this Contract, the Federal Government shall also reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for governmental purposes.

Should the Contractor cease providing services hereunder to FWC, as a result of termination, expiration or in any other manner, FWC shall retain an unlimited license in all video, world wide web (WWW) sites, and printed materials created as a result of this Project whatsoever for further research, educational purposes, for publication, to provide access required by Florida's public records law or any other purpose related to FWC's duties under law.

SEVERABILITY AND CHOICE OF VENUE

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

JURY TRIAL WAIVER

As consideration of this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract.

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a response, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such response, have complied with the applicable provisions of Chapter 620, Florida Statutes. For further

information on required filing and forms, please go to the following sites: http://www.sunbiz.org/index.html or http://www.dos.state.fl.us/.

FLORIDA EMERGENCY SUPPLIER NETWORK

Suppliers of products and services needed by government during hurricanes and other emergencies are invited to join a Florida Emergency Supplier Network. Suppliers will identify emergency products and services available, emergency contact information, plans to maintain their operations and supply chain in emergency circumstances, and pricing arrangements.

This information will be organized and furnished to buyers at State and County Emergency Operations Centers, and suppliers will be recognized with a certificate identifying their business as a member of the Florida Emergency Supplier Network. Please go to the following website to obtain a FESN application and contract:

http://dms.myflorida.com/dms/purchasing/florida_emergency_network/florida_emergency_supplier_network fesn

RELATIONSHIP OF THE PARTIES

The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.

The parties agree that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

FWC 10/11-30 GENERAL SPECIFICATIONS

SPECIAL CONDITIONS

The intent of this RFP is to obtain competitive proposals for the purchase of Law Enforcement Uniforms and Related Items by the Florida Fish and Wildlife Conservation Commission (FWC), per the specifications contained herein.

ESTIMATED QUANTITIES

The successful vendor will furnish uniforms as needed with no minimum quantities as ordered during the term of the contract. The Commission spends approximately \$250,000 annually for items listed under this RFP. This figure is an estimate and is not to be considered as a firm commitment to any specific volume of purchases.

MINIMUM ORDER

There shall not be a minimum order requirement throughout the term of the contract.

SHIPPING COST

The cost for shipping shall be included in the price per item.

DELIVERY

Delivery shall be F.O.B. various destinations throughout Florida. Delivery of all items listed on each purchase order shall be within 20 calendar days after receipt of the purchase order. Special Orders shall be delivered within 90 days. This requirement will take effect 120 days after award of the contract. For purposes of compliance with this requirement, orders placed prior to March 1, 2011, will be considered placed on March 1, 2011. Four (4) postal service workdays will be added to any order date to establish a receipt date. Any item(s) shipped but not accepted because of non-compliance with these specifications, must be replaced within five (5) calendar days after notification by the requestor named on the purchase order. At the time of delivery, uniform items will be subjected to examination and inspection by the requestor before final acceptance. Any costs associated with items received that do not comply with these specifications shall be borne by the successful bidder.

INVENTORY

The successful bidder shall be required to carry a minimum of 4 months inventory in standard sizes of items specific to the Commission. The vendor shall be required on an ongoing basis to communicate with the Commission and adjust these inventories based on the Commission's usage.

The successful bidder shall also provide a fit line of the dress uniform to be held at an estimated eighteen (18) of the FWC Law Enforcement Offices throughout the state at no additional cost to the Commission. Fit line must be true to size for final production products and shall not be the same color as the Commission uniform. Fit line shall consist of men's dress pants in the sizes 28 - 52, even sizes only; Women's dress pants in sizes 0 - 26; Men's short sleeve dress shirt in sizes 15 - 19, whole sizes only; Women's short sleeve dress shirts in sizes 26 - 48; and Men's Long sleeve dress shirts in whole sizes 15 - 20 with sleeve lengths appropriate for the neck size.

MEASUREMENTS

The successful bidder shall ensure a proper fit for all employees. Upon request by the Commission, the successful bidder shall measure/fit employees at no additional cost to the Commission, to obtain a proper fit for any employee experiencing problems with measuring and proper fit of the uniform items. Measurements shall be performed within twenty (20) calendar days of request. All costs associated with these measurements and proper fittings shall be the responsibility of the vendor. The vendor will be required to provide fitter lines of various products to be kept at specified FWC locations. These fitter lines shall be provided at the vendor's expense.

SPECIAL ORDERS

The vendor must indicate on the Price Sheet in the space provided the percentage of increase from the bid prices for all special order sizes. There shall be no other extra charge for special orders other than this percentage of increase. Special Orders are those items that are outside of the listed size scale or altered or manufactured to fit a special need. Items that are deemed "Special" shall be delivered within 90 days.

COMMISSION APPROVED EQUIVALENTS AND SAMPLES

If the Proposer is bidding an item other than the manufacture and model number specified within this RFP, then the proposer shall obtain pre-approval from the Commission for all requested equivalent items. The Proposer shall submit the complete specifications and samples of all requested equivalent items for pre-approval to the Procurement Manager, Allegra McMillian, by the date and time stated in the Calendar of Events.

The complete specifications shall include the item, fabric, color, and manufacture. These samples shall be sent in a package clearly labeled "Samples" with the RFP title and number on the outside of the package. These samples shall be provided at no charge to the Commission and shall be used for determining the vendor's ability to meet specifications. Additionally, all bidders may be required to provide samples of any product upon request. This may include simply fabric samples, or completed garments. All requested samples shall be retained by the Commission. Some items may require more than one sample. The proposer must indicate on the Price Sheet the requested equivalent items that have been pre-approved. Failure to obtain pre-approval for any requested equivalent items and/or deviations from the specifications listed in this RFP shall result in the proposers RFP response being rejected.

LABELING

All garments must have a care label permanently affixed giving the care instructions and must show the lot number, size, fiber content and WPL number of the garment. The labels for permanent press or fine washables shall reflect specific washing and care instructions.

EMBLEMS, LOGO'S, EMBELISHMENTS

All prices shall include the attachment of necessary logo's, emblems, and embellishments. Emblems shall be provided by the successful vendor. The cost to sew them on shall be the sole responsibility of the successful vendor. Shirts and Jackets shall include the Commission's Emblem on each sleeve. Some items will require additional specific embellishments as outlined in each item specification. A preproduction sample of each emblem and/or embellishment shall be required.

FABRIC

All fabric shall meet standard shrinkage allowance of approximately 2%, be colorfast, and be free from defect. The fabric used shall include a fashion clean finish, soil release that combines with color bright

retention, have moisture absorbency and provide maximum comfort. Successful vendor shall provide one quarter yard of the specified fabric prior to manufacturing for testing purposes. Test will consist of color-fastness, picks and ends tensile strength. The successful vendor shall also provide a written agreement between the vendor and the fabric's manufacturer committing to timely deliveries and consistent availability of fabric.

WARRANTY

All material shall be new, of current manufacture and shall carry the standard warranties prescribed for each specified fabric. Successful bidder shall submit to the Commission, if requested, new fabrics to test as they come on the market. New fabric for each item shall be negotiated and agreed upon in writing.

Workmanship and products shall be in accordance with standard practices of the trade. Seams tearing at the seam line, gathering of fabric or puckering of garments after wear or use shall not be acceptable. Garments must be fully warranted against defects for a minimum of 90 days. Other specific product warranties as outlined in item specifications must be adhered to.

ADDITIONAL RELATED ITEMS

The Commission reserves the right to order other related items from the online catalog website during the period of this contract. Each bidder shall provide a percentage discount to the Commission for other items offered from the online catalog website. These items may be related to Law Enforcement training programs, and other special events as requested to fulfill specific needs.

ADDITIONS / DELETIONS

The Commission reserves the right to delete discontinued items from contract awarded in accordance with this RFP for any reason deemed necessary by the Commission. Additional or replacement garments and/ or related items may be added by mutual consent, with specifications and prices agreed upon by the parties. Fabric, material, design, or construction changes to garments and/or related items may be made by mutual consent, with specifications and prices agreed upon by the parties.

FWC10/11-30 SECTION 1 SWORN UNIFORM SPECIFICATIONS

SERVICE BARS SPECIFICATIONS

MATERIAL: Shall be first quality (cannot be purchased mill seconds), 65% polyester and 35% rayon,

permanent press goods, cured and pre-shrunk (resin impregnated and oven cured).

EMBROIDERING: To insure uniformity throughout production, the emblems shall be machine embroidered on

Happy-type or similar approved equivalent embroidery machine with automates. The thread shall be rayon yarn, finest quality, regenerated cellulose-type 150/2 denier for large elements and all lettering. Stitch scale shall be sufficient density so as to preclude "bleeding" through the background materials color and uneven mating (register) of color elements in the emblem geometry. There shall be sufficient underlay stitching to give a full three-dimensional appearance to the design. Double thread will not be permitted in any part of this emblem.

Single thread stitching shall be used throughout.

MERROW EDGE: The merrow edge shall consist of seven separate threads: five denier nylon threads for the

top of the edge and two denier cotton threads for the underneath or backside of the emblem.

Edge density must be 22 threads per inch.

The merrow edge shall be overrun a minimum of 3/8" and the end threads must not be pasted down, taped, knotted, tied, cut off, tucked under, or chained off without first being pulled

through the entire length of the overrun.

Open-weave buckram must be used on the loom to give stability to the base material.

FINISHING: The finishing goods must be with a plain laminate backing.

WORKMANSHIP: The finished emblem shall show a clear-cut execution and shall be clean, neatly made with

full tension on all threads. It must be capable of lying completely flat on a smooth surface. Threads cannot buckle or show underlay when the emblem is bent. There must be no

distortion of the exterior shape of the emblem.

