



**State Term Contract
No. 53100000-20-1
For
Clothing: Purchase, Rental, and Cleaning**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and **Heatherdale Stitchery** (Contractor), with its principal place of business at 4650 Ridge Pointe Drive, Pace, FL 32571, collectively referred to herein as the "Parties."

WHEREAS, pursuant to RFP No. 08-53100000-F, the Contractor was awarded to provide clothing for purchase for the following Group(s): **C**.

ACCORDINGLY, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three (3) years. The Initial Contract Term shall begin on October 1, 2020, or on the last date it is signed by all Parties, whichever is later. The Contract shall expire on September 30, 2023 unless terminated earlier in accordance the Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated exhibits and attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All exhibits and attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract exhibits and attachments shall have priority in the order listed:

- a) Exhibit A, Special Contract Conditions (formerly RFP No: 08-53100000-F, Attachment C)

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- b) Exhibit B, Scope of Work (formerly RFP No: 08-53100000-F, Attachment A, as amended in Addendum No. 2)
- c) Exhibit C, Contractor’s submitted Cost Proposal for each awarded Category(ies) and Group(s) (formerly RFP No: 08-53100000-F, Attachment E)
- d) Exhibit D, Contractor’s submitted Technical Proposal

IV. Contract Management.

Department’s Contract Manager:

Christia Nunnery
 Division of State Purchasing
 Florida Department of Management Services
 4050 Esplanade Way, Suite 360.9Y
 Tallahassee, Florida 32399-0950
 Telephone: (850) 488-8367
 Email: Christia.Nunnery@dms.myflorida.com

Contractor’s Contract Manager:

Linda R. Oneill
 Heatherdale Stitchery
 4650 Ridge Pointe Drive
 Pace, FL 32571
 Telephone: (585) 747-1395
 Email: linda@heatherdalestitchery.com


IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated exhibits and attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

HEATHERDALE STITCHERY

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:


95FD755C4ED34E8
Linda R. Oneill
Owner

DocuSigned by:


991458A211104A3...
Tami Fillyaw
Chief of Staff

9/25/2020 | 12:25 PM EDT

Date:

9/27/2020 | 10:58 AM EDT

Date:

**EXHIBIT A
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION**

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.



Division of State Purchasing
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Tallahassee, FL 32399-0950
850-488-8440

Ron DeSantis, Governor
Jonathan R. Satter, Secretary

Exhibit B

Scope of Work

1. Purpose

To provide the purchase, rental, and/or cleaning of Clothing for Customers statewide pursuant to the terms set forth in this Scope of Work.

2. Definitions

Business Day – Each day during which the State or its agencies are open for business, from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Category – The section that classifies Products for Purchase, Rental and Cleaning, Rental Only, or Cleaning Only.

Clothing – Apparel and accessories for apparel. The terms “Clothing,” “Products,” and “Items” can be used interchangeably.

Commodity Code(s) – The State of Florida numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Customer(s) – State Agencies, as defined in section 287.012, F.S., and Eligible Users, as defined in Rule 60A-1.001, F.A.C. If authorized in writing by the State Agency or Eligible User, Customer(s) shall also include employees or authorized representatives placing individual orders on their own behalf of a State Agency or Eligible User, ~~if authorized in writing by the State Agency or Eligible User; employees or authorized representatives may act as a~~ Customer(s) for purchase of clothing, but not for rental and/or cleaning services.

Contractor – The business entity that is awarded a Contract.

Dress Shirt – A button-up shirt with a collar and wrist cuffs. Typically has a collar stand and collar, or banded collar.

Embellishment(s) – A decorative detail or feature added to Clothing. Embellishments may include, but are not limited to, Embroidery, Patches, Name Tape, Heat Press Printing, and Screen Printing.

Emblem(s) – The image of an object that is related to the Customer. An Emblem can be used as a Logo, part of a Logo, or not used in one at all.

Embroidery – A type of Embellishment added to Clothing by using a needle to apply thread or yarn to the fabric. Embroidery may feature, but is not limited to: Emblems, Logos, or text.

