

Invitation to Bid (ITB) No: ITB OALE 23 24 90
Title: Office of Agricultural Law Enforcement
Uniforms and Components



Stephanie Bergozza, Procurement Officer
407 S. Calhoun Street, SB-8 Mayo Building
Tallahassee, FL 32399-0800
Bids@FDACS.gov

SECTION 1.0 INTRODUCTORY SECTION

1.1 Statement of Purpose

The Florida Department of Agriculture and Consumer Services (Department) seeks to obtain competitive bids for purchase and delivery of uniforms for the Department’s Office of Agricultural Law Enforcement (OALE). This Invitation to Bid (ITB) and all activities leading toward the anticipated issuance of a Term Agreement are conducted pursuant and subject to Chapter 287, Florida Statutes (F.S.), and Rule 60A-1, Florida Administrative Code (F.A.C.).

This solicitation will be administered through the Vendor Information Portal (VIP). Vendors interested in submitting a bid must comply with all terms and conditions described in this solicitation.

The Department intends to make a single award or to make no award, as determined to be in the best interest of the state.

1.2 Timeline

The table below contains the timeline of events for this solicitation. The dates and times within the Timeline are subject to change. Modifications by the Department will be issued by written addenda. It is the responsibility of the Vendor to check for any changes on the VIP. All required actions must be completed by the date and time indicated on the Timeline. All times listed are Eastern Time (ET).

| EVENT | DATE/TIME | LOCATION |
|---|-------------------------------|--|
| Release of ITB | March 28, 2024 | Vendor Information Portal |
| Mandatory Pre-Bid Teleconference | April 3, 2024, at 10:30 a.m. | Teleconference Number: (888) 585 – 9008 Conference Room Number: 407 639 217 |
| Last day for Written Inquiries & Vendor Samples to be received by the Department | April 15, 2024, by 5:00 p.m. | Florida Department of Agriculture and Consumer Services Email: Bids@FDACS.gov **ALL EMAILS SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL** |
| Anticipated Posting of Written Responses to Vendor Inquiries | April 19, 2024 | Vendor Information Portal |
| Sealed Bids Due | April 26, 2024, by 5:00 p.m. | Florida Department of Agriculture and Consumer Services 407 S. Calhoun Street, SB-8 Mayo Building Tallahassee, Florida 32399-0800 |
| Public Meeting for Opening of Bids | April 29, 2024, at 10:00 a.m. | Teleconference Number: (888) 585 – 9008 Conference Room Number: 407 639 217 |
| Anticipated Posting of Recommended Award | April 30, 2024 | Vendor Information Portal |

The Department shall utilize the State of Florida, VIP as the single resource for all ITB, Public Notice information in accordance with Rule 60A-1.021, F.A.C.

1.3 Public Opening

The Public Opening for this solicitation will be available via teleconference.

DIAL – IN TELECONFERENCE NUMBER: (888) 585 – 9008

CONFERENCE ROOM NUMBER: 407 639 217, then # and follow prompts.

1.4 Special Accommodations

Any person with a disability requiring special accommodations at the pre-solicitation conference and/or bid/proposal opening shall contact the Purchasing Officer at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at (800) 955-8771 (TDD) or visit <https://www.ftri.org/relay> for assistance.

1.5 Mandatory Requirements

The Department has established certain requirements with respect to bids to be submitted by respondents. The use of “shall”, “must” or “will” (except to indicate simple futurity) in this ITB indicates a requirement or conditions from which a material deviation may not be waived by the Department. A deviation is material if, in the Department’s sole discretion, the deficient response does not substantially comply with the ITB requirements, provides an advantage to one respondent over other respondents, has potentially significant effect on the quantity or quality of items bid, or on the cost of the Department. Material deviations cannot be waived. The words “should” or “may” in this ITB indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a bid.

1.6 Conflicts and Order(s) of Precedence

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

- 1) Addenda, in reverse order of issuance,
- 2) ITB, including attachments,
- 3) [PUR 1000, General Contract Conditions](#), and
- 4) [PUR 1001, General Instructions to Respondents](#).

SECTION 2.0 TECHNICAL SPECIFICATIONS

2.1 Scope of Work

The Department intends to establish a Term Agreement with the awarded vendor to develop and maintain a program that will provide all agreed upon uniform items in a timely manner, reasonably priced, and in sufficient quantities to meet the Department’s demand. The Department is specifically searching for uniform items that are durable and well-constructed yet comfortable, versatile, and functional for the different elements. The complete list of uniform items to be provided by this vendor are more fully described in **APPENDIX I, MINIMUM REQUIREMENTS**.

Vendors capable of providing the program described herein are requested to submit a bid regarding its product information and minimum specifications.

The vendor must have the ability to perform in-house alterations, embroidery, and

embellishments.

The Department requires a vendor to provide and maintain a local facility within 20 miles of the OALE headquarters in Tallahassee, Florida. This local facility will supply the OALE with baseline shelf inventory items, in-person customer fitting service, and a dedicated account manager. The vendor must be willing to allow an on-site inspection of the facility to ensure all requirements listed herein meet or exceed the Department's requirements and are maintained through the term of the contract.

The Department intends to issue separate and/or blanket purchase orders by way of the Term Agreement. Uniforms and components will be ordered on an as needed basis. The awarded vendor shall not ship any items until a duly executed Department purchase order is received. The Department is not responsible for any items manufactured or shipped without the authority of the Department's purchase order.

The vendor must provide fixed pricing for all uniform items identified in **APPENDIX I, MINIMUM REQUIREMENTS** purchased by the Department and extend contract pricing to all OALE employees for individual purchases of uniform items.

2.2 Vendor Location

The awarded vendor must be located within 20 miles of the Office of Agriculture Law Enforcement headquarters located at the following address:

2005 Apalachee Parkway
Tallahassee, Florida 32399

2.3 Obsolete or Discontinued Units/Components

If a unit or component listed on the Price Sheet is no longer available or becomes obsolete or is discontinued or a superior unit or component is available, the vendor must propose a comparable substitute under Equivalent Items.

2.4 Specialty Orders

Specialty orders are defined as components not listed on the **APPENDIX I, MINIMUM REQUIREMENTS**, or components that are not ordered in bulk. The vendor must offer a discounted rate for all specialty items. All specialty orders shall be delivered within 60 calendar days of the date the purchase order is executed and received by the vendor, or within the timeframe mutually agreed upon by both parties. Failure to deliver within the timeframe may result in cancellation of the purchase order.

2.5 Patches and Insignias

Patches and insignias will be applied to all clothing components as listed in the specifications identified in the attachments. The vendor is responsible for providing the OALE embroidered badge and will be provided patches to embroider onto uniforms. Embroidered badges must be no less than a 36,000-thread count, must be washable, and guaranteed to contain the finest materials available. The design, letter style, and colors must be identical to the samples, which will be provided by OALE as shown in **APPENDIX II, OALE BADGE** and **APPENDIX III, OALE PATCH**.

The OALE reserves the right to change or alter the design of any or all the badge, patch, and/or insignias, without additional cost to the OALE throughout the term of this contract.

The OALE currently has patches in bulk and will provide the patches to the vendor upon award of this ITB.

2.6 Color and Fabric Quality

Uniforms furnished throughout the term of the contract must be standard color, as provided in the specification and shall not change or be altered throughout the term of the contract resulting from this ITB. The OALE color guide and full graphic image can be found on **APPENDIX I - V**.

2.7 Label and Care Instructions

All garments must have a label permanently affixed to each garment giving the size, fabric content, and brand. All garments must have a care label with specific laundering and/or dry-cleaning instructions permanently attached.

2.8 Uniform Samples

Interested vendors must supply samples by the deadline specified in the Timeline. **Vendor samples must be mailed to and received in the Purchasing Office at the following address:**

Nathan Mayo Building
407 S. Calhoun St., SB-8
Tallahassee, Florida 32399-0800

Vendors must supply one (1) sample of each of the following items, including extended size items. See **APPENDIX I - V** for item details.

Requested Samples (including extended sizes):

- Class A/B shirts
- Polo
- Oxford
- Caps
- Jacket
- Raincoat
- Embroidered OALE badge

As well as:

- Tri-fold badge wallet
- Handcuff case/mag pouch combo
- Tourniquet pouch
- Flashlight holder
- All Honor Guard items

Samples shall be representative of the OALE items described in this ITB and must comply with the requirements of these specifications.

Items submitted by the vendor shall become the property of the OALE and may be retained by the OALE for reference or quality assurance for the Term Agreement resulting from this ITB.

Failure to provide product samples by the date specified in the Timeline will result in rejection of the vendor's bid.