EMBLEM DETAILS: Colors shall match dress uniform pant and dress uniform shirt colors. There are a total of 3

different colors of thread on the emblem as follows:

1. Green: Merrow

2. Silver Tan: Bars

3. Green: Inner field fill-in

FWC10/11-30 SECTION 1 SWORN UNIFORM SPECIFICATIONS

SHOULDER EMBLEM SPECIFICATIONS

MATERIAL: Shall be first quality (cannot be purchased mill seconds), 65% polyester and 35% rayon,

permanent press goods, cured and pre-shrunk (resin impregnated and oven cured).

EMBROIDERING: To insure uniformity throughout production, the emblems shall be machine embroidered on

Happy-type or similar approved equivalent embroidery machine with automates. The thread shall be rayon yarn, finest quality, regenerated cellulose-type 150/2 denier for large elements and all lettering. Stitch scale shall be sufficient density so as to preclude "bleeding" through the background materials color and uneven mating (register) of color elements in the emblem geometry. There shall be sufficient underlay stitching to give a full three-dimensional appearance to the design. Double thread will not be permitted in any part of this emblem.

Single thread stitching shall be used throughout.

MERROW EDGE: The merrow edge shall consist of seven separate threads: five denier nylon threads for the

top of the edge and two denier cotton threads for the underneath or backside of the emblem.

Edge density must be 22 threads per inch.

The merrow edge shall be overrun a minimum of 3/8" and the end threads must not be pasted down, taped, knotted, tied, cut off, tucked under, or chained off without first being pulled

through the entire length of the overrun.

Open-weave buckram must be used on the loom to give stability to the base material.

FINISHING: The finishing goods must be the plain laminate backing products.

WORKMANSHIP: The finished emblem shall show a clear-cut execution and shall be clean, neatly made with

full tension on all threads. It must be capable of lying completely flat on a smooth surface. Threads cannot buckle or show underlay when the emblem is bent. There must be no

distortion of the exterior shape of the emblem.

EMBLEM DETAILS: There are a total of nine different colors of thread on the emblem as follows:

1. Green: Merrow

2. Light Green: Fish body

3. Gold: Stars

4. Gray: Deer body

5. Light Gray: State map fill-in

6. Light Tan: All lettering, inner field fill-in, and fish belly

7. Medium Gray: State edge border

8. White: Deer and bird body

9. Black: Deer, bird, fish details, and letters background fill-in

SAMPLES:

The Proposer must submit (3) THREE <u>DIFFERENT</u> samples from their company's current production of emblems of similar size and complexity as the emblem being requested in this RFP. These samples MUST be representative of the proposer's highest production standard. Samples will be evaluated to determine compliance with all the characteristics when orders are received.

PRE-PRODUCTION SAMPLE:

A pre-production sample shall be required from the successful vendor. Production shall not start without written approval of this sample from the Commission.

FWC10/11-30 SECTION 1 SWORN UNIFORM SPECIFICATIONS

RANK INSIGNIA SPECIFICATIONS

MATERIAL: Shall be first quality (cannot be purchased mill seconds), 65% polyester and 35% rayon,

permanent press goods, cured and pre-shrunk (resin impregnated and oven cured).

EMBROIDERING: To insure uniformity throughout production, the emblems shall be machine embroidered on

Happy-type or similar approved equivalent embroidery machine with automates. The thread shall be rayon yarn, finest quality, regenerated cellulose-type 150/2 denier for large elements and all lettering. Stitch scale shall be sufficient density so as to preclude "bleeding" through the background materials color and uneven mating (register) of color elements in the emblem geometry. There shall be sufficient underlay stitching to give a full three-dimensional appearance to the design. Double thread will not be permitted in any part of this emblem.

Single thread stitching shall be used throughout.

MERROW EDGE: The merrow edge shall consist of seven separate threads: five denier nylon threads for the

top of the edge and two denier cotton threads for the underneath or backside of the emblem.

Edge density must be 22 threads per inch.

The merrow edge shall be overrun a minimum of 3/8" and the end threads must not be pasted down, taped, knotted, tied, cut off, tucked under, or chained off without first being pulled

through the entire length of the overrun.

Open-weave buckram must be used on the loom to give stability to the base material.

FINISHING: The finishing goods must be with a plain laminate backing.

WORKMANSHIP: The finished emblem shall show a clear-cut execution and shall be clean, neatly made with

full tension on all threads. It must be capable of lying completely flat on a smooth surface. Threads cannot buckle or show underlay when the emblem is bent. There must be no

distortion of the exterior shape of the emblem.

EMBLEM DETAILS: Material color shall match the green of the epaulets on the 5.11 uniform shirts. Each rank

insignia shall be sewn onto a material patch 1& ¼ inch by 1 & ¼ inch. There are a total of 2

different colors of thread on the rank insignias as follows:

1. Gold: Single Lieutenant bar, Double Captain's bars, Major Cluster, Colonel Bird

2. Silver: Lieutenant Colonel Cluster

FWC10/11-30 SECTION 1 SWORN UNIFORM SPECIFICATIONS

ITEM 1 - MEN'S UNFORM TROUSER

MODEL: SPIEWAK

COLOR: Forest Green

FABRIC: 75% Polyester/25% Wool. Shall be approximately 11 ½ -12 ounces per linear yard. Weave to

be Gabardine.

STYLE: The pant shall have a plain front with quarter top front pockets, 1" wide belt loops, two back

pockets for a clean professional appearance. The pant cuff shall be of open construction to

allow for custom finishing and shall have a 37 ½" inch inseam (unfinished).

POCKETS: The front pocket opening shall be a minimum 6½" long and be 6" deep from the bottom of the

pocket opening. The inside front pocket facing shall be a separate piece of self-material finishing no less than 1" wide. There shall be a hidden vault pocket in the right hand front pocket secured with a #3 YKK invisible zipper. The back pockets will have a minimum opening of $5\frac{1}{2}$ " and be $7\frac{1}{2}$ " deep. Each back pocket shall have a $1\frac{1}{4}$ " loop closure tab with a bar tack located 3/8" from point of attachment to secure the buttonhole. The loop tab shall attach to a ligne 20, durable button. Each pocket corner shall have a 3/8" triangle bar tack for

reinforcement.

BUTTONS: All buttons shall be 100% Polyester and shall pass ASTM 5171-1191.84 kg mass dropped

from a height of 67mm.

POCKETING: All pocketing shall be heavy-duty black 150-denier 70% Polyester/30% Cotton tuxedo

pocketing with a minimum thread count of 82 x 64. The waistband and inside seam binding

shall be made with pocketing material cut on the bias.

WAISTBAND: The waistband shall be designed to allow for 4" of mechanical expansion though two unique

double waistband panels with 1½" elastic built in. **(Expand on Demand® waistband)** The front waistband shall be held with hidden 6" X 1½" elastic attached to a tapered tab of selfmaterial. The inside waistband shall be held with 7" X 1½" elastic sewn to the waistband inside fold back to a separate enclosed channel which is joined to the front waistband channel at the top of the front pocket opening. The elastic shall remain concealed even when the waistband is stretched to its maximum length. The curtain, shall be made of the heavy duty tuxedo pocketing material listed above, bias-cut, and shall have a continuous parallel 7/16" wide silicone band designed to work with the corresponding shirt for maximum shirt retention. The finished waistband shall be 2 1/8" wide and shall be closed with two crush-proof riveted oxidized metal hook and eyes. The finished waistband shall be set on and shall

be stitched below the lower edge through the outer fabric and the waistband curtain.

INNER FLY/ CROTCH:

The right fly and front crotch linings shall be the same fabric and color as the waistband curtain. There shall be a TC #8000 interlining sewn between the fly and the fly lining to give additional stability and strength to the fly. The right fly lining shall be sewn to the left fly below the zipper and continue centered on the join seam across the inseam and end 1" onto the back seam. A separate French fly made of the outer fabric with a lining of reinforced pocketing shall be sewn to the inside right fly. The fly attachment button shall be a ligne 20,

100% polyester durable button. The button shall pass ASTM 5171-1191, using a .84 kg mass dropped from 67 mm.

There shall be a diamond shaped reinforced crotch gusset measuring 9" wide X 4 ¾" sewn with a five needle safety stitch to prevent crotch seam failure.

ZIPPER:

The trousers shall be closed with a #4 YKK antique brass memory lock zipper and have a brass bottom stop at the base of the zipper chain. A straight bar tack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. The bar tack shall be sewn through the zipper tape; the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bar tack located at level of the bottom zipper stop on the inside of the trouser.

BELT LOOPS:

There should be a minimum of 5 lined belt loops on waist sizes 28, 29, 30, and a minimum of 7 lined loops on all sizes over 30. Each loop must be 1" wide of double thickness, with stitching on the face side \%" from each edge. Except for the center back loop, which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap.

CREASING:

The front and back crease in the trouser legs shall incorporate a permanent resin bonded silicone crease produced by the CreasetTM System. The crease shall be properly cured to insure that the crease is permanent so that no amount of home laundering shall remove the crease.

SEAMING:

The entire trouser shall be seamed with Polyester core or 100% Polyester spun thread. If necessary, use steam iron, low setting.

LABELS:

The trouser shall have a sewn-in label giving care instructions and an outside waistband label which shall be marked with lot number, size, fiber content, and cut number. A permanent size label shall be sewn inside on the hip pocket.

CARE

INSTRUCTIONS:

Do not commercially launder. Machine wash in warm water. Wash dark colors separately and rinse thoroughly. To maintain the Nano-technology performance, do not dry clean and do not use liquid fabric softener in the wash or sheet fabric softeners in the dryer. Do not bleach. Tumble-dry completely at low heat and remove promptly.

STRIPE:

A stripe, 1" wide, shall be sewn into the outseam of each garment leg. Garment color for the stripe shall be Silver Tan.

SIZES:

Shall be 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38 even to 60 in open unfinished lengths to be hemmed to individual request.

SAMPLING, INSPECTION, TEST:

A pre-production sample of each item must be submitted by the successful vendor. Manufacturing shall not begin until pre-production sample is evaluated and approved by the Commission.

