

ALTERNATE CONTRACT SOURCE NO. 53102702-15-ACS
Uniforms and Clothing Apparel
VF Imagewear, Inc.
Department of Environmental Protection
Department of Environmental Protection Contract No.: RP760

This Alternate Contract Source Agreement (ACS) is made and entered into as of the last date signed below by and between the State, Department of Management Services (Department) and VF Imagewear, (Contractor).

1. Authority

- 1.1 The State of Florida (“State”) Department of Management Services (“Department” “DMS”) is authorized by subsection 287.042(16), Florida Statutes, “to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract.”
- 1.2 The Department of Environmental Protection (DEP) competitively procured Uniforms and Clothing Apparel and awarded contract RP760 to VF Imagewear. The Department has evaluated the Authorized Contract, together with any amendments and exhibits thereto, and hereby acknowledges in writing that use of the Authorized Contract is cost-effective and in the best interest of the State.
- 1.3 Therefore, the Department enters into this alternate contract source agreement (“ACS Agreement”) with VF Imagewear, (“Contractor”).

2. Definitions

- 2.1 ACS Agreement – The agreement between the Department and the Contractor, consisting of this document and documents listed below, by which the Contractor agrees to provide Uniforms and Clothing Apparel to Customers under the terms and conditions contained in the Authorized Contract, as well as terms and conditions contained in this document and Exhibits A through D:
 - 2.1.1 Exhibit A: Technical Specifications
 - 2.1.2 Exhibit B: Uniform and Clothing Apparel Specifications
 - 2.1.3 Exhibit C: State of Florida Pricing
 - 2.1.4 Exhibit D: Preferred Pricing Affidavit
- 2.2 Agency – An entity within the executive branch of State government, as described in subsection 287.012(1), Florida Statutes.
- 2.3 Authorized Contract – the contract between the DEP and VF Imagewear
- 2.4 Contractor – VF Imagewear
- 2.5 Customer – an Agency that purchases Uniforms and Clothing Apparel under the ACS Agreement.

- 2.6 Eligible Users – all governmental agencies, as defined in section 163.3164, Florida Statutes, which have a physical presence within the State of Florida and any independent, nonprofit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools (Rule 60A-1.005, Florida Administrative Code).
- 2.7 State – the State of Florida.

3. Purpose and Scope of Use

- 3.1 The Purpose of this ACS Agreement is to acquire Uniforms and Clothing Apparel for use by Eligible Users.
- 3.2 Eligible Users (“Customers” or a “Customer”) may purchase Uniforms and Clothing Apparel from this Agreement pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

4. Term and Renewal

- 4.1 Term: This ACS Agreement shall become effective on **July 1, 2015** or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, currently effective through **June 30, 2020**, unless terminated earlier by DEP. In addition to the rights contained in the Authorized Contract, the Department reserves the right to terminate this ACS Agreement, effective upon reasonable notice.
- 4.2 Renewal: Upon agreement of the parties, this ACS Agreement maybe renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this ACS Agreement, and any amendments.

5. Authorized Contract Terms, Exhibits and Amendments Incorporated into the ACS Agreement

- 5.1 All Authorized Contract terms, exhibits, and amendments are hereby incorporated into the ACS Agreement as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS Agreement, unless modified in writing by the parties.
- 5.2 All modifications to the Authorized Contract shall be automatically incorporated into the ACS Agreement.

6. Terms Supplemental to the Authorized Contract

- 6.1 Form PUR 1000, General Contract Conditions

This form is incorporated by reference and may be downloaded and viewed at: <http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>. If a conflict exists between the Authorized Contract and the General Contract Conditions, the Authorized Contract shall take precedence over the General Contract Conditions unless the conflicting term in the General Contract Conditions is required by Florida law, in which case the General Contract Conditions term will take precedence.
- 6.2 Purchase Order Limitations

Terms and conditions inconsistent with or contrary to the terms and conditions of the ACS Agreement and the Authorized Contract shall not be added to or incorporated into the ACS Agreement or the Authorized Contract by any subsequent purchase order or otherwise; any attempts to add or incorporate such terms and conditions shall be null and void.