2.9 Equivalent Items

Vendors must bid only items as specified in **ATTACHMENT A, PRICE SHEET** when submitting a bid to this ITB. In the event the vendor desires to propose an equivalent item, a vendor must first submit a written request to Bids@FDACS.gov by the deadline specified in the Timeline.

The written request must include:

- the item(s) from the **ATTACHMENT A, PRICE SHEET**, the vendor would like to replace with an equivalent item,
- the replacement item(s) being recommended as an equivalent,
- any relevant specifications for the replacement item that demonstrates its equivalence to the original item(s) sought, and
- a sample of the equivalent item(s).

Vendor proposed equivalents must be mailed to and received in the Purchasing Office at the following address:

Nathan Mayo Building
407 S. Calhoun St., SB-8
Tallahassee, Florida 32399-0800

If an equivalent item is accepted and approved by the Department, the Department will publish a **REVISED ATTACHMENT A, PRICE SHEET**, that will include the approved equivalent item(s) and specifications when the Department publishes its response to vendors' written inquiries, on the VIP in accordance with the Timeline.

If the Department publishes a **REVISED ATTACHMENT A, PRICE SHEET**, Vendors will be required to complete the REVISED PRICE SHEET for its bid submission to be considered responsive (along with the other requirements in this ITB). Failure to utilize the REVISED PRICE SHEET will result in rejection of the vendor's bid.

2.10 Order Forms

The awarded vendor will develop an OALE specific uniform order form with all components listed, item numbers, sizing charts including standard and extended sizes, specific order instructions, and the price for each item. The order form should also allow for special orders (outlined in 2.4 above).

A sample form must be provided to the OALE within 60 calendar days of executing the Term Agreement for review and approval prior to publishing. All sizes listed on the sizing chart must be the same as the size information on the garment labels.

2.11 Inventory

The table below reflects the OALE most ordered items with the common sizing included. A full list of OALE purchase items is included in **ATTACHMENT A, PRICE SHEET**.

| ITEM | MODEL NUMBER | SIZE |
|--|-----------------|--|
| Class A Short Sleeve (Men's) | CX360 - 3510N | L, XL, & 2XL |
| Class A Long Sleeve (Men's) | CX360 - 3510N | 17 34/35, 18 36/37, 19 34/35, 20 36/37, & 21 34/35 |
| Class A Pant (Men's) | CX360 - E3424R | 32/32, 34/32, 36/32, 38/32, & 40/30 |
| Class A Short Sleeve (Women's) | CX360 - 3550LC | 38, 40, & 42 |
| Class A Long Sleeve (Women's) | CX360 - 3530LC | 38, 40, & 42 |
| Class A Pant (Women's) | CX360 - E3434LC | 12, 14, & 18 |
| Class B Short Sleeve Summerweight Tactical Shirt | F53743C001 | M, L, XL, & 2XL |
| Class B Long Sleeve Summerweight Tactical Shirt | F53463C001 | M, L, XL, & 2XL |
| Class B Pant Men's Revtac Ripstop Pant | F52744236 | 32/32, 34/32, 36/32, 38/32, & 40/30 |
| Class B Pant Women's Revtac Pant | F520350236 | 12, 14, & 18 |

2.12 Delivery

Delivery of all uniform items shall be completed within 30 calendar days after receipt of the Department's uniform order. The vendor must have the ability to deliver all orders to:

Office of Agriculture Law Enforcement (Headquarters)
 2005 Apalachee Parkway
 Tallahassee, FL 32399

Any item(s) shipped but not accepted because of non-compliance with the specifications must be replaced within five (5) calendar days after notification to the vendor. The vendor shall be responsible for all costs of any item(s) found not to be in compliance with specifications.

The vendor will provide to the Department a procedure for return of unacceptable goods. A "pick up" order type system is suggested. Individual purchase orders must be separated by order number even though several orders may be combined for shipping convenience to the same unit.

Uniform items will be subject to examination and inspection by the Department's contract manager before final acceptance. Any item(s) not complying with the Department's specifications will be rejected and returned at the vendor's expense.

OALE must be informed in writing of any delay in delivery by the vendor at least seven (7) calendar days prior to the scheduled delivery date, justification for this delay, and the steps the vendor will take to avoid future delay, shall be provided to the contract manager. Any correspondence by either party pertaining to an order must identify the individual ordering, order number, and the order date.

2.13 Reporting

The vendor must maintain a tracking system that monitors balances and budgets and can provide Department staff with a report upon request.

2.14 Customer Service

The vendor shall provide the name, address, and telephone number of the customer service representative assigned to the OALE within 10 working days of award. The vendor's customer service representative must be local and available to meet for design consultations and perform fittings as needed.

2.15 Price Escalation or Reduction

The rates provided shall be current and effective for the initial three-year term of the resulting contract. The vendor may request a price increase in rates for each one (1) year renewal term.

Requests for increases must be submitted at least 60 calendar days prior to the anniversary date of the contract in order for the request to be considered. Rate increases must be requested in writing to the Department and must be supported by a detailed justification which warrants the requested increase percentage (a maximum of three percent (3%) every year of a renewal term). The Department shall review the request, and supporting documentation, to determine whether an increase is warranted and, if so, what percentage of adjustment will be authorized.

With respect to the negotiation of a one (1) year renewal term, either party may request a decrease in the rates. The vendor shall apply any price decreases due to market change or special sales offered to other customers during the contract term.

Each party shall review the other party's written request. If an agreement cannot be reached regarding a decrease in the rates, then the contract will expire in accordance with the terms thereof without renewal.

2.16 Mandatory Pre-Bid Teleconference

A mandatory informational pre-bid teleconference will be held on the date specified in the Timeline. The purpose of this teleconference will be to clarify the contents of this ITB in order to prevent misunderstanding of the Department's terms, conditions, and specifications. To join the teleconference:

DIAL – IN TELECONFERENCE NUMBER: (888) 585 – 9008
CONFERENCE ROOM NUMBER: 407 639 217, then # and follow prompts.

The Department will address questions from interested vendors during the teleconference and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted, and spontaneous answers will be provided. However, the Department will issue written responses/answers **ONLY** to those verbal questions subsequently submitted to the Department in writing and received by date specified in the Timeline.

Vendors are limited to two (2) representative participants in the pre-bid teleconference. The Department will record vendor participation. Any bid received from a vendor who did not attend the mandatory pre-bid teleconference will not be considered.

Material changes to the ITB terms, conditions, plans, or specifications must be stated in writing in the form of an addendum issued through the Department's purchasing office (see section 3.14, Addenda, of this ITB).

SECTION 3.0 INVITATION TO BID PROCESS

3.1 Advertisement

This ITB is hereby advertised on the State of Florida VIP. To find the ITB or other related information, enter Agency "Department of Agriculture" and click on "Advertisement Search" at the bottom of the web page. If unable to download the document(s), contact the Department's Procurement Officer.

3.2 General Instructions to Respondents (PUR 1001)

Pursuant to Rule 60A-1.002, F.A.C., the General Instructions to Respondents, [PUR 1001](#), are incorporated in this ITB by reference. Vendors are not required to return this document with its bid.

Any terms and conditions set forth within this ITB document shall supersede any and all conflicting terms and conditions set forth within the PUR 1001, unless the conflicting term/condition is required by any section of the Florida Statutes, in which case the term/condition required by Florida Statutes shall take precedence. Specific references to MyFloridaMarketPlace (MFMP) usage for this ITB stated in paragraphs 3 and 5 of the PUR 1001, General Instructions to Respondents, are not applicable.

3.3 Vendor Inquiries

The Procurement Officer, acting on behalf of the Department, is the sole point of contact of official meetings, questions, and all procurement related matters relating to this ITB from the date of the release of the ITB until the Department's Notice of Agency Decision is published on the VIP.

Questions related to this ITB, or requests for approved equivalents (if applicable), must be received in writing, via email, by the Procurement Officer listed below, within the time indicated in the Timeline. Oral inquiries, or those submitted after the period specified in the Timeline, will not be acknowledged.

Responses to written questions will be published on the VIP on or about the date referenced in the Timeline.

Procurement Officer:

Stephanie Bergozza
Florida Department of Agriculture and Consumer Services
407 S. Calhoun Street, SB-8 Mayo Building
Tallahassee, Florida 32399-0800
Email: Bids@FDACS.gov

****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE ITB NUMBER IN THE SUBJECT LINE OF THE EMAIL****

Between the release of the solicitation, and the end of the 72-hour period following posting of notice of intention to award (72-hour period excludes Saturdays, Sundays, state holidays or other closures), vendors responding to this solicitation, or persons acting on their behalf, may not contact any employee or officer of the executive or legislative branches of government, concerning any aspect of this solicitation, except in writing to the procurement officer as provided in this solicitation. Violation of this provision may be

grounds for rejecting a response, as per Section 287.057(25), F.S.