FWC10/11-30 SECTION 1 SWORN UNIFORM SPECIFICATIONS

ITEM 2 - LADIES UNIFORM PANT

MODEL: SPIEWAK

COLOR: Forest Green

FABRIC: 75% Dacron Polyester and 25% Wool blend. Gabardine weave. Approximately 11 1/2 - 12

ounces per linear yard.

STYLE: The pant shall have a plain front with quarter top front pockets, 1" wide belt loops, two back

pockets for a clean and professional appearance. The pant cuff shall be of open construction to allow for custom finishing and shall have a 35-inch inseam (unfinished). Female pattern

shall be current to Commission's standards.

POCKETS: The front pocket opening shall be a minimum 6½" long and be 6" deep from the bottom of the

pocket opening. The inside front pocket facing shall be a separate piece of self-material finishing no less than 1" wide. There shall be a hidden vault pocket in the right hand front pocket secured with a #3 YKK invisible zipper. The back pockets shall have a minimum opening of 5½" and be 7 1/2" deep. Each back pocket must have a 1 1/4" loop closure tab with a bar tack located 3/8" from point of attachment to secure the buttonhole. The loop tab shall attach to a ligne 20, durable button. Each pocket corner shall have a 3/8" triangle bar tack for

reinforcement.

BUTTONS: All buttons shall be 100% Polyester and shall pass ASTM 5171-1191.84 kg mass dropped

from a height of 67mm.

POCKETING: All pocketing shall be heavy-duty black 150 denier 70% polyester / 30% cotton tuxedo

pocketing with a minimum thread count of 82 x 64. The waistband and inside seam binding

shall be made with pocketing material cut on the bias.

WAISTBAND: The waistband shall be designed to allow for approximately 4" of mechanical expansion

though two unique double waistband panels with built in elastic 1 ¼" wide. (Expand On Demand Waistband®). The outer front waistband shall be held with hidden 6" x 1 ¼" elastic attached to a tapered tab of self material. The inside waistband shall be held with 7" x 1 ¼" elastic sewn inside and folded back into a separate enclosed channel joined to the front waistband channel at the top of the front pocket opening. The elastic shall remain concealed even when the waistband is stretched to maximum potential. The curtain shall be made of heavy duty tuxedo pocketing material, bias-cut, and shall have a continuous parallel of 7/16" rectangular piece of silicone designed to work with the corresponding SPDU shirts for shirt retention (SRS® shirt retention system). The finished waistband shall be 2 1/8" wide and shall be closed with two crush-proof riveted oxidized metal hook and eyes. The finished waistband shall be set on and shall be stitched below the lower edge through the outer fabric

and the waistband curtain.

INNER FLY/ CROTCH:

The right fly and front crotch linings shall be the same fabric and color as the waistband curtain. There shall be a TC #8000 interlining sewn between the fly and the fly lining to give additional stability and strength to the fly. The right fly lining shall be sewn to the left fly

below the zipper and continue centered on the join seam across the inseam and end 1" onto the back seam. A separate French fly made of the outer fabric with a lining of reinforced pocketing shall be sewn to the inside right fly. The fly attachment button shall be a ligne 20, 100% polyester durable button. The button shall pass ASTM 5171-1191, using a .84 kg mass dropped from 67 mm.

ZIPPER:

The trousers shall close with a #4 YKK antique brass memory lock zipper and have a brass bottom stop at the base of the zipper chain. A straight bar tack shall be sewn through from the outside of the garment to the inside at the bottom of the fly. The bar tack shall be sewn through the zipper tape; the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bar tack located at level of the bottom zipper stop on the inside of the trouser.

BELT LOOPS:

Each loop is to be 1" wide of double thickness, with stitching on the face side %" from each edge. Except for the center back loop, which shall be tacked on, all loops shall be sewn into the bottom of the waistband and into the rocap.

CREASING:

The front and back crease in the trouser legs shall incorporate permanent resin bonded silicone crease produced by CreasetTM. The crease shall be properly cured to insure that it remains permanent and no amount of home laundering shall remove the crease.

SEAMING:

The entire trouser shall be seamed with Polyester core or 100% Polyester spun thread.

LABELS:

The trouser shall have a sewn-in label giving care instructions and an outside waistband label which shall be marked with lot number, size, fiber content, and cut number. A permanent size label shall be sewn inside on the hip pocket.

CARE

INSTRUCTIONS:

Do not commercially launder. Machine Wash in warm water. Wash dark colors separately and rinse thoroughly. To maintain the Nano-technology performance, do not dry clean and do not use liquid fabric softener in the wash or sheet fabric softeners in the dryer. Do not bleach. Tumble-dry completely at low heat and remove promptly. If necessary, use steam iron, low setting.

STRIPE:

A stripe, 1 inch wide shall be sewn into the outseam of the garment, Fabric shall be Silver Tan.

SIZES:

Shall be finished 6 through 24 American Ladies Standard to be hemmed to individual requests.

SAMPLING, INSPECTION, TEST:

A pre-production sample of each item shall be submitted by the successful vendor. Manufacturing shall not begin until pre-production sample is evaluated and approved by the Commission.

FWC10/11-30 SECTION 1 SWORN UNIFORM SPECIFICATIONS

ITEM 3 - UNIFORM SHIRTS - LONG SLEEVE (MALE)

MODEL: SPIEWAK

COLOR: Silver Tan

MATERIAL: Shall be 75% Dacron Polyester 25% Worsted Wool; approx. 9 to 9-1/2 oz. per linear yard.

Tropical Two-Ply warp and filling. Fabric Code 3906-193 or Commission approved

equivalent.

STYLE: Long sleeve permanent press police shirt with concealed zipper front, banded collar, and

tapered form fit. Stitched-in military creases required. Shall include Reece eyelets underarm

for ventilation and comfort.

TAILORING: This garment shall be constructed according to the principle set forth in the specifications.

All stitches must be of proper tension and size. Side seams, sleeve seams, and sleeve setting

seams shall be double needle stitched.

SHOULDER

STRAPS: Shoulder Straps shall be 2" wide at sleeve head and tapered down to 1-3/4" at ends. Shoulder

straps must be Forest Green in color. Ends must be pointed and secured by a 24 ligne, first quality State of Florida metal button on toggle through a well-bound eyelet hole; a protection flap shall be provided to protect the wearer from the toggle. The straps shall be cross stitched with x-stitch to a distance of 2-1/4" from sleeve head seam. There shall be a hidden ligne 16 button attached 1 3/8" from the epaulet attachment button on each side under each epaulet to attach a unique microphone sling included with each shirt to insure that the radio microphone is in the proper place to be deployed (see Attachment A). Epaulets shall be lined

with crease "n" tack or equivalent.

LINING: Collar and flap linings shall be 100% satin polyester, and to match shirt as closeness of

match is considered essential.

BADGE REIN-

FORCEMENTS: It shall be a separate strip of shirt material, 1-1/2" wide with no raw edges, placed on inside

of shirt directly above center of left flap. The top of this strip shall be sewn into the shoulder seam, and the bottom shall be secured by the flap setting seam. It shall have two open

eyelets, spaced 1-1/4" apart on vertical plane and 1-1/4" above top of flap.

NAMEPLATE REIN-

FORCEMENTS: It shall be separate strip of shirt material placed on inside of shirt directly about center of

right flap. It shall have open eyelets spaced 1-9/16" apart on horizontal plane and 3/8" above

top of the flap.

POCKETS: There shall be two pockets; 5-5/8" deep with center box pleat 1-1/2" wide stitched down to

prevent spreading. These shall be die cut and die creased to give uniform shape and size. Each pocket is to have permanent creases. The lower corners shall be mitered. Each pocket shall be hem stitched ½" from top and double stitched on edge. Each pocket shall have well-

bound eyelet hole to match buttonhole on flaps. There shall be a pencil stitch in the right side of the left pocket flaps.

FLAPS:

Each pocket shall have a scalloped flap, 5-7/8" wide and 2-3/4" in depth at center point and 2-1/4" at sides. The left flap shall have a pencil opening of 1-3/8". Flaps must be prepped for securing by a metal button and toggle, the side points of the flaps are to be secured to the pockets by means of hook and loop fasteners, male and female, sewn on the flaps and pockets. Size of hook and loop fasteners shall be 3/8" x 1" and to be complimentary tan in color. Pocket flaps shall be lined with #550 stabilized mello-press interlining to give flaps body and long wearing affect.

FRONTS:

The left front shall have a top center 1-1/2" wide with four rows of stitches, the outer row 1/16" in from edge and the inner row 3/8" from edge. The left front shall have 7 buttonholes spaced 3-1/2" apart, center to center, and to be set in 3/4" from edge. The button front shall contain 7 buttons, securely attached, and correspond to the buttonholes on the center front. The zipper shall be sandwiched and shall extend from the second to the sixth buttonhole with the stitch to be concealed under the center strip. Front to have seven buttons and buttonholes.

ZIPPER:

Shall be Talon nylon separating zipper with nylon coil, matching binder seam, coordinated color for all components.

SLEEVES:

Shall be one piece, no bias, of one pieces shaped at head, jacket type. The cuffs are to be 2-5/8" in width with rounded corners and to fasten with 2 buttons. Sleeves are to be tapered in proportion to finished measurements. Sleeve vent 5-1/2" long with top and bottom facings. The top facing shall measure 1-1/8" wide point blocked at top. The under facing shall measure $\frac{1}{2}$ " wide. A continuous strip facing will be unacceptable.

EMBLEMS:

The shoulder emblems shall be sewn on both sleeves 1/4" below shoulder seam. Emblems shall be furnished by the successful bidder, and shall be included in the price of the shirt. Service bars will be provided and sewn on each shirt by the vendor as requested with no charge to the Commission.

CREASES:

There shall be one (1) crease on each front and three (3) creases on back. Creases shall be stitched for permanent front and back creases ensuring clean, sharp, straight creases.