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Fitter Line – A set of sample Clothing of all available sizes which is used by the Customer to determine the appropriate size when ordering Clothing.

Group – A collection of required Products for Clothing Purchase, Rental and Cleaning, Rental Only, or Cleaning Only.

Heat Press Printing – A method of printing in which a heat press is used to apply heat and pressure for a period of time.

High-Visibility Clothing – Clothing that is highly luminescent and/or has a color that is easily discernible from any background; may include reflective fabric or features, as required by the Specification Sheet for a Group.

Logo(s) – A graphic representation or symbol adopted by the Customer, often uniquely designed for ready recognition. Logos may include, but are not limited to, Emblems or text.

Manufacturer's Suggested Retail Price (MSRP) – The Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific commodities or services without benefit of the Contract. It must be publicly listed, available, and verifiable by the Department.

Name Tape – An embroidered piece of fabric that features text (e.g., an individual's name). Name Tape may be sewn onto Clothing or affixed to Clothing using a hook-and-loop fastener, as requested by the Customer. The terms "Name Tape" and "Name Strip(s)" can be used interchangeably.

Patch(es) – An embroidered piece of fabric that may feature, but is not limited to: Emblems, Logos, or text. Patches may be sewn onto Clothing or affixed to Clothing using Velcro, a hook-and-loop fastener, etc., as requested by the Customer.

Polo Shirt – A Polo Shirt has a collar, a placket neckline with two or three buttons, and an optional pocket.

Producer Price Index (PPI) – A measure, calculated and published by the U.S. Department of Labor, Bureau of Labor Statistics, of the average change over time in the selling prices received by domestic producers for their output.

Retail Price – The retail price paid for commodities and services by the general public without the benefits of discounts and/or a contracted price.

Seasonal Color – A color for a Product that is available from a manufacturer or retailer during a select time of the year and may not be available for Customers during the entirety of the Contract term.

Screen Printing – A method of printing in which ink is forced through a piece of mesh stretched over a frame.

Special Clothing – Clothing requested by the Customer that is outside the range of sizes, hems, and alterations required and listed on the Cost Proposal and/or specification sheet(s). There shall be no extra charge or markup for sizes, hems, or alterations specifically required for

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each Product by the Specification Sheet for each Group. The Contractor may add up to a three (3) percent markup for sizes, hems, or alterations that are not specifically required by the Specification Sheet, as agreed upon by the Contractor and the Customer at the time of the order.

Specification Sheet(s) – A collection of required Products and minimum requirements and/or materials; each Group has an associated Specification Sheet, the link to which is accessible in Attachment E – Cost Proposal.

State – The State of Florida.

Utility Pants – A high rise pant with a straight leg and patch pockets.

Work Shirt – A heavy-duty shirt worn for manual labor.

3. Delivery

For purchased Products, delivery shall be Freight on Board (F.O.B.) throughout the State of Florida to all Customers. The Contractor is responsible for all delivery charges. Delivery of all clothing shall be within twenty (20) calendar days after **Contractor's** receipt of the Customer order. **An order for a Product in a Seasonal Color or an order for** Special Clothing shall be delivered within thirty (30) calendar days after **Contractor's** receipt of the Customer order. Any return costs associated with Products received that do not comply with the specifications listed in the Customer's Order and the Cost Proposal and the associated Specification Sheet(s) shall be the responsibility of the Contractor. The Contractor shall notify the Customer of any potential delivery delays within three (3) Business Days of the **Contractor's receipt of the Customer's** order date.

4. Inventory

The Contractor shall be required to carry an adequate stock of purchased or rented Clothing in the styles, material, colors, and sizes of Products listed in the applicable Group(s), as awarded, on the Cost Proposal. The Contractor shall be required on an ongoing basis to communicate with Customers to inquire about their Clothing usage needs and adjust its inventory stock to meet the Customer's needs.

5. Product Availability

For all awarded Groups, if purchased or rented Products for the Group(s) listed on the Cost Proposal are not available, the Contractor shall notify the Customer in writing within three (3) calendar days of receiving the Customer order and offer an equivalent or superior Product option to the Customer, at no additional cost, which is subject to the Customer's approval.