3.4 Addenda

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation documents or exhibits, addenda, and materials relative to this ITB the information will be published on the [Vendor Information Portal](#) as a written addendum. Any addenda issued in relation to this ITB shall thereby become part of the final bid specifications and requirements.

Interested vendors are responsible for monitoring this site for new, changing, or clarifying information relative to this ITB.

3.5 MyFloridaMarketPlace (MFMP) Registration

Each vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S., to the State is prequalified to do so and shall register in the MFMP system, unless exempted under subsection 60A-1.033(3) F.A.C. Information about the registration process is available, and registration may be completed, at the MFMP website: [Vendor Information Portal](#). Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) 352-3776.

Vendors should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Code(s) pertaining to this ITB:

- 53102700 - Uniforms
- 53102500 - Clothing accessories

3.6 Vendor Substitute W-9

The Florida Department of Financial Services (DFS) requires all vendors that conduct business with the State of Florida to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms and answers to frequently asked questions are located on the website once a registration has been completed. DFS may assist vendors with questions and can be reached at (850) 413-5519 or FLW9@myfloridacfo.com.

The awarded vendor must have a valid W-9 on file with the DFS prior to issuance of a contract. This may be completed by the vendor post-award and is not something which the Department will consider in determining the responsiveness of a bid.

3.7 Cost of Bid Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a vendor in response to this ITB.

3.8 Instructions for Bid Submittal

Each bid response shall be prepared simply and economically, providing a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are discouraged. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the review of bids, it is essential that vendors follow the format and instructions provided below.

- 1) Bids must be addressed to the Procurement Officer and mailed to: Nathan Mayo Building,

407 S. Calhoun St., SB-8, Tallahassee, Florida 32399-0800.

- 2) Bids may be sent by U.S. mail, courier, overnight or hand delivered to the location indicated in the Timeline. **Electronic (email/fax) submission of bids will not be accepted for the ITB.**
- 3) All bids must be submitted in a sealed envelope/package with the relevant ITB number clearly marked on the outside of the envelope/package.
- 4) It is the vendor's responsibility to assure its bid submittal is delivered to the proper place and time as stipulated in the Timeline.
- 5) Late bids will not be accepted.

Bids may be delivered by United States Postal Service (USPS) mail, courier (FedEx/UPS), or hand delivered to the Mayo Building; however, vendors are cautioned shipment via USPS may not be guaranteed to be received by the Department on the scheduled due date / time. **BIDS MUST BE RECEIVED IN THE PURCHASING OFFICE BY** the designated date and time listed. Postmarked or clocked in by FedEx, UPS, or U.S. Postal Service is not acceptable for being received in the Purchasing Office.

3.9 Vendor Acknowledgement

By submission of a signature on the Department's Acknowledgment Form, the vendor certifies that they comply with all terms and conditions contained herein. The bid must contain the original signature of an authorized representative who can legally bind the vendor. The services offered by the vendor will conform to the specifications of this ITB without exception.

Vendors must include ATTACHMENT B, ACKNOWLEDGEMENT FORM, with its bid response.

3.10 Price Sheet

The vendor shall complete, sign, date and return ATTACHMENT A, PRICE SHEET.

Bid prices must be firm and be inclusive of all services, packaging, handling, shipping and delivery charges, environmental and fuel service fees, and any other relevant and related charges.

No remuneration is available to the vendor beyond the bid price for all specifications and considerations in response to this ITB, as outlined herein. Vendors will be strictly held to the prices of their bid. The contents of this ITB and vendor bid submission will become a contractual obligation upon execution of the contract.

If **ATTACHMENT A, PRICE SHEET**, stipulates a unit price, the Department reserves the right to increase or decrease the quantities and amounts outlined in **APPENDIX I**. No guarantee is made regarding actual orders issued for items or quantities. The Department shall not be responsible for vendor inventory or order commitment.

If a submitted **ATTACHMENT A, PRICE SHEET**, includes inconsistencies, inaccuracies or is incomplete, it may be rejected by the Department. All calculations will be reviewed and verified. The Department may correct mathematical errors, however, in the event of any miscalculation, unit prices shall prevail.

3.11 Vendor Generated Terms and Conditions

The Department objects to and shall not consider any different or additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's bid.

In submitting a bid, the vendor agrees that any additional or different terms or conditions, whether submitted by the vendor intentionally or inadvertently, shall have no force and effect and shall be grounds for rejecting a bid. Vendor's failure to agree to or comply with the Department's terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

The contract issued by the Department as a result of this ITB shall incorporate all terms and conditions identified herein. No oral agreements or representations shall be valid or binding upon the Department or the vendor unless expressly contained herein or by a written addendum published on VIP by the Department to this ITB.

3.12 Public Records

Any and all documents submitted in response to this ITB shall be considered public record pursuant to Chapter 119, F.S.

3.13 Disclosure of Bid Submittal Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the vendor or its agents or returned. The Department shall have the right to use any or all ideas, or adaptations of the ideas, presented in any bid. Selection or rejection of a bid shall not affect this right.

3.14 Bid Opening

Bids are due, and will be publicly opened, at the time, date, and location specified in the Timeline. Bid responses received late (after bids are due) will not be accepted, nor considered, and modification by the vendor of submitted bids will not be allowed, unless the Department has made a request for additional information. Department staff will not be held responsible for the inadvertent opening of a bids if it is not properly sealed, addressed, or identified.

3.15 Bid Evaluation

Bids that do not meet all requirements, specifications, terms, and conditions of this ITB or fail to provide all required information, documents, or materials may be rejected and deemed non-responsive.

The Department may request, and the vendor shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the bid being deemed non-responsive.

IF THE DEPARTMENT DETERMINES, IN ITS SOLE DISCRETION, THAT THE CONDITIONS OF THE BID DOCUMENTS ARE NOT COMPLIED WITH, OR THAT THE PRODUCT PROPOSED TO BE FURNISHED DOES NOT MEET THE SPECIFIED REQUIREMENTS, THE BID MAY BE REJECTED AND DEEMED NON-RESPONSIVE.

3.16 The Florida Based Business Preference

When commodities are to be procured using state funds, pursuant to Section 287.084, F.S., the lowest responsible and responsive vendor whose principal place of business is located within the State of Florida is entitled to a preference over the lowest responsible and responsive bid submitted by a vendor whose principal place of business is located outside of this state. The preference will be determined as follows:

- 1) If the lowest bid is submitted by a vendor whose principal place of business is located outside of the State of Florida, and that state or political subdivision grants a preference to vendors whose principal place business is with that state or political subdivision, the preference given to the lowest vendor whose principal place of business is within the State of Florida shall be equal to that granted in the other state or political subdivision.
- 2) If the lowest bid is submitted by a vendor whose principal place of business is located outside the State of Florida, and that state does not grant a preference to vendors having a principal place of business in that state, the preference granted to the lowest responsible and responsive vendor having a principal place of business within the State of Florida shall be five percent (5%).
- 3) **A vendor whose principal place of business is outside of the State of Florida** must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. **Failure to submit this letter will result in disqualification of the bid.**

3.17 Less Than Two Responsive Bids

In the event the Department receives less than two (2) responsive bids for contractual services purchases, the Department reserves the right to negotiate on the best terms and conditions with the single responsive vendor pursuant to Section 287.057(6), F.S.

3.18 Basis of Award

An award shall be made to the responsive and responsible vendor with the overall lowest Grand Total Price for all items, as specified in the Price Sheet for all specifications and considerations in response to this ITB. The vendor must bid on all items in **ATTACHMENT A, PRICE SHEET**, to be considered responsive.

An award from this bid does not constitute an official purchase order, contract, agreement, or commitment on behalf of the state.

In event the vendor with the lowest Grand Total Price is found non-responsive, the Department may proceed to the next responsive vendor with the lowest Grand Total Price and continue the award process.

The Department reserves the right to award, or not award, contract(s) based on the availability of funds.

3.19 Bid Rules for Withdrawal

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Department. The withdrawal request must be signed by an authorized representative of the vendor and must be received within 72 hours after the bid submission date indicated in the Timeline. Any submitted bid shall remain valid for 90 calendar days from the bid submission date.

3.20 Verbal Instruction Procedure/Discussions

The vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State of Florida employee. Only written communications from the Department's Procurement Officer are considered duly authorized expressions on behalf of the state. Additionally, only written communications from a vendor are recognized as duly

authorized expressions on behalf of the vendor. Any discussion by a vendor with any employee, or representative of the Department, involving cost or price information, occurring prior to the Department publishing the Notice of Agency Decision, may result in rejection of said vendor's bid.