COLLAR:

Shall be a pressed stand-up collar. Collar and band shall be die cut and die creased to insure uniformity. The points, widespread, shall be approximately 3" in length. When the collar is buttoned, there shall be a tie space of 1/4". Permanent collar stays of proper length shall be sewn inside collar.

COLLAR STAYS:

The collar stays shall be of good quality Stellar Vinyl, 2-1/2" in length and 3/8" wide.

BUTTONS:

All buttons except shoulder strap and pocket buttons shall be finest government specification Melamine and shall match the shirt fabric. Shirts shall have seven (7) buttons on front.

LABEL:

Woven label shall be sewn into collar seam on inside of shirt. This label shall contain the following: Manufacturer, Size (collar and sleeve length), Garment Care and Type of Fabric. If size will not fit on this label, additional small cloth tab with collar size on it shall be sewn in seam next to larger label. Label shall be fade and wash resistant.

PRESSING AND PACKING:

All shirts shall be pressed in conformity with good trade practice. Shirts shall be folded and pinned over heavy shirt board inside body with extension into standing collar. Two cardboard collar strips shall be placed in each side, one inside the collar and the other outside.

SIZES:

	14/14 ½	15	15 ½	16	16 ½	17	17 ½	18/18 ½	19/19 ½	20
0/31	X	X	X							
32/33	X	X	X	X	X	X	X	X	X	
34/35			X	X	X	X	X	X	X	X
36/37					X		X	X	X	X

PACKAGING: Unless otherwise specified, commercial packages will be acceptable under this specification.

SAMPLING, INSPECTION AND TEST

A sample of each item shall be submitted for pre-approval if bidding items other than manufacturer and style listed. Production shall not begin until pre-production samples are evaluated and approved by the Commission.

ITEM 4 - UNIFORM SHIRTS - LONG SLEEVE (FEMALE)

MODEL: SPIEWAK

COLOR: Silver Tan

MATERIAL: Shall be 75% Dacron Polyester/ 25% worsted Wool; approx. 9 to 9 ½ oz. per linear yard.

Material shall be Tropical Two Ply warp and filling. FABRIC CODE #3906-193, or

Commission approved equivalent.

STYLE: Shall be long sleeve permanent press police shirt with concealed zipper front, convertible

collar, and tapered form fit. Stitched-in military creases required. Style shall include Reece

eyelets underarm for ventilation and comfort.

TAILORING: Garment shall be constructed according to the principles set forth in the specifications. All

stitches shall be of proper tension and size. Side seams, sleeve seams, and sleeve setting

seams shall be double needle stitched.

SHOULDER STRAPS:

Shoulder Straps shall be 2" wide at sleeve head and tapered down to 1-3/4" at ends. Shoulder straps shall be Forest Green in color. Ends shall be pointed and secured by a 24 ligne, first quality State of Florida metal button on toggle through a well-bound eyelet hole, a protection flap shall be provided to protect the wearer from the toggle. The straps shall be cross stitched with x-stitch to a distance of 2-1/4" from sleeve head seam. There shall be a hidden ligne 16 button attached 1 3/8" from the epaulet attachment button on each side under each epaulet to attach a unique microphone sling included with each shirt to insure that the radio microphone is in the proper place to be deployed (see Attachment A). Epaulets shall be lined

with crease "n" tack or equivalent.

STITCHING: Entire shirt shall be double needle stitched 1/4" apart with exception to the pocket flaps and

collar which shall be single stitched.

LINING: Collar and flap linings shall be 100% satin polyester, and shall match shirt as closeness of

match is considered essential.

BADGE REIN-

FORCEMENTS: It shall be a separate strip of shirt material, 1-1/2" wide with no raw edges, placed on inside

of shirt directly above center of left flap. The top of this strip shall be sewn into the shoulder seam, and the bottom shall be secured by the flap setting seam. It shall have two open

eyelets, spaced 1-1/4" apart on vertical plane and 1-1/4" above top of flap.

NAMEPLATE REIN-

FORCEMENTS: It shall be a separate strip of shirt material placed on inside of shirt directly about center of

right flap. Shall have open eyelets spaced 1-9/16" apart on horizontal plane and 3/8" above

top of the flap.

POCKETS: There shall be two pockets; 5-5/8" deep with center box pleat 1-1/2" wide stitched down to

prevent spreading. These shall be die cut and die creased to give uniform shape and size. Each pocket shall have permanent creases. The lower corners shall be mitered. Each pocket shall be hem stitched ½" from top and double stitched on edge. Pocket shall have well-bound eyelet hole to match buttonhole on flaps. There shall be a pencil stitch in the right side of the

left pocket flaps.

FLAPS:

Each pocket shall have a scalloped flap, 5-7/8" wide and 2-3/4" in depth at center point and 2-1/4" at sides. The left flap shall have a pencil opening of 1-3/8". Flaps shall be prepped for securing by a metal button and toggle, the side points of the flaps shall be secured to the pockets by means of hook and loop fasteners, male and female, sewn on the flaps and pockets. Size of hook and loop fasteners shall be 3/8" x 1" and shall be complimentary tan in color. Pocket flaps shall be lined with #550 stabilized mello-press interlining to give flaps body and long wearing affect.

FRONTS:

The left front shall have a top center 1-1/2" wide with four rows of stitches, the outer row 1/16" in from edge and the inner row 3/8" from edge. The left front shall have 7 buttonholes spaced 3-1/2" apart, center to center, and shall be set in 3/4" from edge. The button front shall contain 7 buttons, securely attached, and correspond to the buttonholes on the center front. The zipper shall be sandwiched and shall extend from the second to the sixth buttonhole with the stitch to be concealed under the center strip. Front shall have seven buttons and buttonholes.

ZIPPER:

Shall be Talon nylon separating zipper with nylon coil, matching binder seam, coordinated color for all components.

SLEEVES:

Shall be one piece, no bias, of one pieces shaped at head, jacket type. The cuffs shall be 2-5/8" in width with rounded corners and to fasten with 2 buttons. Sleeves shall be tapered in proportion to finished measurements. Sleeve vent 5-1/2" long with top and bottom facings. Top facing shall measure 1-1/8" wide point blocked at top. Under facing ½" wide. A continuous strip facing will be unacceptable.

EMBLEMS:

Shoulder emblems shall be sewn on both sleeves 1/4" below shoulder seam. Emblems shall be furnished by the vendor, and shall be included in the price of the shirt. Service bars will be provided and sewn on each shirt by the vendor as requested with no charge to the Commission.

CREASES:

There shall be one (1) crease on each front and three (3) creases on back. Creases shall be stitched for permanent front and back creases ensuring clean, sharp, straight creases.

COLLAR:

Pressed stand-up collar. Collar and band shall be die cut and die creased to insure uniformity. The points, widespread, shall be approximately 3" in length. When the collar is buttoned, there shall be a tie space of 1/4". Permanent collar stays of proper length shall be sewn inside collar.

COLLAR STAYS:

The collar stays shall be of good quality Stellar Vinyl, 2-1/2" in length and 3/8" wide.

BUTTONS:

All buttons except shoulder strap and pocket buttons shall be finest government specification Melamine and shall match the shirt fabric. Shirts shall have seven (7) buttons on front.

LABEL:

Woven label shall be sewn into collar seam on inside of shirt. The label shall contain the following: Manufacturer, Size (collar and sleeve length), Garment Care and Type of Fabric. If size will not fit on this label, additional small cloth tab with collar size on it shall be sewn in seam next to larger label. Label shall be fade and wash resistant.

PRESSING

AND PACKING:

All shirts shall be pressed in conformity with good trade practice. Shirts shall be folded and pinned over heavy shirt board inside body with extension into standing collar. Two cardboard collar strips shall be placed in each side, one inside the collar and the other outside.

MEASUREMENTS: All measurements are approximate to allow for manufacturing tolerance (+ or - 1/8").

SIZES: 28 through 48 Ladies Standard Sizes.

PACKAGING: Unless otherwise specified, commercial packages will be acceptable under this specification.

SAMPLING, INSPECTION AND TEST:

A sample of each item shall be submitted for pre-approval if bidding items other than manufacturer and style listed. Production shall not begin until pre-production samples are evaluated and approved by the Commission.

ITEM 5 - UNIFORM SHIRT - SHORT SLEEVE (MALE)

MODEL: SPIEWAK

COLOR: Silver Tan

MATERIAL: Shall be 75% Dacron Polyester/ 25% Worsted Wool; approx. 9 to 9-1/2 oz. per line a yard. It

shall be Tropical Two Ply warp and filling. FABRIC CODE #3906-193, or Commission

approved equivalent.

STYLE: Shall be Short Sleeve permanent press police shirt with concealed zipper front, convertible

collar, and tapered form fit. Stitched-in military creases are required. It shall include Reece

eyelets underarm for ventilation and comfort.

TAILORING: The garment shall be constructed according to the principles set forth in the specifications.

All stitches must be of proper tension and size. Side seams, sleeve seams, and sleeve setting

seams shall be double needle stitched.

SHOULDER

STRAPS: Shoulder Straps shall be 2" wide at sleeve head and tapered down to 1-3/4" at ends. Shoulder

straps shall be Forest Green in color. Ends shall be pointed and secured by a 24 ligne, first quality State of Florida metal button on toggle through a well-bound eyelet hole, a protection flap shall be provided to protect the wearer from the toggle. Straps shall be cross stitched with x-stitch to a distance of 2-1/4" from sleeve head seam. There shall be a hidden ligne 16 button attached 1 3/8" from the epaulet attachment button on each side under each epaulet to attach a unique microphone sling included with each shirt to insure that the radio microphone is in the proper place to be deployed (see Attachment A). Epaulets shall be lined

with crease "n" tack or equivalent.

STITCHING: Entire shirt shall be double-needle stitched 1/4" apart with exception to the pocket flaps and

collar which shall be single stitched.