6. Fittings

Upon Customer request, the Contractor will be required to provide Fitter Lines for purchased or rented Products at no cost to the Customer. **The Customer will determine which Clothing items will be needed in the Fitter Lines and the Customer will determine where the Fitter Lines will be sent. The Department encourages Customers to determine a centralized location for Fitter Lines when possible.** Customer may keep the Fitter Lines at Customer's location and will be returned to Contractor, at no cost to the Customer, when the Customer's need for the provided Fitter Line has concluded. Alternatively, the Contractor may travel to the Customer location(s) upon the Customer's request to conduct fittings. The Customer will also have the option to travel to the Contractor's location to be fitted.

7. Labeling

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All purchased or rented Products must have a label permanently affixed to them giving the wash and care instructions and must show the lot number, size, fiber content, and wool products labeling (WPL) or registered identification number (RN) number of the Product. The labels for permanent press or fine washables shall reflect specific washing and care instructions applicable to the garment type.

8. Embellishments

The Contractor is responsible for acquiring or creating, pursuant to the Customer's provided design, Embellishments for the Contractor's awarded Group(s). The Contractor shall, pursuant to the Customer's request, apply an Embellishment to Clothing pursuant to the Customer's specifications which shall be included in the Embellishment prices shown on the Cost Proposal. The Customer shall furnish the Contractor with the Embellishment requirements, including placement. Embellishment applications shall meet industry standards and shall be applied in accordance with the Customer requirements as to location and layout. Contractor shall verify requirements with the Customer prior to processing all orders. If the Contractor is awarded a Contract for Groups for Clothing Purchases, Customers shall have the ability to purchase separate Embellishments (i.e., not affixed to clothing) as needed and in accordance with the price listed on the Cost Proposal. A pre-production sample of each Embellishment may be requested by the Customer. All threading and coloring used to apply an Embellishment shall conform with the Customer's specifications and shall be consistent for uniformity purposes, unless otherwise specified by the Customer. Any inconsistencies between the Customer's specifications or this Scope of Work and the delivered Product identified by the Customer shall be replaced at the sole cost of the Contractor except for Special Clothing, including all delivery and shipping costs (for purchases) or delivery and pickup costs (for rentals). The Customer will provide the Contractor with any Embellishment modifications at the time of the order (for Clothing purchases) or at least thirty (30) calendar days in advance (for Clothing rentals).

9. Fabric and Warranty

All purchased or rented Products shall be of good quality, new, free from defect, and carry the industry warranty for each specified Product. Seams tearing, gathering of fabric, or puckering of clothing after wear or use shall not be acceptable. All fabric shall meet the standard shrinkage allowance of a maximum of three (3) percent, be resistant to the color fading or running (color fastness), be guaranteed washable, and be free from defect. Purchased or rented Products must be fully warranted against defects for a minimum of 60 calendar days after receipt by the Customer. Upon a Customer's request, the Contractor shall provide one quarter yard of the specified fabric prior to manufacturing for Customer testing purposes.

10. Artwork and Stitch Files

All artwork and stitch files, whether the original, edited, modified, or created for the purposes of this Contract, shall be the property of the Customer. Any additions, revisions, or deletions to artwork and stitch files must have the prior written approval of the Customer. The Contractor shall make the stitch files and artwork readily available to the Customer upon request, at no cost to the Customer.

11. Cost Proposal Specifications and Equivalent

All Clothing provided by the Contractor must meet the applicable Group specifications; however, where the Group specification sheet indicates an equivalent of a Product is permissible, the Contractor may provide an equivalent Product. An equivalent Product, as referenced in the Group specification sheet(s), is one that meets or exceeds the applicable specifications as set forth in the Cost Proposal. **Where a listed color specification is not offered by the manufacturer, and an equivalent Product is permissible, an equivalent Product includes an alternate color that**

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is similar in tone, shade, or hue to the listed color specification. Seasonal Colors not available for the entirety of the Contract term will be offered to Customers when available. A color discontinued by a manufacturer and not available from a third-party seller shall be deemed to be an inapplicable specification.