6.3 Purchase Orders

In order to purchase products and services from the Authorized Contract, Customers shall issue purchase orders referencing this ACS Agreement. Customers are responsible for reviewing terms and conditions of this ACS Agreement and the Authorized Contract. The Department is not a party to any purchase order issued by a Customer.

6.4 Contractor Pricing

Contractor pricing discounts are listed in Exhibit C to this ACS Agreement for use by customers in procuring Uniforms and Clothing Apparel under this Agreement.

6.5 Employment Eligibility Verification

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of staff assigned by the Contractor to work in the United States and to provide services to Agencies during the ACS Agreement term. The Contractor shall include in agreements with Subcontractors a requirement that Subcontractors providing temporary staff to the Contractor utilize the E-Verify system to verify the employment eligibility of all such staff.

6.6 Preferred Pricing

The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision contained in the General Contract Conditions (PUR 1000), Paragraph 4(b), appended as Exhibit D.

6.7 Scrutinized Company List

In executing this ACS, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this ACS for cause if the Contractor is found to have submitted a false certification, or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the ACS.

6.8 MyFloridaMarketPlace Registration

In order to complete any transaction authorized by this ACS Agreement, Contractor must be registered in MyFloridaMarketPlace. All transactions are subject to a transaction fee pursuant to Rule 60A-1.031, Florida Administrative Code.

6.9 Transaction Fee Report

Contractor is required to submit monthly Transaction Fee Reports in electronic format. Transaction Fee Reports shall be submitted in accordance with the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website, located at <http://dms.myflorida.com/mfmp>. Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

6.10 Electronic Invoice

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MyFloridaMarketPlace (MFMP). Contractor agrees, upon Department's request, to establish electronic invoicing within 90 days of written request. Electronic invoices shall be submitted to the Customer through the Ariba Network (AN) in one of three mechanisms as listed below.

6.10.1 cXML (commerce eXtensible Markup Language)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.

6.10.2 EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

6.10.3 PO Flip via Ariba Network

The online process allows suppliers to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

6.10.4 For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

6.10.5 The Contractor will work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

6.11 Purchasing Card Program

The Contractor must accept universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa), but this is not the exclusive method of payment (e.g., purchase order). The method of ordering and payment (e.g., purchase order, Purchasing Card) shall be selected by the Eligible User.

The State of Florida has implemented a purchasing card program, using the Visa platform. Contractors may receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory but is not the exclusive method of payment. The State reserves the right to change the platform as necessary. The State will not fill out any Contractor forms or contracts in association with the Contractor accepting a purchasing card payment. Contractors are not allowed to charge a fee for accepting a purchasing card payment. Surcharges or convenience fees are prohibited. Fees shall not be charged for using a purchasing card unless the fees are charged for all methods of payment (cash, check, debit cards, vouchers, etc.), and must be approved by the Eligible User prior to order acceptance.

On-line billing or payment systems maintained by the Contractor will not store the card holder's account number and expiration date for re-use. Card holders will provide the Contractor with card account information at each transaction.

6.12 Lobbying

Contractor shall comply with sections 11.062, Florida Statutes and 216.347, Florida Statutes, which prohibit the use of state funds to lobby the Legislature, Judiciary, or state agencies.

6.13 Payments by the State

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

Payment shall be made in accordance with section 215.422, Florida Statutes. Interest penalties for late payment are available subject to the provisions in section 215.422, Florida Statutes. A vendor ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at (850) 413-5516.

6.14 Legal Venue

The exclusive venue of any legal or equitable action, to which the Department is a party that arises out of or relates to this ACS Agreement, shall be the appropriate administrative forum or State court in Leon County, Florida. For any legal, administrative or equitable action that arises out of, or relates to, this ACS Agreement, Florida law shall apply and Contractor waives any right to a jury trial.