LINING: Collar and flap linings shall be 100% polyester, and shall match shirt as closeness of match is

essential.

BADGE REIN-

FORCEMENTS: It shall be a separate strip of shirt material, 1-1/2" wide with no raw edges, placed on inside

of shirt directly above center of left flap. The top of this strip shall be sewn into the shoulder seam, and the bottom shall be secured by the flap setting seam. It shall have two open

eyelets, spaced 1-1/4" apart on vertical plane and 1-1/4" above top of flap.

NAMEPLATE REIN-

FORCEMENTS: It shall be a separate strip of shirt material placed on inside of shirt directly about center of

right flap. Shall have open eyelets spaced 1-9/16" apart on horizontal plane and 3/8" above

top of the flap.

POCKETS: There shall be two pockets; 5-5/8" deep with center box pleat 1-1/2" wide stitched down to

prevent spreading. These shall be die cut and die creased to give uniform shape and size. Each pocket shall have permanent creases. The lower corners shall be mitered. Each pocket shall be hem stitched ½" from top and double stitched on edge. Pocket shall have well-bound eyelet hole to match buttonhole on flaps. There shall be a pencil stitch in the right side of the

left pocket flaps.

FLAPS:

Each pocket shall have a scalloped flap, 5-7/8" wide and 2-3/4" in depth at center point, 2-1/4" at sides. The left flap shall have a pencil opening of 1-3/8". Flaps shall be prepped for securing by a metal button and toggle, the side points of the flaps shall be secured to the pockets by means of hook and loop fasteners, male and female, sewn on the flaps and pockets. Size of hook and loop fasteners shall be 3/8" x 1" and shall be complimentary tan in color. Pocket flaps shall be lined with #550 stabilized mello-press interlining to give flaps body and long wearing affect.

FRONTS:

The left front shall have a top center 1-1/2" wide with four rows of stitches, the outer row 1/16" in from edge and the inner row 3/8" from edge. The left front shall have 7 buttonholes spaced 3-1/2" apart, center to center, and shall be set in 3/4" from edge. The button front shall contain 7 buttons, securely attached, and correspond to the buttonholes on the center front. Zipper shall be sandwiched and extend from the second to the sixth buttonhole with the stitch to be concealed under the center strip. Front shall have seven buttons and buttonholes.

ZIPPER:

Shall be Talon nylon separating zipper with nylon coil, matching binder seam, coordinated color for all components.

SLEEVES:

Shall be one piece, no bias, of one pieces shaped at head, jacket type. The cuffs shall be 2-5/8" in width with rounded corners and shall fasten with 2 buttons. Sleeves shall be tapered in proportion to finished measurements. Sleeve vent 5-1/2" long with top and bottom facings. Top facing shall measure 1-1/8" wide point blocked at top. Under facing ½" shall measure wide. A continuous strip facing will be unacceptable.

EMBLEMS:

Shoulder emblems shall be sewn on both sleeves 1/4" below shoulder seam. Emblems shall be furnished by the vendor, and shall be included in the price of the shirt.

CREASES:

There shall be one (1) crease on each front and three (3) creases on back. Creases shall be stitched in for permanent front and back creases ensuring clean, sharp, straight creases.

COLLAR:

Collar shall be die cut and die creased to insure uniformity. The points, widespread, shall be approximately 3" in length. When the collar is buttoned, there must be a tie space of 1/4". Permanent collar stays of proper length shall be sewn inside collar.

COLLAR STAYS:

The collar stays shall be of good quality Stellar Vinyl, 2-1/2" in length and 3/8" wide.

BUTTONS:

All buttons except shoulder strap and pocket buttons shall be finest government specification Melamine and shall match the shirt fabric. Shirts shall have seven (7) buttons on front.

LABEL:

Woven label shall be sewn into collar seam on inside of shirt. The label shall contain the following: Manufacturer, Size (collar and sleeve length), Garment Care and Type of fabric. If size will not fit on this label, additional small cloth tab with collar size on it shall be sewn in seam next to larger label. Label shall be fade and wash resistant.

PRESSING

AND PACKING:

All shirts shall be pressed in conformity with good trade practice. Shirts shall be folded and pinned over heavy shirt board inside body with extension into standing collar. Two cardboard collar strips shall be placed in each side, one inside the collar and the other outside.

MEASUREMENTS: All measurements are approximate to allow for manufacturing tolerance (+ or - 1/8").

SIZES: 14½, 15, 15½, 16, 16½, 17, 17½, 18, 18½, 19½, 20½.

PACKAGING: Unless otherwise specified, commercial packages will be acceptable under this specification.

SAMPLING, INSPECTION AND TEST:

A sample of each item shall be submitted for pre-approval if bidding items other than manufacturer and style listed. Production shall not begin until pre-production samples are evaluated and approved by the Commission.

ITEM 6 - UNIFORM SHIRT - SHORT SLEEVE (FEMALE)

MODEL: SPIEWAK

COLOR: Silver Tan

MATERIAL: Shall be 75% Dacron Polyester/ 25% Worsted Wool; approx. 9 - 9 ½ oz. per linear yard. It

shall be Tropical Two Ply warp and filling. FABRIC CODE #3906-193 or Commission

approved equivalent. Silver Tan

STYLE: Shall be short sleeve permanent press police shirt with concealed zipper front, convertible

collar, and tapered form fit. Stitched-in military creases required. Semi-form fitted; shall be styled to a ladies pattern. It shall include Reece eyelets underarm for ventilation and

comfort.

TAILORING: Garment shall be constructed according to the principles set forth in the specifications. All

stitches shall be of proper tension and size. Side seams, sleeve seams, and sleeve setting

seams shall be double needle stitched

SHOULDER

STRAPS: Shoulder Straps shall be 2" wide at sleeve head and tapered down to 1-3/4" at ends. Ends

shall be pointed and secured by a 24 ligne, first quality State of Florida metal button on toggle through a well-bound eyelet hole, a protection flap will be provided to protect the wearer from the toggle. The straps shall be cross stitched with x-stitch to a distance of 2-1/4" from sleeve head seam. Color to be contrasting Forest Green. There shall be a hidden ligne 16 button attached 1 3/8" from the epaulet attachment button on each side under each epaulet to attach a unique microphone sling included with each shirt to insure that the radio microphone is in the proper place to be deployed (see Attachment A). Epaulets shall be lined

with crease "n" tack or equivalent.

STITCHING: Entire shirt shall be double needle stitched 1/4" apart with exception to the pocket flaps and

collar which shall be single stitched.

LINING: Collar and flap linings shall be 100% polyester, and shall match shirt as closeness of match is

considered essential.

BADGE REIN-

FORCEMENTS: It shall be a separate strip of shirt material, 1-1/2" wide with no raw edges, placed on inside

of shirt directly above center of left flap. The top of this strip shall be sewn into the shoulder seam, and the bottom shall be secured by the flap setting seam. It shall have two open

eyelets, spaced 1-1/4" apart on vertical plane and 1-1/4" above top of flap.

NAMEPLATE REIN-

FORCEMENTS: It shall be a separate strip of shirt material placed on inside of shirt directly about center of

right flap. Shall have open eyelets spaced 1-9/16" apart on horizontal plane and 3/8" above

top of the flap.

POCKETS: There shall be two pockets; 5-5/8" deep with center box pleat 1-1/2" wide stitched down to

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prevent spreading. These shall be die cut and die creased to give uniform shape and size. Each pocket shall have permanent creases. The lower corners shall be mitered. Each pocket shall be hem stitched ½" from top and double stitched on edge. Pocket shall have well-bound

eyelet hole to match buttonhole on flaps. There shall be a pencil stitch in the right side of the left pocket flaps.

FLAPS:

Each pocket shall have a scalloped flap, 5-7/8" wide and 2-3/4" in depth at center point, 2-1/4" at sides. The left flap shall have a pencil opening of 1-3/8". Flaps shall be prepped for securing by a metal button and toggle, the side points of the flaps shall be secured to the pockets by means of hook and loop fasteners, male and female, sewn on the flaps and pockets. Size of hook and loop fasteners shall be 3/8" x 1" and shall be complimentary tan in color. Pocket flaps shall be lined with #550 stabilized mello-press interlining to give flaps body and long wearing affect.

FRONTS:

The left front shall have a top center 1-1/2" wide with four rows of stitches, the outer row 1/16" in from edge and the inner row 3/8" from edge. The left front shall have 7 buttonholes spaced 3-1/2" apart, center to center, and shall be set in 3/4" from edge. The button front shall contain 7 buttons, securely attached, and correspond to the buttonholes on the center front. Zipper shall be sandwiched and shall extend from the second to the sixth buttonhole with the stitch to be concealed under the center strip. Front shall have seven buttons and buttonholes.

ZIPPER:

Shall be Talon nylon separating zipper with nylon coil, matching binder seam, coordinated color for all components.

SLEEVES:

Shall be one piece, no bias, of one pieces shaped at head, jacket type. The cuffs shall be 2-5/8" in width with rounded corners and shall fasten with 2 buttons. Sleeves shall be tapered in proportion to finished measurements. Sleeve shall vent 5-1/2" long with top and bottom facings. Top facing shall measure 1-1/8" wide point blocked at top. Under facing shall measure ½" wide. A continuous strip facing will be unacceptable.

EMBLEMS:

Shoulder emblems shall be sewn on both sleeves 1/4" below shoulder seam. Emblems shall be furnished by the vendor, and included in the price of the shirt.

CREASES:

There shall be one (1) crease on each front and three (3) creases on back. Creases shall be stitched in permanent front and back creases ensuring clean, sharp, straight creases.

COLLAR:

Pressed stand-up collar. Collar and band shall be die cut and die creased to insure uniformity. The points, widespread, shall be approximately 3" in length. When the collar is buttoned, there must be a tie space of 1/4". Permanent collar stays of proper length shall be sewn inside collar.