12. Silence of Specifications

Where the Contract is silent on specifications regarding the provision of goods or services contemplated in the Contract, the Contractor shall use the best commercial practices and only materials and workmanship of first quality are to be used.

13. Returns and Restocking Fees**For Clothing purchases:**

For returns that meet one or more of the following conditions, the Contractor shall provide a full monetary credit to the Customer equal to the purchase price for the returned item(s) by the Customer:

- All unused merchandise;
- Merchandise delivered to Customer that is damaged and/or defective;
- Merchandise returned within thirty (30) calendar days of delivery; and
- Merchandise that is not considered Special Clothing.

The Contractor will not impose on the Customer any additional costs, including shipping costs or a restocking fee, for inventory that is returned in accordance with this section. For Customer returns that do not meet the requirements set forth in this section, the Contractor may only impose a restocking fee, which shall be no greater than 10% of the price paid by the Customer for the Product(s) that requires restocking, and standard shipping costs to return the Product.

14. Exchanges**For Clothing purchases:**

- The Contractor will not impose on the Customer any additional costs, including shipping costs or a restocking fee, for inventory that is returned and exchanged for another Product within (30) thirty calendar days of delivery.
- For Customer exchanges beyond thirty (30) calendar days of delivery, restocking fees shall be no greater than 10% of the price paid by the Customer for the Product(s) that requires restocking, and standard shipping costs.
- Exchanges are not allowed for Special Clothing.

15. Replacements**For Clothing purchases:**

If Clothing purchases do not comply with the specifications contained in the Specification Sheet(s) or Customer's order, or if the item is damaged, frayed, stained, or appears to have lost color fastness, the Contractor shall replace the Product(s) at no additional cost to the Customer, or the purchase price shall be refunded to the Customer. The refund or the delivery of the replacement Product(s) shall be made within thirty (30) calendar days following the Customer's notification to the Contractor at no cost to the Customer.

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If the Customer determines the rented Clothing does not conform with the Customer's order and the specifications contained in the Specification Sheet(s), or if an item is damaged or frayed, stained, or losing color fastness, the Customer will provide the Contractor with written notice and the Contractor must provide the Customer with a replacement that conforms with the Customer's order and the specifications contained in the Specification Sheet(s), within two Business Days. For a Product that is delivered but is damaged or non-conforming to the Customer's order(s) or Specification Sheet(s), the Contractor will be required to pay all costs associated with the replacement. During the Rental, if a Customer **loses or** damages a Product, the Contractor cannot charge the Customer more than the actual purchase or replacement cost of the **lost or damaged** Product.

For Cleaning:

For any clothing that the Customer determines was damaged while in the Contractor's possession, the Contractor shall provide an exact replacement of the damaged item (or an acceptable substitution, as agreed upon by the Customer) or reimburse the Customer for the replacement cost of the damaged item, as determined by the Customer. The Contractor must provide the Customer with a replacement or reimbursement within two Business Days following the Customer's notification to the Contractor that the item was damaged. All costs associated with replacing or reimbursing the Customer will be the sole responsibility of the Contractor.

16. Rentals

For those Groups where the Contractor was awarded a Contract for Clothing Rental, the Contractor shall provide rental services as requested by the Customer in accordance with the terms set forth in this SOW. The Contractor shall provide the following for all rentals:

- Ensure all Products are in excellent condition and free of defect;
- Provide Embellishments on Products, as requested by the Customer;
- Provide a sample of each Product as requested by the Customer to be reviewed and approved prior to delivery of rented Products; and
- Deliver Clothing that conforms to the applicable Group specifications as listed in Contractor's Cost Proposal and the Customer's order specifications. Contractor shall be responsible for keeping all uniforms in good condition and shall inspect all items prior to delivery.

17. Cleaning for Clothing Rental and Cleaning, Clothing Rental Only, or Clothing Cleaning Only

The Contractor shall pick up, clean, and deliver all Clothing to the Customer's location(s) within the timeframe specified by the Customer and on a Business Day. The Contractor shall remove all visible stains and odors from the Clothing and shall use industry standard sanitary methods for cleaning all Products.