3.21 No Prior Involvement and Conflict of Interest

Pursuant to Section 287.057(19)(c), F.S., provides, "A person who receives a contract that has not been procured in accordance with subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

The Department considers participation in a solicitation to be any actions related to the decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or functioning in any other advisory capacity.

The vendor shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the Department, for any act or service, which they may do, or perform, for, or on behalf of, any officer, agent or employee of the vendor. Officers, agents, or employees of the Department shall not have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The vendor shall have no interest, and shall not acquire any interest, that conflicts in any manner, or degree, with the performance of the services required under this ITB.

3.22 Scrutinized Companies and Prohibited Business Activities

Pursuant to Section 287.135, F.S., a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of any amount if, at the time of bid submission, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel.

When goods or services to be provided are \$1 million or more, Section 287.135, F.S., requires the contractor to certify that it is not 1) on the Scrutinized Companies with Activities in Sudan List; 2) on the Scrutinized Companies with Activities in the Iran Terrorism Sectors, created pursuant to Section 215.473, F.S.; or 3) engaging in business operations in Cuba or Syria.

For a vendor's bid to be considered responsive, **ATTACHMENT C, CERTIFICATION REGARDING SCRUTINIZED COMPANIES FORM**, must be completed and included in its bid package. The list may be found at <https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>. The Department may immediately terminate any contract, as a result of this bid, for cause if the contractor is found to have submitted a false certification.

3.23 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds Tie Bids

Any vendor submitting a response to this ITB **MUST** execute the enclosed form FDACS-01522, **ATTACHMENT D, CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS**, and enclose it with its bid. The Certification for Lobbying is required for expenditures \$100,000 and above. The Certification for Debarment and Suspension and Other Responsibility Matters is required for expenditures \$25,000 and above.

3.24 Identical Tie Bids

When evaluating vendor responses to solicitations where there is identical pricing or scoring from two or more vendors, the Department shall determine the order of award in accordance with Sections 287.057(12), 287.082, 287.087, 287.092, and 295.187(4), F.S.

1) CERTIFIED MINORITY BUSINESS ENTERPRISE

Pursuant to Section 287.057(12), F.S., if two (2) equal bids are received and one (1) bid is from a certified minority Business Enterprise, the Department must contract with the Certified Minority Business Enterprise. Vendors must provide a copy of this certification in their bid response to receive this preference.

2) COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN STATE OF FLORIDA GIVEN PREFERENCE

Pursuant to Section 287.082, F.S., whenever two (2) or more competitive sealed bids are received, one (1) or more of which relates to commodities manufactured, grown or produced within the State of Florida, and whenever all things stated in such received bids are equal with respect to price, quality and service, the commodities manufactured, grown or produced within the State of Florida shall be given preference. Vendors must provide proof in their bid response to receive this preference.

3) CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, F.S., whenever two (2) or more bids, proposals or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. To be considered for the drug-free workplace program preference, vendors must complete and submit with its response **ATTACHMENT E, CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM FORM**, that it has implemented a drug-free workplace program.

4) PREFERENCE TO CERTAIN FOREIGN MANUFACTURERS

Pursuant to Section 287.092, F.S., any foreign manufacturing company with a factory in the state and employing over 200 employees working in the state shall have preference over any other foreign company when price, quality and service are the same, regardless of where the product is manufactured. Vendors must provide proof in their bid response to receive this preference.

5) FLORIDA VETERAN BUSINESS ENTERPRISE OPPORTUNITY ACT PREFERENCE

Pursuant to Section 295.187(4), F.S., a state agency, when considering two (2) or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one (1) of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality and service, shall award such procurement or contract to the certified veteran business enterprise. Proof of certification pursuant to Section 295.187(5), F.S., shall accompany the bid response. Failure to submit proof of certification will result in non-application of the preference.

3.25 Disqualification of Vendors

More than one (1) bid from an individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that a vendor is interested in more than one (1) solicitation for the same work will cause the rejection of all bids in which such vendors are believed to be interested.

If there is reason to believe that collusion exists among the vendors, any or all bids will be rejected. No participants in such collusion will be considered in future procurements for the same work. Falsifications of any entry made on the vendor's offer will be deemed a material irregularity and will be grounds for rejection.

3.26 Rejection of Bids

The Department reserves the right to reject any and all bids when such rejection is in the best interest of the State of Florida and to reject the bid of a vendor who the Department determines is not in a position to perform the contract.

3.27 Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at:

The Holland Building
600 South Calhoun Street
Tallahassee, Florida 32399

Filings received after regular Business Hours (8:00 a.m. to 5:00 p.m., ET) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

SECTION 4.0 SPECIAL CONDITIONS

4.1 Term Agreement

The Department intends to enter into a three (3) year Term Agreement for the products and services as specified in this ITB.

The Awarded Vendor agrees to sign and return the Department's Term Agreement, within 15 calendar days upon receiving the Term Agreement from the Department. A draft is attached hereto as **ATTACHMENT F**.

Entering into a Term Agreement does not guarantee the vendor will receive a purchase order. Compensation will only be available to the awarded vendor based on satisfactory completion in accordance with a valid purchase order issued by the Department.

4.2 Renewal

Upon mutual written agreement, the parties may renew this Agreement for three (3), one-year renewals on the same terms and conditions as set forth herein.

4.3 Additional Quantities

The Department reserves the right to and may purchase additional quantities of the items listed herein. Orders shall be made by Department purchase order and shall be made within 12 months of award of this ITB. The vendor shall hold firm their price during this period. Additional quantities ordered shall be subject to the same terms, conditions, and pricing of the initial bid submission.

4.4 Warranty and Substitutions

A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than 90 calendar days from the date of acceptance by the purchaser. Delivery of substitute commodities requires prior written approval from the Department.

4.5 Damaged Commodities

A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than 90 calendar days from the date of acceptance by the purchaser. Delivery of substitute commodities requires prior written approval from the Department.

4.6 Order Delays

The awarded Vendor will provide notice in writing to the OALE of any delivery delay. It is understood that there is a cost for delayed orders and the OALE want to enforce deliver dates as much as possible.

If any item is delayed beyond 30 calendar days of the established delivery date or authorization date provided in writing by the OALE, the price of the delayed item may be reduced by three percent (3%) per day for the item is delayed, for a total not to exceed 30 calendar days.

If the item is not delivered within 60 calendar days of the established delivery date or authorization date provided in writing by the OALE, the Department reserves the right to cancel the order or specific item(s) from the order.

4.7 Obsolete or Discontinued Units/Components

If during the Term of the resulting Agreement, if a unit or component is no longer available or becomes obsolete or is discontinued, the vendor must propose a comparable substitute. The substitute item must be approved by the OALE and added as part of the resulting Term Agreement as an amendment to the Price Sheet, prior to fulfilling the order. Failure to obtain the written approval by the OALE may result in a rejection of the unit/component at the vendor's sole expense. Price Sheet may be amended from time-to-time if/when a unit or component is no longer available or becomes obsolete or is discontinued.

4.8 MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to Section 287.057(24), F.S. All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1%) of the total amount of the payments received from the state or Eligible Users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law.

Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Department will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

4.9 Public Entity Crimes

A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime; may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in 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.

4.10 Discrimination Statement

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

4.11 Antitrust Statement

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4.12 Employment of Unauthorized Aliens

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

awarded vendor avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section 448.095, F.S.

4.13 National Defense Authorization Act

By submission of a bid response, the vendor hereby represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the vendor knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25, shall be cause for unilateral cancellation of the Department's purchase order or contract. Subcontractors shall be verified through the General Services Administration (GSA) Federal Excluded Parties List at <https://sam.gov/SAM/>.

4.14 Invoicing and Payment

Payment will be made upon delivery and/or satisfactory completion, by state government warrant. Invoices must be submitted in sufficient detail, to allow for a proper pre-audit and post-audit thereof, to the contract manager on a monthly basis. Partial payments may be made upon satisfactory delivery of items and receipt of invoices. Payment will be made based on the bid price for successful completion of services. Payment shall be made in accordance with Section 215.422, F.S.

Invoices shall be submitted as outlined in the resulting purchase order and/ or contract and submitted to:

Office of Agriculture Law Enforcement (Headquarters)
2005 Apalachee Parkway
Tallahassee, FL 32399

4.15 Cooperation with the Inspector General

Pursuant to Section 20.055(5), F.S., the contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

4.16 Vendor Ombudsman

Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the contract 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 calendar 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 s. 55.03, F.S., will be due and payable in addition to the invoice amount.

A Vendor Ombudsman has been established within the DFS. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

4.17 Modifications after Purchase Order

Any changes in the specifications, delivery, quantity, or terms of the executed purchase order or contract must be agreed upon by the Department and the vendor by written change order or contract amendment.

If the vendor requests an equitable adjustment in the price(s) or delivery date(s), that affects the cost or time of performance, such equitable adjustments require the express written approval of the Department's contract manager or designee and a written purchase order or contract amendment.

4.18 No Subcontracting

Contractor agrees that all services to be performed under any awarded contract shall be performed solely by the contractor and may not be subcontracted for or assigned without the prior written consent of the Department, which may be withheld by the Department for any reason or granted subject to contractor's compliance with one (1) or more of the following: (i) Contractor purchasing, at its sole expense, a payment bond in a form and amount that the Department determines to be adequate to protect suppliers of labor and material; (ii) the Department withholding, as retainage, 25% or the highest percent permitted by law, whichever is less, of all payments made to the contractor until contractor submits evidence satisfactory to the Department that all subcontracts and outstanding indebtedness in connection with the services under any awarded contract have been paid for by the contractor; and (iii) contractor disclosing information satisfactory to the Department regarding each subcontractor to perform services under any awarded contract, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the contractor. Contractor shall comply with all laws regarding prompt payment to subcontractors, including Section 287.0585, F.S.

4.19 Annual Appropriation

The state of Florida's and the Department's performances and obligations to pay for services under any contract or purchase order are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement.

Florida Department of Agriculture and Consumer Services

**APPENDIX I
MINIMUM REQUIREMENTS**

The table below reflects the Department’s minimum requirements for OALE uniforms and components. For the blank cells/boxes below, the Department requests vendor to propose items / specifications which must be included on **ATTACHMENT A, PRICE SHEET**, when vendors submit bids.

| Item # | Item Description | Required Brand | Model # | Color | Requirements | Initial Order Quantity | Estimated Annual Quantities |
|---|------------------------------|----------------|--|----------|---|------------------------|-----------------------------|
| Uniforms – Class A & B Offered in both standard and extended sizes | | | | | | | |
| 1 | Men's Class A Long Sleeve | Elbeco | CX360 - 3500N | White | Must have name plate and badge reinforcement sewn in; Must have the Office of Agricultural Law Enforcement patches applied to the shoulder of each sleeve. | 0 | 25-35 per year |
| 2 | Women's Class A Long Sleeve | Elbeco | CX360 - 3530LC | White | | 0 | 25-35 per year |
| 3 | Men's Class A Short Sleeve | Elbeco | CX360 - 3510N | White | Must have name plate and badge reinforcement sewn in; Must have the Office of Agricultural Law Enforcement patches applied to the shoulder of each sleeve | 0 | 25-35 per year |
| 4 | Women's Class A Short Sleeve | Elbeco | CX360 - 3550LC | White | | 0 | 25-35 per year |
| 5 | Class B Short Sleeve | Propper | Summerweight Tactical Shirt F53743C001 | MultiCam | Must have the badge embroidered on the left breast. Must have the Office of Agricultural Law Enforcement Velcro patches applied to the shoulder of each sleeve. | *900 | 200-220 per year |
| 6 | Class B Long Sleeve | Propper | Summerweight Tactical Shirt F53463C001 | MultiCam | Must have the badge embroidered on the left breast. Must have the Office of Agricultural Law Enforcement Velcro patches applied to the shoulder of each sleeve. | **300 | 180-210 per year |
| 7 | Polo | Propper | | Variable | Must have the badge embroidered on the left breast and name and rank on the right breast. | 60 | 25-35 per year |

| Item # | Item Description | Required Brand | Model # | Color | Requirements | Initial Order Quantity | Estimated Annual Quantities |
|----------------------------|----------------------------|-----------------|--|--------------|---|------------------------|-----------------------------|
| 8 | Oxford Short Sleeve | Propper | Revtac 5303 | Variable | Must have the badge embroidered on the left breast and name and rank on the right breast. | 60 | 25-35 per year |
| 9 | Oxford Long Sleeve | Propper | Revtac 5334 | Variable | Must have the badge embroidered on the left breast and name and rank on the right breast. | 60 | 25-35 per year |
| 10 | Men's Class A Pant | Elbeco | CX360 - E3424R | LAPD Navy | | 0 | 25-35 per year |
| 11 | Women's Class A Pant | Elbeco | CX360 - E3434LC | LAPD Navy | | 0 | 25-35 per year |
| 12 | Men's Class B Pant | Propper | Men's Revtac Ripstop Pant F52744236 | Coyote Brown | | 1100 | 25-35 per year |
| 13 | Women's Class B Pant | Propper | Women's Revtac Pant F520350236 | Coyote Brown | | 1100 | 25-35 per year |
| 14 | Tie | Uniform Cravats | 18"-90010-06 20"-90043-061 22"-90063-061 | Navy | Must have 18-inch, 20 inch, and 22 inch options. | 100 | 10-15 per year |
| 15 | Ball Cap | Richardson | Yupoong Classic Retro Truckers 6006 | MultiCam | Must include leather MultiCam colored badge patch attached (see photo) | 250 | 200 per year |
| 16 | Tactical Boot | Viktos | VKT-10093 Johnny Combat Ops | Dark Coyote | Must be 6-inch ankle support height. | 180 | 25-35 per year |
| 17 | Tactical Boot | Viktos | VKT-10090 Wartorn Waterproof Tactical Boot | Coyote Brown | | 180 | 25-35 per year |
| Uniform Accessories | | | | | | | |
| 18 | Collar Insignia (set of 2) | Smith & Warren | 501S | Gold/Rhodium | 3/8" - FDACS | 0 | 10-15 per year |

| Item # | Item Description | Required Brand | Model # | Color | Requirements | Initial Order Quantity | Estimated Annual Quantities |
|--------------------------|---------------------------|----------------|----------------|------------------|--|------------------------|-----------------------------|
| 19 | Rank Insignia | LawPro | Varies by Rank | Gold/ Rhodium | Must have the ability to make and maintain inventory for the following ranks: Officer, Corporal, Sergeant, Lieutenant, Captain, Major, Chief, Lt. Colonel, and Colonel. | 0 | 10-15 per year |
| 20 | Name Plate | Smith & Warren | C558S | Gold/ Rhodium | Must include the State of Florida seal (see photo) | 0 | 25-35 per year |
| 21 | Whistle and Chain | LawPro | | Gold/ Rhodium | | 0 | 10-15 per year |
| 22 | Tie Clasp | Smith & Warren | C510 | Gold/ Rhodium | Must include the State of Florida seal (see photo) | 35 | 10-15 per year |
| 23 | Serving Since Pin | Smith & Warren | C600A | Gold/ Rhodium | | 0 | 25-35 per year |
| 24 | Handcuff Key | | | | | 50 sets | 20-30 sets per year |
| 25 | Trifold Badge Wallet | | | Black | Must be leather and can hold two (2) credential cards with the badge in the middle. | 270 | 25-35 per year |
| Uniform Duty Gear | | | | | | | |
| 26 | Outer Duty Belt | Sentry | Gunnar Assault | Coyote Brown | | 0 | 120 - 150 per year |
| 27 | Inner Duty Belt | Sentry | Gunnar Assault | Coyote Brown | | 0 | 120 - 150 per year |
| 28 | Basketweave Belt | Hero's Pride | 1230WX | Black | | ***270 | 25-35 per year |
| 29 | Handcuff Case | | | Coyote Brown | Must have a hard case with top cover closure and molle attachment. | 0 | 25-35 per year |
| 30 | Basketweave Handcuff Case | Hero's Pride | 1450WA | Black | | ***270 | 25-35 per year |
| 31 | Double Magazine Pouch | Sentry | 25NP04CB | Coyote Brown | | 0 | 25-35 per year |

| Item # | Item Description | Required Brand | Model # | Color | Requirements | Initial Order Quantity | Estimated Annual Quantities |
|--------|-------------------------------------|----------------|----------------------------|--------------|---|------------------------|-----------------------------|
| 32 | Basketweave Magazine Pouch | Hero's Pride | 1432WA | Black | | ***270 | 25-35 per year |
| 33 | Grip Kit | Sentry | 23GP00BK | Coyote Brown | | 0 | 25-35 per year |
| 34 | Basketweave Belt Keepers (set of 4) | Hero's Pride | 1496WB | Black | | ***270 | 25-35 per year |
| 35 | CPR Belt Kit | | | | | 300 | 300 every third year |
| 36 | OC/Defense Spray Case | Sentry | M3 Pepper Spray - 25NP37CB | Coyote Brown | | 0 | 25-35 per year |
| 37 | Basketweave OC / Defense Spray Case | Hero's Pride | 1458WA | Black | | ***270 | 25-35 per year |
| 38 | Basketweave Radio Holder | Sentry | 1440BWA | Black | | ***270 | 25-35 per year |
| 39 | Handcuff Case / Mag Pouch Combo | | | Black | Must be leather and able to fit the Walther Performance Duty Pistol (PDP) 9 mm magazine. | 10 | 5-10 per year |
| 40 | Flashlight Holder | Sentry | 25NP14CB | Coyote Brown | Must be reinforced with rubber padding inside for gripping. | 0 | 25-35 per year |
| 41 | Basketweave Flashlight Holder | Hero's Pride | 1466WA | Black | | ***270 | 25-35 per year |
| 42 | Tourniquet Pouch | | | Coyote Brown | Must be hard surface case compatible with Cat 7 tourniquet that can be mounted to the weapons holster | 220 | 25-35 per year |
| 43 | Holster Accessory mounted | Blackbox | NCP3 Version 1.2 | Black | | 220 | 25-35 per year |

| Item # | Item Description | Required Brand | Model # | Color | Requirements | Initial Order Quantity | Estimated Annual Quantities |
|------------------------|---|----------------|-------------------------------------|------------------|--|------------------------|-----------------------------|
| 44 | Duty Bag (Back-Pack Style) | 5.11 Brand | Tactical Fast-Tac 12 56637-019-1 | Black | | 30 | 60 per year |
| 45 | Duty Bag (Brief case style) | Propper | Patrol Bag F56920A001ONE SZ | Black | | 30 | 60 per year |
| Protective Wear | | | | | | | |
| 46 | Officers Winter Jacket (Inner and Outer) | Elbeco | Shell - SH3209 Outer SH3509 | OD Green | | 220 | 5-10 per year |
| 47 | Command Staff Winter Jacket (Inner and Outer) | Elbeco | Shell - SH3504 Outer SH3204 | Midnight Navy | | 25 | 2-3 per year |
| 48 | Reflective Safety Vest | | | Yellow | | 0 | 5-10 per year |
| 49 | Raincoat/Parka | | | Yellow | Must be hi-vis, yellow with silver reflective striping, must have two (2) pockets, front zipper, pack away hood, lightweight, waterproof, and parka length. | 220 | 25-35 per year |
| Honor Guard | | | | | | | |
| 50 | Pants | | | LAPD Navy | LAPD Navy with Gold Piping on the leg | 8-10 | 8 per year |
| 51 | Jacket | | | LAPD Navy | Must include five (5) buttons, in color LAPD Navy with Gold Piping in the shape of the upside-down V on the cuffs and down the front flap, and a stand-up collar. | 8-10 | 8 per year |
| 52 | Honor Guard Rig | | | Black | Must include basketweave pattern. | 8-10 | 8 per year |
| 53 | Honor Guard Shoulder Braid | | | Gold | | 8-10 | 8 per year |

*The initial order of Class B Short Sleeve will be 750 silver badges with OALE as the rank and 150 gold badges with OALE as the rank.

**The initial order of Class B Long Sleeve will be 200 silver badges with OALE as the rank and 100 gold badges with OALE as the rank.

***The initial order of all basketweave duty gear will be 160 silver/rhodium and 90 gold.

Florida Department of Agriculture and Consumer Services

**APPENDIX II
OALE BADGE**



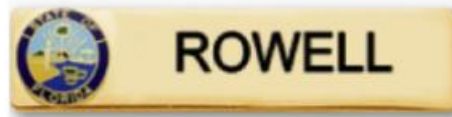
Florida Department of Agriculture and Consumer Services

APPENDIX III
OALE PATCH



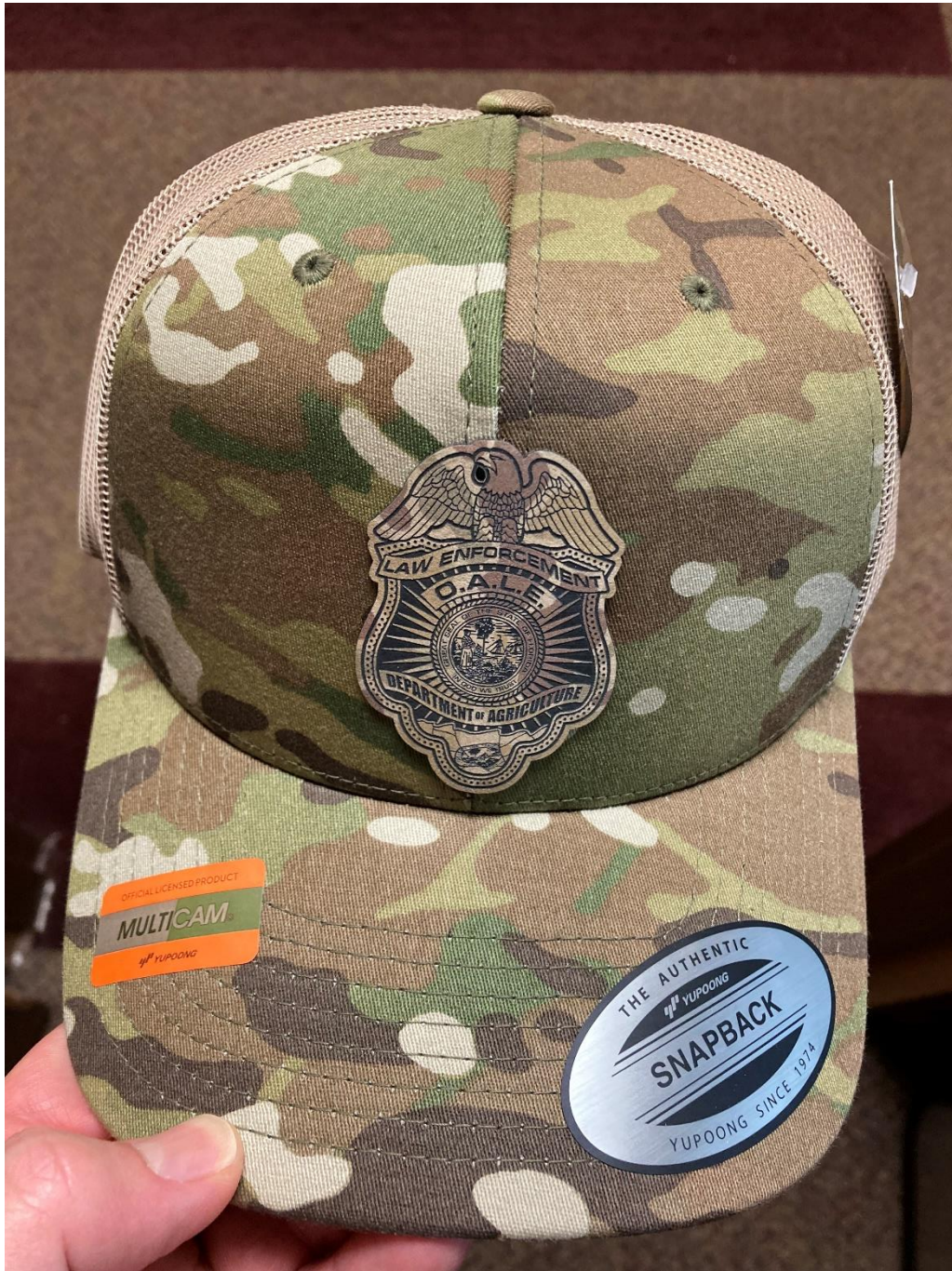
Florida Department of Agriculture and Consumer Services

**APPENDIX IV
OALE NAMEPLATE**



Florida Department of Agriculture and Consumer Services

**APPENDIX V
OALE BALL CAP**



**Florida Department of Agriculture and Consumer Services
ATTACHMENT A
PRICE SHEET**

Vendor pricing must be firm and include all packaging, shipping, and other applicable fees. Vendors shall provide pricing for the items list in the table below which correspond with the APPENDIX I, Minimum Requirements. For line items that do not include the brand or item number specified in the APPENDIX I, Vendors must propose brand / model number / specifications for each item.

| Description of Items | | Unit Cost (Per Item) | Required Brand / Vendor Proposed Brand | Model Number (If applicable) |
|-----------------------------------|--|-------------------------|--|--|
| Uniforms – Class A & B | | | | |
| | Men's Class A – Long Sleeve | \$_____ | Elbeco | CX360 - 3500N |
| | Men's Extended Size Class A – Long Sleeve | \$_____ | Elbeco | CX360 - 3500N |
| | Women's Class A – Long Sleeve | \$_____ | Elbeco | CX360 - 3530LC |
| | Women's Extended Size Class A – Long Sleeve | \$_____ | Elbeco | CX360 - 3530LC |
| | Men's Class A – Short Sleeve | \$_____ | Elbeco | CX360 - 3510N |
| | Men's Extended Size Class A – Short Sleeve | \$_____ | Elbeco | CX360 - 3510N |
| | Women's Class A – Short Sleeve | \$_____ | Elbeco | CX360 - 3550LC |
| | Women's Extended Size Class A – Short Sleeve | \$_____ | Elbeco | CX360 - 3550LC |
| | Unisex Class B – Short Sleeve | \$_____ | Propper | Summerweight Tactical Shirt F53743C001 |
| | Unisex Extended Size Class B – Short Sleeve | \$_____ | Propper | Summerweight Tactical Shirt F53743C001 |
| | Unisex Class B – Long Sleeve | \$_____ | Propper | Summerweight Tactical Shirt F53463C001 |
| | Unisex Extended Size Class B – Long Sleeve | \$_____ | Propper | Summerweight Tactical Shirt F53463C001 |
| | Polo | \$_____ | Propper | |

| Description of Items | | Unit Cost (Per Item) | Required Brand / Vendor Proposed Brand | Model Number (If applicable) |
|----------------------------|--------------------------------------|----------------------|--|-------------------------------------|
| | Polo Extended Size | \$ _____ | Propper | |
| | Oxford Short Sleeve | \$ _____ | Propper | Revtac 5303 |
| | Oxford Extended Size Short Sleeve | \$ _____ | Propper | Revtac 5303 |
| | Oxford Long Sleeve | \$ _____ | Propper | RevTac 5334 |
| | Oxford Extended Size Long Sleeve | \$ _____ | Propper | RevTac 5334 |
| | Men's Class A - Pant | \$ _____ | Elbeco | CX360 - E3424R |
| | Men's Extended Size Class A - Pant | \$ _____ | Elbeco | CX360 - E3424R |
| | Women's Class A - Pant | \$ _____ | Elbeco | CX360 - E3434LC |
| | Women's Extended Size Class A - Pant | \$ _____ | Elbeco | CX360 - E3434LC |
| | Men's Class B - Pant | \$ _____ | Propper | Revtac Ripstop Pant F52744236 |
| | Men's Extended Size Class B - Pant | \$ _____ | Propper | Revtac Ripstop Pant F52744236 |
| | Women's Class B - Pant | \$ _____ | Propper | RevTac Pant F520350236 |
| | Women's Extended Size Class B - Pant | \$ _____ | Propper | RevTac Pant F520350236 |
| | Tie | \$ _____ | Uniform Cravats | 18"-90010-06 |
| | | \$ _____ | Uniform Cravats | 20"-90043-061 |
| | | \$ _____ | Uniform Cravats | 22"-90063-061 |
| | Ball Cap | \$ _____ | Richardson | Yupoong Classic Retro Truckers 6006 |
| | Tactical Boot | \$ _____ | Viktos | Johnny Combat Ops VKT-10093 |
| | Tactical Boot (Waterproof) | \$ _____ | Viktos | Wartorn VKT-10090 |
| Uniform Accessories | | | | |
| | Collar Insignia (Set of 2) | \$ _____ | Smith & Warren | 501S |
| | Rank Insignia | \$ _____ | LawPro | Varies by Rank |

| Description of Items | | Unit Cost (Per Item) | Required Brand / Vendor Proposed Brand | Model Number (If applicable) |
|-----------------------------|-------------------------------------|-----------------------------|---|-------------------------------------|
| | Name Plate | \$ _____ | Smith & Warren | C558S |
| | Whistle and Chain | \$ _____ | LawPro | |
| | Tie Clasp | \$ _____ | Smith & Warren | C510 |
| | Serving Since Pin | \$ _____ | Smith & Warren | C600A |
| | Handcuff Key | \$ _____ | | |
| | Trifold Badge Wallet | \$ _____ | | |
| Uniform Duty Gear | | | | |
| | Outer Duty Belt | \$ _____ | Sentry | Gunnar Assault |
| | Inner Duty Belt | \$ _____ | Sentry | Gunnar Assault |
| | Basketweave Belt | \$ _____ | Hero's Pride | 1230WX |
| | Handcuff Case | \$ _____ | | |
| | Basketweave Handcuff Case | \$ _____ | Hero's Pride | 1450WA |
| | Double Magazine Pouch | \$ _____ | Sentry | 25NP04CB |
| | Basketweave Magazine Pouch | \$ _____ | Hero's Pride | 1432WA |
| | Grip Kit | \$ _____ | Sentry | 23GP00BK |
| | Basketweave Belt Keeper (Set of 4) | \$ _____ | Hero's Pride | 1496WB |
| | CPR Belt Kit | \$ _____ | | |
| | OC/Defense Spray Case | \$ _____ | Sentry | M3 Pepper Spray - 25NP37CB |
| | Basketweave OC / Defense Spray Case | \$ _____ | Hero's Pride | 1458WA |
| | Basketweave Radio Holder | \$ _____ | Sentry | 1440BWA |
| | Handcuff Case / Mag Pouch Combo | \$ _____ | | |

| Description of Items | | Unit Cost (Per Item) | Required Brand / Vendor Proposed Brand | Model Number (If applicable) |
|------------------------|---|----------------------|--|-------------------------------------|
| | Flashlight Holder | \$ _____ | Sentry | 25NP14CB |
| | Basketweave Flashlight Holder | \$ _____ | Hero's Pride | 1466WA |
| | Tourniquet Pouch | \$ _____ | | |
| | Holster Accessory mounted | \$ _____ | Blackbox | NCP3 Version 1.2 |
| | Duty Bag (Back-Pack Style) | \$ _____ | 5.11 Brand | Tactical Fast-Tac 12 56637-019-1 |
| | Duty Bag (Brief case style) | \$ _____ | Propper | Patrol Bag F56920A001ONESZ |
| Protective Wear | | | | |
| | Officers Winter Jacket (Inner) | \$ _____ | Elbeco | Shell SH3209 |
| | Officers Extended Size Winter Jacket (Inner) | \$ _____ | Elbeco | Shell SH3209 |
| | Officers Winter Jacket (Outer) | \$ _____ | Elbeco | Outer SH3509 |
| | Officers Extended Size Winter Jacket (Outer) | \$ _____ | Elbeco | Outer SH3509 |
| | Command Staff Winter Jacket (Inner) | \$ _____ | Elbeco | Shell SH3504 |
| | Command Staff Extended Size Winter Jacket (Inner) | \$ _____ | Elbeco | Shell SH3504 |
| | Command Staff Winter Jacket (Outer) | \$ _____ | Elbeco | Outer SH3204 |
| | Command Staff Extended Size Winter Jacket (Outer) | \$ _____ | Elbeco | Outer SH3204 |
| | Reflective Safety Vest | \$ _____ | | |
| | Reflective Safety Vest Extended Size | \$ _____ | | |
| | Raincoat/Parka | \$ _____ | | |
| | Raincoat/Parka Extended Size | \$ _____ | | |

| Description of Items | Unit Cost (Per Item) | Required Brand / Vendor Proposed Brand | Model Number (If applicable) |
|--|-------------------------|--|---------------------------------|
| Honor Guard | | | |
| Pants | \$ _____ | | |
| Pants Extended Size | \$ _____ | | |
| Jacket | \$ _____ | | |
| Jacket Extended Size | \$ _____ | | |
| Honor Guard Rig | \$ _____ | | |
| Honor Guard Shoulder Braid | \$ _____ | | |
| Grand Total Firm Fixed Price (Sum of all Items) | | \$ _____ | |
| Specialty Orders Percentage Discount Rate | | _____ % | |

By affixing signature to this PRICE SHEET, vendor acknowledges reading and agrees to accept all terms, provisions and conditions contained in this Invitation to Bid.


VENDOR NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____

***NOTE:** *If outside of the state of Florida, attach a written opinion of an attorney, per Section 287.084, F.S., and "THE FLORIDA BASED BUSINESS PREFERENCE" section of the bid document. Failure to submit this letter will result in disqualification of the bid.*

**ATTACHMENT B
ACKNOWLEDGEMENT FORM**

| | |
|---|---|
|  | <p>FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES INVITATION TO BID</p> |
| Agency Release Date: (DAY, DATE) | SUBMIT REPLY TO: Florida Department of Agriculture and Consumer Services Office of General Services - Purchasing Office 407 South Calhoun Street – Mayo Building, Room SB-8 Tallahassee, Florida 32399-0800 |
| FDACS BID Number: ITB OALE 23 24 90 | |
| Bid Due: (DAY, DATE) | Solicitation Title: Office of Agricultural Law Enforcement Uniforms and Components |
| Bid Opening Date and Time: (DAY, DATE and TIME) | |
| **Bidder Name: | |
| **If a fictitious name is used, include registered name (i.e. XYZ, Inc. DBA ABC) | |
| Vendor Mailing Address: | *Authorized Signature (Manual) |
| City, State, Zip: | *Typed Name and Title of Authorized Agent *This individual must have the authority to legally bind the vendor to a contractual obligation. By submission of a signature on the response, the vendor certifies that they comply with all terms and conditions contained herein. |
| Phone Number: | |
| Toll Free Number: | |
| Fax Number: | |
| Email Address: | |
| FEID Number: | |
| Type of Business Entity (Corporation, LLC, partnership, etc.): | |
| BIDDER CONTACTS: Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule. | |
| PRIMARY CONTACT: | SECONDARY CONTACT: |
| Contact Name, Title: | Contact Name, Title: |
| Address: | Address: |
| Phone Number: | Phone Number: |
| Fax Number: | Fax Number: |
| Email Address: | Email Address: |

**Florida Department of Agriculture and Consumer Services
Division of Administration**



**WILTON SIMPSON
COMMISSIONER**

**ATTACHMENT C
CERTIFICATION REGARDING SCRUTINIZED COMPANIES**

| Certification Regarding Scrutinized Companies that Boycott Israel List and Engage in a Boycott of Israel | |
|---|-------|
| <p>I, _____ (Enter Name of Authorized Representative), as the authorized representative of _____ (Enter Legal Name of Contractor), (the "company") hereby certify that, the company has reviewed and complies with Section 287.135, Florida Statutes, and certify the company:</p> <ol style="list-style-type: none"> 1. Is not listed on the Scrutinized Companies that Boycott Israel list and 2. Does not participate or engage in a boycott of Israel. <p>The List of Scrutinized Companies that Boycott Israel can be located on the State Board of Administration of Florida's website at https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx</p> <p>I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Company to civil penalties, attorney's fees and other penalties and consequences as provided by Section 287.135, Florida Statutes.</p> | |
| Signature of Authorized Representative: | Date: |
| Certification Regarding Scrutinized Companies with Activities in Sudan and Iran Terrorism List | |
| <p>I, _____ (Enter Name of Authorized Representative), as the authorized representative of _____ (Enter Legal Name of Contractor), (the "company") hereby certify that, the company has reviewed and complies with Section 287.135, Florida Statutes, and certify the company:</p> <ol style="list-style-type: none"> 1. Is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List. <p>The Scrutinized List of Prohibited Companies can be located on the State Board of Administration of Florida's website at https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx</p> <p>I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the Company to civil penalties, attorney's fees, and other penalties and consequences as provided by Section 287.135, Florida Statutes.</p> | |
| Signature of Authorized Representative: | Date: |

**Florida Department of Agriculture and Consumer Services
Division of Administration**



**WILTON SIMPSON
COMMISSIONER**

**ATTACHMENT D
CERTIFICATION REGARDING LOBBYING; DEBARMENT,
SUSPENSION AND OTHER
RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL
FUNDS LOBBYING**

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over \$100,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over \$25,000 involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

FDACS-01522 01/21

**Florida Department of Agriculture and Consumer Services
Bureau of General Service**



**WILTON SIMPSON
COMMISSIONER**

**ATTACHMENT E
DRUG-FREE WORKPLACE PROGRAM - VENDOR
CERTIFICATION**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

Florida Department of Agriculture and Consumer Services



WILTON SIMPSON
COMMISSIONER

ATTACHMENT F
TERM AGREEMENT

This TERM AGREEMENT ("Agreement"), made and entered into this ___ day of _____, 20___ by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES ("DEPARTMENT") and _____ ("CONTRACTOR").

WHEREAS, the DEPARTMENT issued Invitation to Bid No. ITB OALE 23 24 90 (the "ITB") for the procurement of certain law enforcement uniforms and components (collectively, "Products"), as more particularly described therein;

WHEREAS, the CONTRACTOR submitted a proposal in response to the ITB (the "Bid");

WHEREAS, the parties wish to enter into this Agreement to establish their respective rights and obligations with respect to the purchase and sale of the Products.

ACCORDINGLY, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Products

CONTRACTOR agrees to sell the Products and DEPARTMENT agrees to buy the Products, each in accordance with the terms and conditions of this Agreement. CONTRACTOR shall coordinate all Products sold to the DEPARTMENT with the DEPARTMENT's designated contract manager as set forth in Section XI below.

II. Initial Agreement Term

This Agreement will be effective upon being fully executed and will be in effect for a period of three years, unless terminated earlier, extended, or renewed in accordance with the terms hereof.

III. Renewal Term

Upon mutual written agreement, the parties may renew this Agreement for three (3), one-year renewals on the same terms and conditions as set forth herein.

IV. Extension Term

Upon mutual written agreement, the parties may extend this Agreement on the same terms and conditions as set forth herein for a single period of no more than six months.

V. Agreement Documents

The following documents are incorporated into and made a part of this Agreement, which in case of conflict will have the following order of precedence:

- This Agreement,
- The ITB and all attachments and addenda thereto,
- [FDACS-01341 Terms and Conditions](https://forms.fdacs.gov/01341.pdf) (available at <https://forms.fdacs.gov/01341.pdf>),
- The Vendor's Bid and all attachments thereto, and
- The Vendor's Attachment A, Price Sheet.

CONTRACTOR agrees to sell the Products to the DEPARTMENT at the prices set forth on Attachment A, Price Sheet attached hereto.

This Agreement (inclusive of any terms incorporated by reference) constitutes the entire understanding between the parties regarding the purchase and sale of the Products and supersedes all previous oral and written communications, representations, and agreements on this subject.

VI. Purchase Order(s)

CONTRACTOR shall not provide any Products until the DEPARTMENT issues a purchase order ("PO") to the CONTRACTOR setting forth the item, quantity, size, delivery, and invoice location for the specific Product(s) the DEPARTMENT intends to purchase. The DEPARTMENT will not be accountable for any Product provided prior to the DEPARTMENT's issuance of a PO for such Product. DEPARTMENT's execution of this Agreement does not obligate the DEPARTMENT to issue any POs to the CONTRACTOR.

VII. Termination

This Agreement may be terminated by either party for its convenience upon giving 30 days written notice to the other party. Further, if CONTRACTOR breaches any of the terms of this Agreement or fails to satisfactorily perform hereunder, then the DEPARTMENT shall have the right to provide CONTRACTOR with written notice of such breach or failure and the opportunity to cure same within a specified time period as determined by the DEPARTMENT. If the breach or failure is not cured to the DEPARTMENT's satisfaction within the time period specified in the notice, then the DEPARTMENT shall have all rights and remedies provided at law or in equity, including the following:

- a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR;
- b) Assess a financial consequence for non-performance equivalent to 10% of the total invoice amount. If the deficiency is subsequently resolved in writing by the parties, the CONTRACTOR may invoice the DEPARTMENT for the retained amount during the next billing period. If the CONTRACTOR is unable to resolve the deficiency, the funds will be forfeited; and
- c) Wholly or partly suspend or terminate this Agreement.

VIII. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the CONTRACTOR, governmental entities may be permitted to make purchases under the terms and conditions contained herein. Non-DEPARTMENT purchases are independent of this Agreement, and the DEPARTMENT shall not be a party to any transaction between the CONTRACTOR and any other governmental entity.

State of Florida agencies wishing to make purchases from this Agreement are required to follow the provisions of Section 287.042(16), Florida Statutes, and Rule 60A-1.045, Florida Administrative Code. 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. CONTRACTOR is authorized to provide any and all necessary information and documentation as it pertains to this Agreement as requested by a State of Florida agency to assist in this approval process.

IX. Independent Contractor

The CONTRACTOR is an independent contractor and not an employee of the DEPARTMENT. DEPARTMENT shall not assume any liability for the acts and omissions of the CONTRACTOR, its affiliates, officers, directors, employees, agents, subcontractors, representatives, and successors.

X. Amendments

No amendment to this Agreement will be effective unless it is in writing and signed by both parties.

XI. Notices

All notices under this Agreement must be in writing and delivered by email to the address of the party's contract manager set forth below. The notice will be deemed to have been received when the party to which the email message is addressed acknowledges (by notice in accordance with this paragraph) having received that email message, with a read receipt or an automatic reply not constituting acknowledgment of an email message for purposes of this paragraph. If the sender of a notice in accordance with paragraph receives a machine-generated message that delivery has failed, or if the sender does not receive an acknowledgement in accordance with paragraph, that notice will nevertheless be deemed to have been received when originally sent by email if no more than five business days later the sender delivers a tangible copy of that notice to the physical address below with end-to-end tracking and all fees prepaid.

If to DEPARTMENT:

If to CONTRACTOR:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

DEPARTMENT

CONTRACTOR

**FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

DRAFT