COLLAR STAYS:

The collar stays shall be of good quality Stellar Vinyl, 2-1/2" in length and 3/8" wide.

BUTTONS:

All buttons except shoulder strap and pocket buttons shall be finest government specification Melamine and shall match the shirt fabric. Shirts shall have seven (7) buttons on front.

LABEL:

Woven label shall be sewn into collar seam on inside of shirt. The label shall contain the following: Manufacturer, Size (collar and sleeve length), Garment Care and Type of fabric. If size will not fit on this label, additional small cloth tab with collar size on it shall be sewn in seam next to larger label. Label shall be fade and wash resistant.

PRESSING AND PACKING:

All shirts shall be pressed in conformity with good trade practice. Shirts shall be folded and pinned over heavy shirt board inside body with extension into standing collar. Two cardboard collar strips shall be placed in each side, one inside the collar and the other outside.

MEASUREMENTS: All measurements are approximate to allow for manufacturing tolerance (+ or - 1/8").

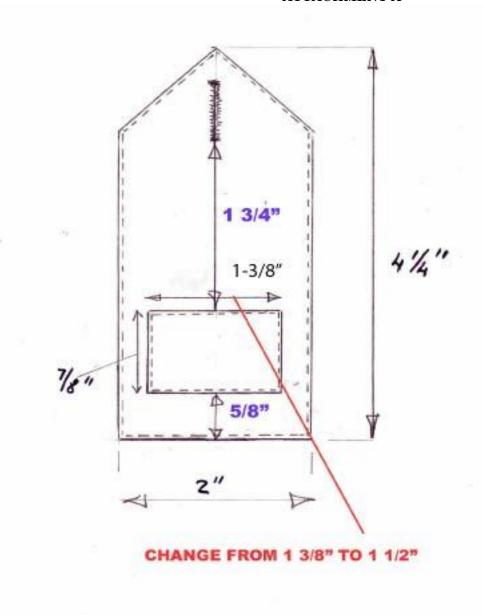
SIZES: 28 through 48 Ladies Standard Sizes.

PACKAGING: Unless otherwise specified, commercial packages will be acceptable under this specification.

SAMPLING, INSPECTION AND TEST:

A sample of each item shall be submitted for pre-approval if bidding items other than manufacturer and style listed, or response will be rejected. Production shall not begin until pre-production samples are evaluated and approved by the Commission.

ATTACHMENT A



ITEM 7 - ROUGH DUTY PANT

PRODUCT

DESCRIPTION: 5.11 Men's Taclite Pro Pant

STYLE NUMBER: 74273, 74273L

FABRIC TYPE: Main Body: 65% Polyester, 35% Cotton, 6.14 oz, tear resistant Ripstop; with HR

Teflon water resistant; Pocketing: 65% Polyester, 35% cotton, 3.2oz tightly woven

poplin

FEATURES & BENEFITS:

Must have self adjusting side elastic action waist with 7 wide belt loops and a key ring. Snap closure on outside and button on inside fly. Tool strap on right back. Front pleats and crotch gusset for maximum range of movement. Deep front pockets, Cordura lined knife pocket on right front and Cordura lined cell pocket on left; Pleated cargo pockets on both sides; two large, open back pockets. The pant must have double seat and double knees of self fabric with knee pad openings inside.

Front and Back Pocket openings shall be reinforced with Cordura binding on knife clip area. Pocket openings shall be firmly bar tacked. Front pocket bags shall be made of durable Poly/cotton blend. Pocket bags must be extra deep and finished clean inside the pant with stitched edge for heavy duty.

Knife Pocket must have extra firm welt for knife clip, and must be sized to accommodate C.U.B. knife or hide a magazine.

Cell Pocket must be gusseted on both sides and accommodates blackberry, the flap has Velcro closure for safety.

Back Pockets must be made of self fabric; they are extra large with easy access open tops and Velcro closure.

Cargo Pockets must have expandable inverted box pleat in the center and flap with two-Velcro closures.

STITCHING & FINISHING:

The seams shall be durable with 10 stitches per inch and extra heavy 5-thread construction. Top Stitchings shall be non-raveling lock stitchings. Belt loops shall be double top stitched, and bar tacked on all corners. Back pocket openings and tool strap must be cross bar tacked. Side seams, fly outline, front rise and seat seam must be double stitched. Crotch gusset must be top stitched, crotch points and fly are bar tacked. Front pocket openings, pocket flaps, knee patches, and double seat must be double top stitched. Cargo pockets must be set with double stitching. Pocket and pocket flap setting stress points must be bar tacked.

CLOSURES: Closures shall be high quality, proven performance brand name products. Fly zipper must be

metallic YKK® zipper with auto lock slider. Waist snap must be PRYM® snap with extra

firm grip. Inside button must be cross stitched.

LABELS: The woven logo label, care label, size label, country of origin label and fiber content label

shall be permanently attached to the pant.

STOCK SIZES: 28-44 waist, even inseams 30-36 and 46-54 unhemmed

COLORS: TDU Green 190

ITEM 8 - ROUGH DUTY SHORT

PRODUCT

DESCRIPTION: 5.11 Taclite Pro Short

STYLE NUMBER: 73287, 73287L

FABRIC TYPE: 65/35 poly cotton ripstop with HT teflon WR finish, TDU shirt, 6/14oz. Pocketing 80%poly,

20% cotton, 60X60, 20X20, 44"

FEATURES &

BENEFITS: Shall be fade and wrinkle resistant. Patented rear strap and slash pockets; Action waist and

crotch guesset for enhanced movement. Double reinforced seat. Double and triple needle

stitching; Genuine YKK zippers and Prym snaps; 9 1/2" inseam.

STITCHING & FINISHING:

Shall be durable 5-thread seam construction with 10 stitches per inch; Non-raveling lock

stitch, top stitchings. Two-needle top stitching on side seams, seat seam, front rise, fly out line, hand pocket openings and all pocket flaps. Top stitch reinforcement around Knife pocket welt and crotch cusset. Seat patch and cargo pockets must be attached with double stitching. Belt loops must be bar tacked on all corners. Crotch cusset points must be bar tacked. Cargo pocket openings, Cell pocket opening and knife pocket belt must be bar tacked; all pocket flaps must be cross bar tacked. Back pocket openings must be cross bar tacked. All Velcro

pieces must be attached with box stitching.

LABELS: Shall be Tactical series part number label, new tactical strip label, wash label, hangtag, and

tactical series joker tag.

CLOSURES: Fly zipper must be metallic YKK® zipper with auto lock slider. Waist snap must be metallic

PRYM® snap with extra strong grip. Inside fly button must be 4-hole style and cross tacked.

COLORS: TDU Green

ITEM 9 - ROUGH DUTY SHORT SLEEVE SHIRT

PRODUCT

DESCRIPTION: 5.11 Taclite Pro Shirt SS

STYLE NUMBER: 71175

FABRIC TYPE: 65% Polyester/35% Cotton Ripstop

FEATURES &

BENEFITS: Lightweight; Hidden Document pockets; Mesh Lining with good wicking property. The shirt

incorporates two (2) bellowed chest pockets with hook and loop closure flaps that also include convenient pencil openings in each flap, and two patented hidden document pockets. The shirt features triple needle construction on all major seams; large horizontal back vent lined with wicking polyester mesh. The collar features a hidden button-down tab. The shirt has an easy-care finish to provide a professional look with less wrinkling. The hem must be a Fish

Tail design.

POCKETS: The two (2) chest pockets feature centered internal box pleats and pencil pocket openings on

each flap. The pocket has hook and loop flaps with box style stitching on the hook and loop that shows on the outside of the flap. There are two patented hidden document pockets with

hook and loop closure on the front chest area of shirt.

STITCHING &

FINISHING: Stitches per inch must be 10-12 on all operations, Triple needle stitching on the patented

document pockets, outside collar edge, chest pocket, armholes, front yokes, and back cape. Center front pocket must be 1 ½" wide with 3 needle topstitch on both sides. Pocket flaps must be ¼" double needle topstitched at top edge. Hem must be clean finished with a double

roll turn back edge and ¼" double needle stitching.

BARTACK

REINFORCEMENT: Top and bottoms opening of Document pocket; Bottom miter corners of the Document pocket

Top corners of pocket flaps; Top corners of chest pocket

CLOSURES: Center of back of cape

Buttons – 4 hole Melamine buttons; must not melt, burn, or crack.

20 Ligne Buttons:

1 at center front neck band 6 buttons appear on front placket

1 Functional button for each epaulet provided in poly bag

1 Spare

14 Ligne buttons:

2 buttons at the hidden button down tab under the collar

1 Spare

LABELS: 5.11 Main Label stitched along 4 sides on the inside of the back mesh. Woven

content/country of origin label and the size label are sewn along the bottom edge of the main

label. Care label must be permanently attached on left side seam below the waist.

STOCK SIZES: S-3XL (Reg and Tall)

COLORS: TDU Khaki w/ Olive Drab Green Shoulder Straps

ITEM 10 - ROUGH DUTY LONG SLEEVE SHIRT

PRODUCT

DESCRIPTION: 5.11 Taclite Pro Shirt

STYLE NUMBER: 72175

FABRIC TYPE: 65% Polyester/35% Cotton

FEATURES &

BENEFITS: The shirt must incorporate two (2) bellowed chest pockets with hook and loop closure flaps,

and two hidden document pockets. The shirt must have triple needle construction on all major seams for strength. There must be a large horizontal back vent, lined with wicking polyester. The shirt must come with art pit vents that are reinforced for stability. The shirt must come with professional cuff strap feature at four rolls of the sleeve and adjustable cuffs. The sleeves must have reinforced elbow patches. There must be a hidden button-down collar

to keep the collar lying neatly. The shirt must have an easy-care finish to provide a

professional look with less wrinkling.