18. Pick-Up and Delivery Process and Locations for Clothing Rental and Cleaning, Clothing Rental Only, or Clothing Cleaning Only

The Contractor shall pick up soiled Clothing and deliver cleaned and pressed Clothing at the Customer's specified location, date, and time and on a Business Day. The Customer will

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determine the schedule for pick-up and delivery. The Contractor is required to count all Clothing upon pick-up and delivery. At the time of delivery, Products will be subject to examination and inspection by the Customer before final acceptance. The Contractor shall notify the Customer via email or by phone if the driver will arrive more than thirty (30) minutes late to the location.

19. Operations

For all awarded Categories and Group(s), the Contractor(s) shall provide sufficient, qualified personnel to carry out the services of the Contract, including providing support to Customers.

Contractor staff shall be available each day during which the State and its Agencies are open for business, from 8:00 a.m. to 5:00 p.m., Monday through Friday (except State holidays) to serve as point(s) of contact for any Customer Contract support, **including any Customer requests to obtain a quote prior to submitting an order.**

Holidays

The Contractor shall provide Customers all commodities and services during Business Days. The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday.

Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's agreement and/or purchase order.

20. Purchasing Card

The State has implemented a purchasing card program using the Visa platform. The Contractor may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card/Visa acceptance for purchase is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its Purchasing Card platform during the term of Contract, the Contractor shall make any necessary changes to accommodate the State's new Purchasing Card platform within 30 calendar days of notification of such change.

21. Punchout Catalog and Electronic Invoicing

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The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

Through utilization of the punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products and services. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products and services) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products and services are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may be required to invoice electronically pursuant to guidelines of the Department or the specific Customer. Electronic invoices may be submitted to an agency through the Ariba Network (AN) in one of three mechanisms as listed below. The Contractor may select the method that best meets its capabilities from the following list:

- **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 Ariba Network (AN) for catalog and non-catalog Products and services. The cXML format is the Ariba preferred method for elnvoicing.
- **EDI (Electronic Data Interchange)**
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog Products and services.
- **PO Flip via ASN**
The online process allows suppliers to submit invoices via the AN for catalog and non-catalog Products and services. Suppliers have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the purchase order into an invoice. This option does not require any special software or technical capabilities.

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. The Contractor will work with the MFMP management team to obtain specific requirements for the punchout catalog and electronic invoicing.

22. Contractor Catalog

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Customers can purchase Products for awarded Group(s) and Category(ies) from the Contractor's catalog located on the Contractor's website. For Products that are not specifically listed on the Contractor's Cost Proposal, the Contractor must provide Customers with the applicable discount off MSRP or discount off Retail Price, as listed in the Contractor's Cost Proposal. Customers can negotiate greater discounts.

23. Contract Reporting

The Contractor shall report information on orders received from Customers associated with this Contract. No price increases will be considered for any Contractor who has outstanding reports or any other documentation required under this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due dates
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period
Ad-Hoc Reports to Customer or Department	Contract Term	Within timeframe identified by requestor
Preferred Pricing Affidavit (see "Preferred Pricing" section of the "Special Contract Conditions" attachment)	Annual	Contract Anniversary Date
Proof of Insurance (see "Liability and Insurance" section of the "Special Contract Conditions" attachment)	Annual	Prior to Contract execution and upon insurance policy renewal

24. MFMP Transaction Fee Report

The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

25. Quarterly Sales Reports

The Contractor shall submit a quarterly sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after close of each quarter. The

EXHIBIT B

quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Failure to provide the quarterly sales report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 15 calendar days after the close of the period

Quarter 2 – (October-December) – due 15 calendar days after the close of the period

Quarter 3 – (January-March) – due 15 calendar days after the close of the period

Quarter 4 – (April-June) due 15 calendar days after the close of the period

26. Diversity Report

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

27. Ad-hoc Report

The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

28. Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

29. Financial Consequences

Financial Consequences will be assessed for failure to timely perform or submit a report as required by the Contract and shall be paid via check or money order in US Dollars, and made out to the Department of Management Services or the specific Customer, where applicable. Financial consequences will be assessed daily for each individual failure until the performance or submittal

EXHIBIT B

is accomplished to the Department's or Customer's satisfaction. For the submissions of reports, financial consequences will apply to each target period beginning with the first full month or quarter of the Contract's performance and each month and quarter thereafter.

Performance Metric	Description	Frequency	Financial Consequences for Non-Performance
Submission of complete and accurate Quarterly Sales Report to the Department's Contract Manager	Submit Quarterly Sales Report fifteen (15) calendar days after close of the reporting period	Each quarter	\$250 for each Calendar Day late
Submission of complete and accurate MFMP Transaction Fee Report to the Department's Contract Manager	Submit MFMP Transaction Fee Report fifteen (15) calendar days after close of the reporting period	Each month	\$100 for each Calendar Day late
Timely delivery of purchased clothing	Delivery of purchased clothing shall be within twenty (20) calendar days after receipt of the order and shall be within thirty (30) calendar days after receipt of the order for special clothing <u>or for a Product in a Seasonal Color.</u>	As ordered by Customers	5% reduction in invoiced amount, for each Calendar Day late
Timely pick-up and delivery for clothing rentals	Pick-up and delivery of rentals within the timeframe specified by the Customer.	As ordered by Customers	10% reduction in invoiced amount, for each Business Day late

EXHIBIT B

Timely pick-up and delivery for cleaned and pressed clothing	Pick-up of soiled clothing at the Customer's specified location, date, and time and delivery of cleaned and pressed clothing pick-up within the timeframe specified by the Customer.	As ordered by Customers	10% reduction in invoiced amount, for each Business Day late
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The Department and Customers reserve the right to, in addition to withholding payment, implementing other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract. These consequences for nonperformance shall not be considered penalties.

30. Price Adjustments – Renewal Period Only

For the renewal period, the initial renewal prices will be the prices specified as the renewal prices on the Cost Proposal; however, the renewal prices may be adjusted no earlier than twelve (12) months after the start date of the renewal period and, thereafter, no earlier than twelve (12) months after the effective date of the previous price adjustment. Price increases must be supported by a change in the Producer Price Index (PPI) for the Series ID(s) shown in the table below. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at <http://www.bls.gov/data/>.

Group	Series ID	Product
Purchase, Rental <u>and</u> Cleaning, and Rental <u>Only</u>	315	Apparel manufacturing
Cleaning <u>Only</u>	N/A	N/A

The change in PPI for the first price adjustment after the start date of the renewal term shall be determined using the PPI for the month in which the start date of the renewal period began and the latest available non-preliminary PPI at the time of the price adjustment request (a preliminary PPI is indicated on the BLS website with a "(P)" notation). The change in PPI for second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the Contract Manager detailing the reason(s) for the request; an increase in the PPI is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in PPI or three percent (3%), whichever is less. The percent change in PPI shall be calculated using the following formula:

$$\frac{(B - A)}{A} = Z$$

Where:

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A = earliest PPI (PPI at time renewal period began or previous price adjustment)
B = latest PPI (latest available non-preliminary PPI at time of price adjustment request)
Z = percent change in PPI

The Department reserves the exclusive right to approve or deny any price adjustment request. Price adjustments will not be considered for any Contractor with any contractual non-performance issues including, but not limited to, outstanding fees or monies due under this Contract or overdue reports or documentation including, but not limited to, a Quarterly Sales Report or an MFMP Transaction Fee Report. Price adjustments are effective only upon written approval by the Department and may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

EXHIBIT D

Technical Proposal

EXPERIENCE:

Heatherdale Stitchery is a woman-owned-and-operated business in Pace, Florida located in the Florida Panhandle established in 2007. We offer high-quality embellishments, embroidery and monogramming services to small and medium-sized businesses, community organizations, sports teams, and medical and dental practices in Florida, New York State and to individuals in the US and Canada.

We are certified in Florida and New York We have a customer base of over 130 and sales last year in excess of \$60k. When in New York State we were the sole provider of embroidered garments for Scrubs and Beyond providing quality, competitive pricing and quick turnaround to the Rochester NY area hospitals.

As the business grew, we also adopted modern technologies so we can keep up with the latest trends in the industry. At present, we utilize Tajima equipment, the industry leader in commercial embroidery machines. We use either our own extensive stock of designs or our customers' original graphics to produce high quality embellishments at market rates.

We use only the highest quality embroidery backing and polyester or rayon thread from Madeira, the largest embroidery supplier in world.

We have corporate vendor accounts with all the large clothing supply houses in the US including SanMar, Alpha-Broder, Blue Generation, Tactical Gear, and Otto and Richardson Caps. Heatherdale Stitchery receives lowest price points from these companies due to our excellent credit rating and volume purchasing.

SanMar has a distribution center in Jacksonville and for items that need embellishments they are received by our company the next day if ordered by 3:00CST. This allows for timely addition of any needed embellishments. Clothing that does not need embellishments will be shipped directly to your Florida location.

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For my current customers that are not local, we utilize a spreadsheet form that lists all the information easily and accurately since only the garments they can choose from are on the form.

SPALL MANAGEMENT ORDER SHEET		Phone number 585.802.5950 spallmanagement.com					
120 Corporate Woods		Attn. Scott					
HEATHERDALE STITCHERY						DATE SENT:	
Scan and email to Linda@heatherdalestitchery.com						APPROVED:	
Phone number 585.747.1395						EMPLOYEE NAME	
Embroidery added - \$5							
Turnaround <2 weeks if garments available							
ITEM	ORDER NUMBER	QUANTITY	COLOR	SIZE	PRICE	EMBROIDERED YES/NO	SPECIAL INSTRUCTIONS
CARGO SHORTS - UNDER W44	PT66		Black		\$ 25.00		
CARGO SHORTS- W44 THROUGH W50	PT66		Black		\$ 30.00		
JACKETS - Port Authority - 3 in one ranger jacket - XS - XL	j310		Black		\$ 99.00		
JACKETS - Port Authority - 3 in one ranger jacket - 2xl - 4xl	j310		Black		\$ 104.00		
JACKETS - North End 88159	88159		black		\$ 95.00		
POLO SHIRTS XS - XL	K100		Gusty Grey		\$ 15.00		
POLO SHIRTS 2xl - 6xl	K100		Gusty Grey		\$ 20.00		
Work Shirts - long sleeved	SP14		Grey		\$ 25.00		
Work Shirts - long sleeved 2xl - 6xl	sp14		Grey		\$ 30.00		
CARGO PANTS - ALL SIZES	PT88		Black		\$ 29.00		
PULLOVER HOODIES - XS THROUGH 4XL	F281		Black		\$ 32.00		
OVERALLS - BERNE INSULATED BLACK S - 2XL	Berne		Black		\$ 99.00		
OVERALLS - BERNE INSULATED BLACK 3xl - 4xl (Come in Short, regular or tall)	Berne		Black		\$ 109.00		
HATS - Winter fleece	hd101		Black		\$ 7.00		
HATS - Winter knit	hd102		Black		\$ 7.00		
BASEBALL CAPS - Flex Fit - breathable	hd 103		Black		\$ 9.00		
Baseball Caps - Adjustable band	hd104		Black		\$ 7.00		

For the garments that will be coming from SanMar, we will create a simple web access for your employees to log in and choose only the items allowed per the bid. Once the order is complete, it will be sent to me for ordering and processing. Below is a link to a sample website that will be created for the State of Florida. <https://www.companycasuals.com/onlinecompanystore/start.jsp>

Heatherdale Stitchery has all the required tax certificates on file for the State of Florida and pays our Sales and Use tax on a quarterly basis.

Why Choose Heatherdale Stitchery

- **We Are Skilled in Our Craft**

We can turn any .jpg photo into intricately designed embroidery, stitched on the garment of your choice. When working on your item, we use multiple design software tools, and we always keep in mind that anything less than perfect is not acceptable.

EXHIBIT D

We also offer design services. Simply send us your idea, and our team will come up with a design that matches what you have envisioned.

- **We Are Committed to Customer Satisfaction**

Your satisfaction is our priority. For this reason, we work hard to offer you high-end products with realistic designs that will give you the best value for your money. Trust that we will provide you with customized service before, during, and after the sale.

Before delivering our project, we will first get your approval on the design. This is our way of making sure that everything is done to your satisfaction. If you are not happy with your current vendor, you can bring us the design. We will modify it according to your preferences and provide quick turnaround as well.

- **We Handle Small and Large-Scale Projects**

Other embroidery houses do not want to take on small jobs and their turnaround time can run for weeks, causing customer frustration and dissatisfaction. However, at Heatherdale Stitchery, we do things differently. Whether you place an order for a few pieces of items or in bulk, we will handle with care and professionalism.

- **We Have Fast Turnaround**

We pride ourselves on being able to meet deadlines all the time. When you work with us, you can be confident that you will get the designed garment or the item you ordered within the specified time frame.

- **We Have Competitive Pricing**

We offer our services at best pricing available.

What Our Customers Say

"Hi, I got the patch of the Silver Fox and it is beautiful. I have seen embroidered Silver Fox before but yours is by far the best one I have seen. The silvering is perfect."

Ruth

Heatherdale Stitchery pays attention to detail. We have a logo that has been done by several Companies in Rochester NY. Their work doesn't compare to Linda O'Neill's experience and talent. We have continued our relationship with Heatherdale Stitchery though they have moved from Rochester to Florida. Our orders are still on time but we miss seeing Linda dropping off our orders. Thank you Linda

Oldham Gryska Agency , 1567 East Henrietta Rd, Rochester NY 14623, 585-292-9610

EXHIBIT D



DeGraaf Electrical Service
Lighting up the Dark

3881 PH.: grace@degraafelectrical.com
Wilkes (850)
885

Let us brighten up your day

Dear Sir or Madam,

DeGraaf Electrical Service is a locally owned company that strives for excellence in quality of work and presentation. As such, it is important to us that our technicians look the part. When Mrs. Oneill of Heatherdale Stitchery, who is a customer of ours, approached us regarding providing uniform shirts for our technicians, we were happy to give her our business knowing, as a result of our previous encounters providing electrical work at her home, that she would be reliable

The quality of work was excellent and the uniform shirts turned out exactly as we hoped they would. The work was completed in a timely fashion and the invoicing was handled efficiently and conveniently. We will continue to use Heatherdale Stitchery for our uniforms in the future.

Sincerely,
Grace Lowery
Operations Manager
Phone: (850) 995-4227
Email: grace@degraafelectrical.com
Www.degraafelectrical.com



DeGraaf Electrical Service
Let us brighten up your day 

EXHIBIT D

QUALITY:

For Group's C, E, H, Heatherdale Stitchery has chosen a limited number of suppliers who were able to match the garment descriptions as requested in the RFP. We did not bid on the other groups since Columbia products have limited suppliers and securing comparable quality is difficult. Heatherdale Stitchery wanted to provide the exact product description, clothing quality, material and size choices you requested. The suppliers we will be using are SanMar, Tactical Gear, Edwards and Blauer. All embellishments will be created in house per the specifications. The design work will be done by Quality Punch located in California and edited in Pace Florida by Heatherdale Stitchery. All design work will have samples submitted for approval prior to embellishments being added. Pantone colors will be matched wherever possible.

In the event that a garment is defective, a replacement will be provided at no cost per the contract requirements. If a particular garment or size/color is not available, Heatherdale Stitchery will inform the customer and offer alternative garments.

RECAP:

As a woman-owned business and certified in Florida, we look forward to working with the State in meeting its clothing and embellishment needs.

Let Us Put Our Expertise to Work for You

Email: linda@heatherdalestitchery.com

url: www.heatherdalestitchery.com

Facebook: [Heatherdale Stitchery](#)

Phone: [\(585\) 747-1395](tel:(585)747-1395) (Mobile)

Phone; (850) 889-4231 (Office)