6.15 Notices

Contract notices may be delivered in accordance with section 38, General Contract Conditions, Form PUR 1000, the Authorized Contract or by email to the contact person as identified in section 7.0 below.

6.16 Reporting

In addition to any reports required by the Authorized Contract, the Contractor shall submit a quarterly report in the required format electronically to the Department's Contract Manager within 30 days of the end of the quarter. The Department reserves the right to require the Contractor to provide additional reports within 30 days of written notice. Failure to provide the quarterly report or other reports requested by the Department may result in the Contractor being found in default and may result in termination of the ACS Agreement. Initiation and submission of the quarterly report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. Should no sales be recorded in two consecutive contract quarters, the Department may terminate the ACS Agreement. The reporting periods coincide with the State of Florida's fiscal year which is July 1st through June 30th of each year. The quarters are divided as follows:

- 1st Quarter – July 1st through September 30th
- 2nd Quarter – October 1st through December 31st
- 3rd Quarter – January 1st through March 31st
- 4th Quarter – April 1st through June 30th

Quarterly Sales Report. The following data must be reported electronically to the Department on a quarterly basis using a Contract Sales Summary form supplied to the contractor by the Department's Contract Manager. The electronic report shall include:

- Contractor's Company Name,
- Contractor's Company Address,
- Reporting Period,
- Contractor's Company Contact Person with email address and phone number
- Excel report itemizing each purchase for the period that includes columns for the following information: Part Number/SKU, Item Description/Service Name, Item Category, Item Family, Product Description, Customer Name, Commodity Code (if available), Unit of Measure, Unit of Measure Description, Volume/Quantity, Order Date, Ship Date, List Price, Contract Price, and Additional Fields (if needed).

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and the ACS Agreement terminated.

6.17 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority, women, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the

State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department, sales with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each agency ordering under the terms of this Contract.

6.18 Public Records

6.18.1 Access to Public Records

The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a), Florida Constitution or section 119.07(1), F.S. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section.

6.18.2 Redacted Copies of Confidential Information

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Contractor must – upon request, provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled “Confidential.” The redacted copy should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

6.18.3 Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as “Confidential” are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor’s responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled “Confidential” (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its determination that the redacted

portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

6.18.4 Indemnification for Redacted Information

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

6.19 Security and Confidentiality

6.19.1 The Contractor shall ensure that confidential or exempt information is protected from disclosure in accordance with Florida law.

6.19.2 The Contractor shall comply with the accessibility standards stated in section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794(d)), including regulations set forth under 36 C.F.R. part 1194, and sections 282.601-606, Florida Statutes.

6.19.3 At the expiration of the ACS Agreement, the Contractor shall return all Department or Customer information to the Department or Customer in a usable format to be agreed upon by the Department, Customer, and Contractor.

6.19.4 At the expiration of the ACS Agreement and after all federal and state record retention requirements have been met, the Contractor shall destroy and render unrecoverable all remaining Department or Customer information and certify in writing to the Department or Customer that these actions have been taken. Contractor shall adhere to the information destruction standards established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>

6.19.5 The first sentence of section 33, General Contract Conditions, PUR 1000 is replaced by the following: The Contractor shall comply fully with all security procedures of the Customer, including those adopted pursuant to section 501.171, Florida Statutes, and Chapter 71A-1, Florida Administrative Code, in performance of the Purchase Order. The warranties of this paragraph shall survive the ACS Agreement. If the Customer's security procedures in place as of the effective date of the Purchase Order materially change, then the Customer shall promptly notify the Contractor, and the Contractor and the Customer shall negotiate an amendment to the Purchase Order to address the change in procedures.

6.20 Compliance with Laws

The Contractor shall comply with all laws, Florida Administrative Code rules, ordinances, and licensing requirements applicable to the conduct of its business within the State, including those of federal, state, and local governmental entities

having jurisdiction and authority. By way of non-exhaustive example, Chapter 287, Florida Statutes, and Chapter 60A-1, Florida Administrative Code, govern the ACS Agreement. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws may be grounds for termination of the ACS.

The Contractor also shall be governed by and shall not act inconsistently with sections 119.07 and 119.0701, Florida Statutes, regarding public records (all data or information furnished by the Department or State of Florida are state data and records), and section 501.171, Florida Statutes, regarding data security and records maintenance. Any maintenance, support, notice, self-training, certification, audit, review or other provisions contained in Purchase Orders, or additional terms and conditions incorporated into those agreements, that do not comply with Florida law shall not apply to this ACS Agreement.

7. Contract Management

- 7.1 The Department employee responsible for maintaining the contract file for this ACS Agreement is:

Karla Dixon, Contract Manager/Purchasing Analyst
FL Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Ste. 370
Tallahassee, FL 32399-0950
Telephone: (850) 487-2304
E-mail: Karla.Dixon@dms.myflorida.com

- 7.2 The Department may unilaterally appoint a different Contract Manager to the ACS Agreement. Said action shall not constitute or require an amendment to the ACS Agreement. Any communication to the Department relating to the ACS Agreement shall be addressed to the Contract Manager.
- 7.3 The Contractor shall assign one individual to serve as the designated contact person for this ACS Agreement. All questions and Customer service issues concerning this ACS Agreement shall be directed to the Contractor's designated contact person. It will be the designated contact person's responsibility to coordinate with necessary Customer personnel as required to answer questions and resolve issues. The Contractor must provide written notice to the Department if a new employee is designated as the contact person for this ACS Agreement within 5 business days of the change.

- 7.4 The Contractor employee responsible for maintaining the contract file for this ACS Agreement is:

Paul Handley, Contract Manager
VF Imagewear, Inc.
545 Marriott Drive
Nashville, TN 37214
(615) 656-5109
Paul_handley@vfc.com

8. Consequences for Non-performance

8.1 Financial Consequences

In accordance with section 287.058(1)(h), Florida Statutes, Customers must apply financial consequences if the Contractor fails to perform in accordance with the ACS Agreement or Customer Purchase Order(s). Customer Purchase Order(s) will include financial consequences for non-performance. Financial consequences for non-performance shall not be considered penalties.

8.2 Contractor Event of Default

Any non-performance by the Contractor, which is not cured within a specified period after receipt of written notice thereof by the State may constitute a default. At the State's exclusive discretion, the period afforded for cure may be extended so long as Contractor institutes satisfactory performance and thereafter diligently and continuously pursues satisfactory performance.

8.3 State Remedies

Upon the occurrence of a default on the part of the Contractor, the State is entitled to remedies as stated in rule 60A-1.006, Florida Administrative Code, without limitation as to the State's pursuit of other remedies at law or equity.

8.4 State Event of Default

The State's failure to perform or delay in performing any of the its responsibilities under this ACS will not constitute grounds for termination of the ACS Agreement, or Purchase Order(s), or other means of purchase, by the Contractor except for a failure by the State to timely pay amounts due and owing after a reasonable time to cure and agreement by the State.

9. Exhibits to the ACS Agreement

9.1 All terms and conditions contained in Exhibits A through D are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS Agreement, unless modified in writing by the parties. The Exhibits are:

9.1.1 Exhibit A: Technical Specifications

9.1.2 Exhibit B: Uniform and Clothing Apparel Specifications

9.1.3 Exhibit C: State of Florida Pricing

9.1.4 Exhibit D: Preferred Pricing Affidavit

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date signed by both parties below.

State of Florida
Department of Management Services:

VF Imagewear:

By: _____

By: _____

Name: Chad Poppell

Name: _____

Title: Secretary


Title: _____

Date: _____


Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date signed by both parties below.

State of Florida
Department of Management Services:

By: 
Name: Chad Poppell
Title: Secretary
Date: 7/29/15

VF Imagewear:

By: 
Name: Jim TEUNEY, VP SALES
Title: Secretary or designee
Date: 6-23-2015