POCKET DESIGN: The two chest pockets must have an inverted pleat. The pocket flaps shall be mitered and

secured with hook and loop tabs at each corner. The two (2) hidden document pockets must be able to hold large documents or necessary equipment. The pockets end at the arm/side seam in width and underneath the front chest pocket in length. They open approximately ½" from the edge of the placket and have two hook and loop strips to close the pocket opening.

STITCHING &

FINISHING: Edge Stitches on back & front yoke, front placket facing

1/4" top stitches (single needle) on sleeve cuffs, pocket flaps

1/4" topstitches (3 needles) – armhole, armhole patches, collar edge, pockets

¼" top stitches (2 needles) – bottom hem ¼" 2 needle faux fell seam – side seam

The Professional LS T is finished with Teflon, anti-wrinkle and anti-fade finishing.

CLOSURES: The shirt shall be made with melamine buttons. Buttons must not melt, burn, or crack.

LABELS: The care, size, country of origin, content and logo information shall be sewn permanently.

STOCK SIZES: XS-3XL

COLORS: 162 – Tactical Duty Uniform (TDU) KHAKI w/ Olive Drab (OD) Green Shoulder Straps

ITEM 11 - WATCH CAP

PRODUCT

DESCRIPTION: 5:11 Watch Cap

STYLE NUMBER: 89250

FABRIC TYPE: 100% Polyester single sided fleece, anti pill

FEATURES &

BENEFITS: Warm lightweight double layer watch cap for cool to cold weather wear; Must be available in

S/M and L/XL sizes for best fit. It must be the traditional watch cap design in double layered

fleece fabric. Four vertical flat seams converge at the top of the cap.

STITCHING &

FINISHING: 4 needle cover-stitch with all ends securely tied back to prevent the stitch from unraveling;

Must have single needle construction across ends of cover-stitch to keep them secure.

BARTACK &

REINFORCEMENT: Single needle construction across ends of cover-stitch to keep them secure.

LABELS: Printed non-woven care/content/size RN tear away label. Watch Cap hang tag shall be swift,

attached through J-Hook at top of crown: 511 logo at front.

STOCK SIZES: S/M fits 6 7/8 - 7 3/8; L/XL fits 7 1/2 - 7 ¾

COLORS: Olive Drab (OD) Green

ITEM 12 - UNIFORM DUTY JACKET

PRODUCT

DESCRIPTION: 5.11; 5 in 1 Jacket

STYLE NUMBER: 48017

FABRIC TYPE: Outer Jacket/Coat: Shell is 100% Nylon;

Fleece Jacket: Shell is 100% Polyester Fleece

FEATURES &

BENEFITS: The 5-in-1 Parka features the 100% Nylon FD which delivers an exceptional warmth and

waterproof-breathable versatility. The 100% Polyester Taffeta offers a breathable lining. The 100% Polyester Fleece Jacket must be wind resistant and offers great comfort to your body and warmth. Water Resistant: Waterproof treated fabrics with especially designed zippers, closures and seams completely seal out water and rain. Outer Pockets: 11 – Space for hand warming and storage. Back-Up Belt System rounds out this great parka and offers ability to carry additional gear. The jacket must be made of abrasion resistant lower lining on coat and

shoulder, elbows and lower inside lining of fleece jacket. The 5-in-1 includes a free

ANSI/ISEA 2007-2006 (Category II) High-Vis traffic vest. The outer shell of the 5 in 1 jacket

must be resealed with waterproofing after being embroidered.

STITCHING &

FINISHING: Fully seam sealed shell, over locked seams with single needle details stitching, to reinforce

seams and pocket corners.

CLOSURES: YKK zippers; VELCRO Hook and Loop; PRYM Snap – Plastic Cap Snap

LABELS: Jackets must have a care label, size label, the country of origin, and fiber content label

permanently attached to the garment.

STOCK SIZES: XS-4XL

COLORS: Forest Green

ITEM 13 - BDU SHIRT

MODEL: Propper Style F5452-38 BDU

STYLE: 2 pocket Military Spec Shirt

MATERIAL: Battle Rip 65% polyester/35% cotton ripstop

-made to military specifications MIL-C43455J

-Fused pocket flaps and collar -Chest Pen/pencil pocket

-2 piece double reinforced elbows-Felled side seams and sleeves-Two shoulder epaulets with buttons

-Adjustable sleeve buttons (for rolling up long sleeves)

-2 1/2" cuffs

COLOR: Olive Green

SIZES: XS- 4XL Regular, SM-L Short, SM-3XL Long

ITEM 14 - BDU TROUSERS

MODEL: Propper Style F5212-38

FABRIC: Battle Rip 65% polyester and 35% cotton Ripstop

-Weight: 6.5 oz Sq. Yd

-ACU -style uniform enhanced for Law Enforcement

-8 pocket trouser design

-Zipper Fly and double snap closure

-Cargo-style pockets with hook and loop closure -Propper gripper waist band keeps pants in place

-External Knee pad openings

-Cuffs with front closure tie to fit snug around boots

-Extra large belt loops for nylon duty belt

GENERAL DESIGN

SPECIFICATIONS: The Tactical Uniform (TAC. U) is manufactured to meet the military specifications of the

Army Combat Uniform with enhanced features for the needs of the Law Enforcement Community. Trousers shall have a Numeric size waist with a zipper fly, back left and right single welt, button flap hip pockets, two angled front slash pockets, two partial bellows pockets and two lower leg pockets. In addition the trousers will have double knees for

removable foam pads.

KNEE PATCH: The trousers shall have an external knee patch on each leg, with a 6-inch minimum opening

(between bar tacks) for foam insert and hook and loop closure at bottom. The knee patch channel stitching for pad must be 6-inch minimum width. The sizing for the waist will be

numeric with a banded gripper waistband.

COLOR: Olive Green

ITEM 15 - UNIFORM TIES (CLIP-ON)

DESIGN: Pre-Tied on large metal bendover clip, knot lock tacked in place, tropical bengelene weave,

fabric to be 55% Dacron polyester, 45% wool.

LENGTH: Finished Length from top of knot to tip of tie shall be:

Regular Length: 16 $\frac{1}{4}$ " to 16 $\frac{3}{4}$ "

Long Length: 19 Inches

WIDTH: Width at widest point 3 ½"

FABRIC: Samuel Broome 970 Range

COLOR: Olive Drab (OD) Green

WEIGHT: Weight of fabric 7 to 7 ½ ounces

LABEL: Each tie shall bear a label stating the manufacturer of the necktie and the contents of the

material.

PACKAGING: Ties shall be packaged one dozen per box. Each tie shall be shipped with an individual

cardboard insert to retain shape during shipping.

ITEM 16 - BOONIE-SUN HAT

PRODUCT

DESCRIPTION: Propper 100% Cotton Boonie-Sun Hat

STYLE NUMBER: MIL-H-44105B

FABRIC TYPE: 100% Cotton Ripstop

STOCK SIZES: Fits 7 - 7 3/4

COLORS: Olive Green

FWC 10/11-30 SECTION 2 NON-SWORN UNIFORM ITEMS

ITEM 17 - OLIVE DRAB GREEN NYLON JACKET (or Pre-Approved Equivalent)

- Nylon taffeta shell
- 100% pre-shrunk cotton flannel lining
- snap front
- drawcord bottom
- elastic cuffs
- Available Sizes: XS 3XL
- FWC SILKSCREEN OVAL EMBLEM WILL BE REQUIRED

ITEM 18 - OLIVE KNIT CAP (or Pre-Approved Equivalent)

- Bulky rib 100% acrylic knit cap
- US made
- With cuff that can be unrolled
- Size: One Size Fits All
- FWC EMBROIDERED BLOCK LOGO WILL BE REQUIRED

ITEM 19 - FEMALE KNIT POLO SHIRT (SHORT SLEEVE) (or Pre-Approved Equivalent)

- FABRIC Polyester/Cotton Knit
- FINDINGS Two (2) Ligne 13 Woodgrain Buttons
- FINISHING Each garment will be trimmed, lightly pressed on the collar and front, inspected, and neatly folded.
- PACKAGING Garments shall be packaged one (1) per SUB-KS printed poly bag
- Available in sizes XS 4XL
- Available in Colors: Yellow, periwinkle, Green Apple, Terra Cotta (OR EQUIVALENT COLORS)
- FWC EMBROIDERED (OVAL EMBLEM OR BLOCK LOGO) WILL BE REQUIRED

ITEM 20 - UNISEX KNIT POLO SHIRT (SHORT SLEEVE) (or Pre-Approved Equivalent)

- FABRIC Polyester/Cotton Knit
- FINDINGS Three Ligne 17 Woodgrain Buttons
- FINISHING Each garment will be trimmed, inspected, and neatly folded.
- PACKAGING Garments will be packaged one (1) per SUG-KS printed poly bag
- Available in sizes XS 6XL
- Available in colors: Butter, Royal, Celery, Poppy Red, Charcoal, Fir Green, Claret, Navy, Cobalt, Burgundy, Blue, Black, Eggplant, Deep Navy, Jade, Deep Burgundy (OR EQUIVALENT COLORS)
- FWC EMBROIDERED (OVAL EMBLEM OR BLOCK LOGO) WILL BE REQUIRED

FWC 10/11-30 SECTION 2 NON-SWORN UNIFORM ITEMS

SPECIFICATIONS FOR EMBROIDERED LOGO

Commission employees will be allowed to choose from two embroidered designs: the Oval Emblem or the FWC Block.

EMBROIDERED OVAL EMBLEM

The Oval Emblem should be embroidered onto the left shoulder area. Optional Office lettering should be 1/4" block, all caps, in the thread color Penny. Embroidery shall not pucker or shrink when laundered. Thread colors shall be as stated or approved equivalents. **Logo Size:** Height 3.5 inches; Width 2.5 inches

Thread Colors - There are a total of nine different colors of thread on the emblem as follows:

- 1. Green: Merrow
- 2. Light Green: Fish body
- 3. Gold: Stars
- 4. Gray: Deer body
- 5. Light Gray: State map fill-in
- 6. Light Tan: All lettering, inner field fill-in, and fish belly
- 7. Medium Gray: State edge border
- 8. White: Deer and bird body
- 9. Black: Deer, bird, fish details, and letters background fill-in

EMBROIDERED FWC BLOCK LOGO

The FWC Block Logo should be embroidered onto the left shoulder area 1/2" above the pocket. Optional Office lettering should be 1/4" block-all caps, in the thread color Isacord 0111charcoal on darks and Black on lights. Embroidery shall not pucker or shrink when laundered. Thread colors shall as stated or approved equivalents.

Thread Colors:

- FWC is Isacord 0111 charcoal on darks and Black on lights
- Florida and top of fish are Robison Anton 5758, Green Petal
- · Bottom of fish and deer antlers are Robison Anton 5776, Sea Shell
- Deer body is Robison Anton 5777, Sand Dune
- · Bird and parts of deer are White
- · Bird, deer, and fish trims are black.

SILKSCREEN SPECIFICATIONS FOR OVAL EMBLEM

The successful bidder will be required to silkscreen the Commission's Oval Emblem on the front, left breast of the jackets, as per specifications. The Commission's Oval Emblem is 3.5" X 2.5" with the lettering "MyFWC.com" underneath. PMS colors shall be as stated or approved equivalents.

PMS COLORS:

The fish and deer fill is 60 percent black to 15 percent black. Both are outlined in 100" Black. The deer has white inside the ear, antlers, around the eyes, beside the nose and the white patch under the head.

- The bird is 100% Black plus White.
- The state of Florida in the background is 30 percent Pantone Warm Gray 9.
- The background is 100 percent Pantone Warm Gray 9 [looks closer to tan/taupe].
- The most outer and inner border lines are 100 percent Pantone 363 Green [dark olive].
- The border fill is 100 percent Black with white lettering and gold stars.
- The MyFWC.com, beneath the logo, should be in 70 percent black

SAMPLING, INSPECTION AND TEST

The attached PDF Files of the Commission's non-sworn logos are to be used for <u>visualization purposes only</u>. The actual size, thread colors, and PMS colors stated herein these specifications shall be used. The awarded vendor will be provided the appropriate stitching file and/or graphic file for pre-production samples. A pre-production sample shall be required from the successful vendor. Production shall not start without written approval of this sample from the Commission.

FWC 10/11-30 PRICE SHEET (PAGE 1 OF 2)

Price shall be less any Federal or State sales or use taxes. The respondent recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service. Price shall include all necessary items to complete the project.

ALL ITEMS SHALL BE BID, OR THE BID WILL BE REJECTED. PURSUANT TO SECTIONS 287.057(2) AND 287.057(3), FLORIDA STATUTES EACH VENDOR SHALL SUPPLY A PRICE FOR EACH YEAR THAT A CONTRACT MAY BE RENEWED. (SEE RENEWAL CLAUSE).

VENDOR SHALL PROVIDE A PRICE FOR ALL ITEMS, OR RFP WILL BE CONSIDERED NON-RESPONSIVE.

ITEM DESCRIPTION	PRICE PER ITEM (INITIAL TERM)	PRICE FOR RENEWAL YEAR 1	PRICE FOR RENEWAL YEAR 2	PRICE FOR RENEWAL YEAR 3	EQUIVALENT ITEM/ MODEL#
ITEM 1: MEN'S UNIFORM TROUSER	\$/EA	\$	\$/EA	\$/EA	
ITEM 2: LADIES UNIFORM PANT	\$/ <u>EA</u>	\$/ <u>EA</u>	\$/EA	\$/EA	
ITEM 3: UNIFORM SHIRTS LS (MALE)	\$/EA	\$/EA	\$/EA	\$/ <u>EA</u>	
ITEM 4: UNIFORM SHIRTS LS (FEMALE)	\$	\$/EA	\$/EA	\$/ <u>EA</u>	
ITEM 5: UNIFORM SHIRTS SS (MALE)	\$/EA	\$/EA	\$/EA	\$/EA	
ITEM 6: UNIFORM SHIRTS SS (FEMALE)	\$/ <u>EA</u>	\$/EA	\$/EA	\$/EA	
ITEM 7: ROUGH DUTY PANT	\$	\$/EA	\$/EA	\$/EA	
ITEM 8: ROUGH DUTY SHORT	\$/ <u>EA</u>	\$/EA	\$/EA	\$/EA	
ITEM 9: ROUGH DUTY SHIRT SS	\$/ <u>EA</u>	\$/ <u>EA</u>	\$/EA	\$/EA	
ITEM 10: ROUGH DUTY SHIRT LS	\$	\$/EA	\$/EA	\$	
ITEM 11: WATCH CAP	\$	\$/EA	\$	\$ <u>/EA</u>	
ITEM 12: UNIFORM DUTY JACKET	\$/ <u>EA</u>	\$/EA	\$/EA	\$/EA	

FWC 10/11-30 TAB K - PRICE SHEET (PAGE 2 OF 2)

ITEM DESCRIPTION	PRICE PER ITEM (INITIAL TERM)	PRICE FOR RENEWAL YEAR 1	PRICE FOR RENEWAL YEAR 2	PRICE FOR RENEWAL YEAR 3	EQUIVALENT ITEM (MODEL#)
ITEM 13 BDU SHIRT	\$/EA	\$/EA	\$/ <u>EA</u>	\$/EA	
ITEM 14 BDU TROUSERS	\$	\$	\$	\$/EA	
ITEM 15 UNIFORM TIES CLIP-ON	\$/EA	\$/EA	\$/EA	\$/EA	
ITEM 16 BOONIE-SUN HAT	\$/EA	\$/EA	\$/EA	\$/EA	
ITEM 17 OLIVE DRAB GREEN NYLON JACKET	\$/EA	\$	\$/EA	\$/EA	
ITEM 18 OLIVE KNIT CAP	\$/EA	\$	\$/ <u>EA</u>	\$/ <u>EA</u>	
ITEM 19 FEMALE KNIT POLO SHIRT	\$/ <u>EA</u>	\$/EA	\$/EA	\$/EA	
ITEM 20 UNISEX KNIT POLO SHIRT	\$/ <u>EA</u>	\$/ <u>EA</u>	\$/EA	\$/EA	

PERCENTAGE OF INCREASE FOR A	ALL SPECIAL ORDERS %			
PERCENTAGE OF DISCOUNT OFFERED ON OTHER RELATED ITEMS%				
Vendor/Contractor	Title			
Address	Fax			
Signed	City/State/Zip			
Print Name	Telephone			

FWC 10/11-30

TAB B - EXPERIENCE FORM

Information should include a chronological list (starting with most recent experience first) of Proposer's experience, a description of the services provided for each operation, and duration of each project.

EXPERIENCE:				
			_	
Dates of Experience:	TO			
*********	*****	*************	*	
EXPERIENCE:				
			_	
Dates of Experience:	TO			
*********	******	****************	*	
EXPERIENCE:				
			_	
			_	
Dates of Experience:		***********	: *	
EXPERIENCE:				
			_	
Dates of Experience:	TO			
-				
VENDOR NAME		AUTHORIZED SIGNATURE		

FWC 10/11-30 TAB C - CONTRACTOR QUALIFICATION FORM

The Vendor is a:

Corporation	
Individual	
Non Profit	
Partnership	
	dor fice Address
Official Repr	resentative

The Vendor identified herein shall mean the individual, representative/president of the non-profit organization, the partnership itself, or if a corporation, the corporation itself.

- 1. Each Vendor must be authorized to do business in the State of Florida and, if a corporation, must be incorporated under the laws of one of the States of the United States. Proof of same must be provided. If a new corporation is to be formed, provide full information as may be required.
- 2. Each Vendor must certify, and proof may be required, that it can carry out all the conditions required of it.

ADDITIONAL LEGAL REQUIREMENTS

All corporations seeking to do business with the State shall, at the time of contract execution be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. To be eligible for consideration, each corporation shall have inserted its corporate charter number in the space provided on the "Request For Proposal Contractual Services Acknowledgment Form", or, if applicable, have attached to its proposal a signed statement to the effect that said corporation is exempt from the above-described requirements of Chapter 607, Florida Statutes, and set forth particular reason(s) thereof.

If a corporation, answer the following:

When incorporated	
In what State	

If a foreign corporation, date of registration with Florida Secretary of State, and name and address of Resident Agent

Operating Officers
President's Name
Address
Phone
Vice President's Name
Address
Phone
Treasurer's Name
Address
Phone
Board of Directors Name
Address
Name
Address
NameAddress
Name
Address
If an Individual, Non-Profit, or Partnership, answer the following:
Date of organization

General or limited partnership
Name and address of each Partner:
Name
Address
Name
Address
Name
Address
The Contractor understands that information contained in the <i>Contractor Qualification Form</i> is to be relied upon by the Commission, and such information is warranted by the Contractor to be true. The undersigned Contractor agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualification and stability of the Contractor, as may be required by the Commission.
The Contractor understands that the Commission has the right to verify the information submitted and to seek any additional information relating to Contractor qualifications and stability.
Authorized Signature:
Print Name
Date

10/11-30

TAB E - REFERENCES FORM

A minimum of three (3) references from persons or firms for whom the respondent has performed similar jobs as per the specifications in this RFP must be supplied with the response. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the vendor's response. Provide a description (scope of work) of each job.

NAME OF COMPANY:	
CONTACT PERSON:	
ADDRESS:	
CITY/STATE/ZIP:	
TELEPHONE NUMBER: ()	E-MAIL ADDRESS:
JOB DATE(S):	
DESCRIPTION (SCOPE OF WORK):	
NAME OF COMPANY:	**************
	E-MAIL ADDRESS:
JOB DATE(S):	
DESCRIPTION (SCOPE OF WORK):	
NAME OF COMPANY:	*************
	E-MAIL ADDRESS: