



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
 1509 West 7th Street, Room 300
 Little Rock, Arkansas 72201-4222

INVITATION FOR BID
BID SOLICITATION DOCUMENT

| SOLICITATION INFORMATION | | | |
|--------------------------|-----------------------|----------------------|------------|
| Bid Number: | SP-21-0004 | Solicitation Issued: | 08/05/2020 |
| Description: | Police Uniforms | | |
| Agency: | Arkansas State Police | | |

| SUBMISSION DEADLINE | | | |
|---|------------|-------------------|-------------------------|
| Bid Opening Date: | 08/26/2020 | Bid Opening Time: | 2:00 p.m., Central Time |
| Sealed bids must be delivered to the Office of State Procurement before the bid opening time and on or before the bid opening date. Sealed bids are opened contemporaneously at the bid opening time. Late bids shall be rejected as untimely. See section 1.2 for information regarding Live Bid Openings. | | | |

| DELIVERY OF RESPONSE DOCUMENTS | |
|--|--|
| Delivery Address and Bid Opening Location: | Office of State Procurement 1509 West 7 th Street, Room 300 Little Rock, AR 72201-4222 Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries. |
| Bid's Outer Packaging: | Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Prospective Contractor's name and return address |

| OFFICE OF STATE PROCUREMENT CONTACT INFORMATION | | | |
|---|---|------------------------------|--------------|
| OSP Buyer: | Jonathan Love | Buyer's Direct Phone Number: | 501-683-6636 |
| Email Address: | Jonathan.love@dfa.arkansas.gov | OSP's Main Number: | 501-324-9316 |
| OSP Website: | https://www.transform.ar.gov/procurement/ | | |

SECTION 1 – REQUIREMENTS

- **Do not** provide responses to items in this section unless specifically and expressly required.

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) on behalf of the Arkansas State Police (ASP) to obtain pricing and a contract for Police Uniforms (Uniforms).

1.2 LIVE BID OPENING

See instructions below to view the bid opening online.

Zoom Meeting Link: <https://arkansas-gov.zoom.us/j/99975503901?pwd=WW9CdHRMMEdrUIFpQXZhVU9LVG13UT09>

Meeting ID: 999 7550 3901

Meeting Password: 293733

Dial-In Information: 877 853 5257 US Toll-free
888 475 4499 US Toll-free

1.3 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before August 14, 2020 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on August 18, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.4 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.

Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

“Bid Submission Requirement” means a task a Prospective Contractor must complete when submitting a bid response. These requirements will be distinguished by using the term “shall” or “must” in the requirement.

“Contractor” means a person who sells or contracts to sell commodities and/or services.

“Inside Delivery Service” means delivery to a building with or without an accessible dock where the product ordered is brought into the building by the delivery driver to certain rooms or areas.

The terms “Invitation for Bid”, “IFB”, “Bid Solicitation”, and “Solicitation” are used synonymously in this bid.

“Prospective Contractor” means a person who submits a bid in response to this solicitation.

“Requirement” means a specification that a Contractor’s product and/or service must perform during the term of the contract. These specifications will be distinguished by using the term “shall” or “must” in the requirement.

“Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

“State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

“Standard Alterations” means the alterations the Contractor makes to the newly ordered Uniform(s) in accordance with the pre-order fitting measurements taken by the Contractor and all alterations the Contractor makes to Uniforms as required by and specified in this IFB including but not limited to attaching patches, emblems and service stars.

“Special Alterations” means the personalized alterations the Contractor makes to newly ordered Uniform(s) as requested by an Arkansas State Trooper or other Arkansas State Police Personnel at the time of the pre-order fitting or during the contract term(s), such as altering the Uniform to provide a tighter or looser fit in the sleeve and are in addition to the Standard Alterations.

“Standard Repairs” means repairs the Contractor makes to Uniforms as needed due to faulty manufacturing processes, damages occurring during shipping, or other situations not due to normal wear and tear or abuse.

“Special Repair” means repairs the Contractor makes to Uniforms as needed due to normal wear and tear and/or abuse.

1.5 PROSPECTIVE CONTRACTOR QUALIFICATIONS

A. At the time of bid submission, the Prospective Contractor **shall** have the capability to begin producing the Uniforms required by this IFB.

1. The Prospective Contractor **shall** provide its manufacturer’s catalog as evidence Uniforms are currently commercially produced with bid response.

- B. The Prospective Contractor **shall** have previously supplied or **shall** be currently supplying Uniforms similar in quality and quantity to what is required by this IFB to a minimum of three (3) private and/or public sector clients.
1. If requested prior to award, the Prospective Contractor **shall** provide ASP with references from a minimum of three (3) of the Prospective Contractor's current or previous clients. At a minimum, the reference **must** include information regarding the quality and quantity of Uniforms provided. References provided **must** be on the original letterhead of the company providing the reference and **must** be sealed.
- C. The State reserves the right to make whatever investigation is necessary to determine whether the apparent successful Contractor meets the minimum qualifications in this IFB.

1.6 QUALITY

The Contractor **shall** provide Uniforms that are of excellent quality in both workmanship and durability and that meet or exceed industry standards and the Requirements of this IFB.

1.7 SIZE TAG, CARE INSTRUCTIONS, AND CONTENTS

The Contractor **shall** provide Uniforms that include permanent sewn in labels containing size and care instructions.

1.8 PRE-ORDER FITTINGS AND STANDARD ALTERATIONS

- A. The Contractor **shall** perform pre-order fittings as requested by ASP during the contract term(s). Currently, pre-order fitting sessions are conducted twice per year but may be conducted at any time during the contract term(s).
- B. At a minimum, the Contractor **shall** take the following measurements for each ASP Personnel being pre-fitted for a Uniform:
1. Neck Measurements
 2. Chest Measurements
 3. Sleeve Measurements
 4. Waist Measurements
 5. Hip Measurements
 6. Inseam Measurements
- C. The Contractor **shall** alter Uniforms in accordance with the pre-fitting measurements taken by the Contractor at the time of the pre-order fitting session, or other time as requested by ASP, and **shall** consider all alterations required by the pre-fitting measurements taken to be a Standard Alteration.
- D. The Contractor **shall** consider all alterations required by and specified in this IFB including but not limited to attaching patches, emblems, and service stars as a Standard Alteration.
- E. The Contractor **shall** include the costs of Standard Alterations in the unit price of the Uniforms on the *Official Bid Price Sheet*. The Contractor **shall not** invoice ASP any additional costs for Standard Alterations.

- F. The Contractor **shall not** make any substitutions or changes to the Uniforms design, brand, and other Requirements without prior written approval from ASP.

1.9 SPECIAL ALTERATIONS AND SPECIAL REPAIRS

- A. The Contractor **shall** provide Special Alterations consisting of personalized and specialized alterations requested by an Arkansas State Trooper or other Arkansas State Police Personnel during the contract term(s).
1. Special Alterations **must** be in addition to the Standard Alterations required by this IFB and includes alterations such as providing a tighter or looser fit in the sleeve.
 2. Special Alterations are typically determined and requested during the pre-order fitting sessions but may be requested at any time during the contract term(s).
- B. The Contractor **shall** provide ASP Personnel with Special Repairs to Uniforms as requested during the contract term(s) such as those repairs that may be needed due to normal wear and tear or abuse.
- C. The Contractor **shall** complete the Special Alterations (those requested after the initial pre-order fitting session) and/or Special Repairs and ship the completed Uniforms back to ASP Personnel within seven (7) calendar days of receiving the Uniforms.
- D. Costs associated with Special Repairs and Special Alterations are the sole responsibility of the ASP Personnel member making the request. The Contractor **shall not** invoice ASP for costs associated with Special Alterations and Special Repair requests.

1.10 SAMPLES

- A. The Office of State Procurement and Arkansas State Police reserve the right to request samples prior to contract award. If requested, the Prospective Contractor **shall** supply one (1) sample of each Uniform item to OSP prior to award and within the timeframe specified in the request.
- B. The samples, if requested, **must** meet the Requirements of this IFB and **must** be approved by ASP prior to award.
- C. If conducted by ASP, the Contractor **shall** incur the cost for all testing of their sample garments.

1.11 ESTIMATED QUANTITY AND ORDERING

- A. The quantity of Uniforms included in this IFB and on the *Official Bid Price Sheet* is estimated for contract bidding purposes only and may vary according to ASP's needs. ASP may require more or less during the term of the contract.
- B. ASP anticipates a minimum order on each Uniform item per year as follows:
1. Class A Long Sleeve Shirt: 120
 2. Class B Short Sleeve Shirt: 120
 3. Uniform Trouser: 160
- C. Orders placed against this contract will be in the form of a written purchase order and on an as needed basis.

1.12 CLASS A LONG SLEEVE SHIRT REQUIREMENTS

A. The Contractor **shall** provide class A long sleeve shirts that **must** meet the following general construction, design, and Standard Alteration Requirements specified in this section and **must** apply to both men's and women's class A long sleeve shirts.

1. Material:

- a. Raeford Mills style # 3933-114.
- b. 10-10.5 ounce 3-ply tropical weave.
- c. 55/45 Poly / Wool.
- d. Color: French Blue.

2. Shirt Front **must** have:

- a. Left front to have a self-fabric center pleat approximately one and one half (1-1/2) inches wide starting from the collar band to the bottom of the shirt.
- b. Two (2) rows of double stitching with inside stitching measuring approximately seven eighths (7/8) inches apart.
- c. Center pleat interlined with poly-cotton Viking Press canvas.
- d. Right front to have an approximately two (2) inch turn back to create a self-fly approximately seven eighths (7/8) inches wide which will serve as a metal button guard for metal buttons.
- e. Right front edge stitched approximately one sixteenth (1/16) inches.
- f. Right front self-fly to have approximately two and one half (2-1/2) inch cut buttonholes spaced approximately three and one half (3-1/2) inches apart and bar stacked between buttonholes.

3. Zipper Front

- a. Approximately twelve (12) inch functional brass zipper.
- b. Front to contain two (2) functional metal buttons, three (3) non-functional metal buttons, and one (1) functional bone button below the zipper.
- c. All non-functional buttonholes cut approximately one fourth (1/4) inch to accept metal button shank.
- d. Zipper to start between the second and third button from the top, not counting the collar.
- e. Two (2) buttons to be functional and the bottom three (3) buttons to be non-functional yet cut one fourth (1/4) inch to accept the metal button shank.

4. Cloth Emblems

- a. The Contractor **shall** furnish the cloth emblems and apply them on the class A long sleeve shirts as requested by ASP.

- b. Regulation full color Arkansas State Police logo emblems sewn on both shoulders and centered below the epaulet approximately one and one half (1-1/2) inches down from the shoulder seam. (See *Attachment A for ASP's current logo emblem*)
5. Service Stars
 - a. The Contractor **shall** furnish and apply the service stars on the the class A long sleeve shirts as requested by ASP.
 - b. Five (5) pointed and approximately three fourths (3/4) inch from tip to tip on an approximately two (2) inch wide background of royal blue material which matches the royal blue on the trouser stripes.
 - c. Senior Corporals and below to have silver stars.
 - d. Sergeants and above to have yellow gold stars.
 - e. Top and bottom edge of the background material spaced approximately one half (1/2) inch above and below the stars.
 - f. Stars spaced approximately one sixteenth (1/16) inch from center to center.
 - g. Bottom edge of the background material spaced approximately one (1) inch above the cuff.
 - h. Single point of the star pointed upward.
 - i. Outer edge of the background material sewn on the left shirt sleeve immediately to the right of the sleeve crease.
 - j. Entire field on one piece of material. (See *Attachment B for an example of ASP's current service stars*)
 - k. Each star represents five (5) years of commissioned Arkansas State Police service, and new stars will be added at the completion for each five (5) years of commissioned service.
 6. Badge Tab
 - a. Badge tab over the left breast pocket to measure approximately one (1) inch wide and approximately two and one fourth (2-1/4) inches long.
 - b. Top stitched and centered over the left breast pocket approximately one (1) inch above the top of left breast pocket flap.
 - c. Two (2) metal eyelets measuring approximately one fourth (1/4) inches apart and centered.
 7. Name Plate
 - a. Self-cloth approximately one half (1/2) inch by three (3) inches, centered approximately three eights (3/8) inch above the right pocket flap, and stitched to the underneath side.
 8. Shirt Back

- a. Double stitched pointed yoke to finish approximately five (5) inches at the center and approximately five (5) inches at each shoulder seam.
- b. Yoke is lined with matching seventy (70) denier nylon taffeta.

9. Collar

- a. Dress collar with neckband.
- b. Fastened with a single button.
- c. Collar and neckband interlined with poly-cotton Viking Press canvas.
- d. Permanent plastic collar stays sewn in to prevent stitching from showing on the outside of the collar.
- e. Neckband lined with matching seventy (70) denier nylon taffeta and finished with three (3) rows of stitching on the inner collar neck band.
- f. Made on a single needle machine and top collar double stitched.
- g. Opening measuring approximately three fourths (3/4) inch to allow room for a tie.

10. Pockets

- a. Lower corners of the pockets mitered.
- b. Separate pen pocket (pocket within a pocket), constructed in both left and right pockets with an opening through the top of the flap, and made with Silesia material.

11. Pocket Flaps

- a. Three (3) pointed scalloped and fastened with Velcro at the corners.
- b. Sewn and turned, then double stitched.
- c. Approximately one and a half (1-1/2) inch opening at the top for pens.
- d. Placed approximately seven (7) inches down from the shoulder seam and centered. The seven (7) inches will vary according to the size of the shirt.
- e. Approximately one fourth (1/4) inch buttonhole for metal buttons set approximately one and one fourth (1-1/4) inches down from the top of the pocket, centered in pleat horizontal.

12. Epaulets

- a. Military style made from Hamburger Woolen # 333-41 fabric.
- b. Color: Security blue.
- c. Eleven (11) ounce tropical finish.
- d. 55/45 Dacron poly/wool.

- e. Double needle top stitched into the shoulder seam.
- f. Boxed, crossed stitched, and containing a permanently fused shrink proof 100% cotton interlining.
- g. Accommodates a removable twenty-four (24) ligne metal button.
- h. Gold cord edge sewn into the outer edge.
- i. Cord edge **must** be approximately two and one half (2-1/2) inches at the widest point, tapering down to approximately one and one half (1-1/2) inches at the pointed end.

13. Sleeves and Cuffs

- a. Conventional style tapered sleeves, with an approximately two and one half (2-1/2) inch cuff and square corners.
- b. Sleeve to contain reinforcement of self-cloth, half banjo shaped, measuring approximately six and one half (6-1/2) inches at the widest point, set into the sleeve and extended into the cuff.
- c. Cuff to button with two (2) metal buttons on cuff and one (1) bone on sleeve vent.
- d. Cuffs made to accommodate metal button with one (1) inch back twill tape button guard.
- e. Sleeves to have an attached vent with one (1) buttonhole closure for a bone button.
- f. Cuffs interlined with poly-cotton Viking Press canvas.
- g. Sleeve pleats, formed from excess material, placed approximately one fourth (1/4) inch from underarm seam, and the open side of the pleats facing the underarm seam.

14. Buttons

- a. Four (4) hole, twenty-one (21) black ligne bone buttons at the collar.
- b. Last button on button stand, and sleeve vent with two (2) extra buttons on shirt tail front.
- c. Securely attached with a button sewing machine and sewn with best grade poly-cotton 60/30, three (3) cord thread to match material.
- d. Front button spacing **must** be approximately three (3) inches below the juncture of the front pleat and neckband, and approximately three and one half (3-1/2) inches for the remaining buttons.

15. Stitching

- a. Double-stitched throughout using the best grade poly-cotton 60/36 three (3) cord thread to match material.
- b. Emblems and insignia sewn with a single needle.
- c. Sleeves set with two (2) needle flatbed felling machine.

- d. Side seams and sleeves closed with a safety serge machine.

16. Pressing

- a. Stitched military creases.
- b. Three (3) creases in back and two (2) in front.
- c. Sleeves pressed from bottom shoulder insignia to bottom of hem.

17. Body length

- a. Extra-long body and tall to cover seat of wearer for all class A long sleeve Uniform shirts.

- B. The Contractor **shall** provide class A long sleeve shirts that **must** meet the following men's and women's specific design, construction, and Standard Alteration Requirements for class A long sleeve shirts as indicated and **must** be in addition to the general design and construction Requirements outlined in this section.

1. Style

- a. Men's: Modified military officer's style to be worn with metal buttons.
- b. Women's: Modified military officer's style, using female pattern, made to be worn with metal buttons.

2. Shirt Front

- a. Men's: Seven (7) button front including collar button.
- b. Women's: Six (6) button front including collar button.

3. Collar

- a. Men's: Collar points to finish approximately three (3) inches.
- b. Women's: Collar points to finish approximately two and three fourths (2-3/4) inches.

4. Pockets

- a. Men's: Two (2) double stitched approximately one and one half (1-1/2) inch pleat pockets, measuring approximately five and one fourth (5-1/4) inches by approximately six (6) inches deep, not including the flap.
- b. Women's: Two (2) double stitched approximately one (1) inch pleated patch pockets measuring approximately four and three fourths (4-3/4) inches by approximately six (6) inches deep, not including the flap.

1.13 CLASS B SHORT SLEEVE SHIRT REQUIREMENTS

- A. The Contractor **shall** provide class B short sleeve shirts that **must** meet the following general construction, design, and Standard Alteration Requirements and **must** apply to both men's and women's class B short sleeve shirts.

1. Material

- a. Raeford Mills style # 3933-114.
- b. 10-10.5 ounce 3-ply tropical weave.
- c. 55/45 Poly / Wool.
- d. Color: French Blue.

2. Shirt Front

- a. Facings surged with approximately one eighth (1/8) inch narrow gage over lay stitch with eleven (11) stitches per inch.
- b. Left facing to have approximately one and one half (1-1/2) inch pleat attached with four (4) rows of stitching.
- c. Front pleat interlined with poly-carbon Viking Press canvas.
- d. Left facing to contain six (6) vertical buttonholes measuring approximately one and one fourth (1-1/4) inches.
- e. Right front to have a four (4) inch facing with approximately one and one fourth (1-1/4) inch buttonhole for a functional metal button, and a six (6) inch twill tape button guard for the metal button.
- f. Right front to have one (1) functional bone button at the bottom and two (2) extra bone buttons sewn to the bottom of the shirt.
- g. Approximately one fourth (1/4) inch buttonhole cut to accept metal button shank.

3. Zipper Front

- a. All non-functional buttonholes cut approximately one fourth (1/4) inch to accept metal button shank.
- b. Zipper to start between the second and third button from the top, not counting the collar.

4. Cloth Emblems

- a. The Contractor **shall** provide and apply the cloth emblems used on the class B short sleeve shirts.
- b. Regulation full color A.S.P. logo emblems sewn on both shoulders and centered below the epaulet approximately one and a half (1-1/2) inches down from the shoulder seam.

5. Badge Tab

- a. Badge tab over the left breast pocket to measure approximately one (1) inch wide and approximately two and one fourth (2-1/4) inches long.

- b. Top stitched and centered over the left breast pocket with lower badge eyelet approximately one (1) inch above the top of left breast pocket flap.
 - c. Two (2) metal eyelets measuring approximately one and one fourth (1-1/4) inches apart and centered.
6. Name Plate
- a. Self-cloth approximately one half (1/2) inch by approximately three (3) inches centered approximately three eighths (3/8) inch above the right pocket flap and stitched to the underneath side.
7. Shirt Back
- a. Double stitched pointed yoke to finish approximately five (5) inches at the center and approximately five (5) inches at each shoulder seam.
 - b. Yoke lined with matching seventy (70) denier nylon taffeta.
8. Collar
- a. Permanent plastic collar stays to be slanted in collar to prevent stitching from showing on top or bottom of outer leaf.
 - b. Double stitched and interlined with poly-cotton Viking Press canvas.
 - c. Made on a single needle machine and top stitched approximately one fourth (1/4) of an inch.
9. Pockets
- a. Lower corners of the pockets mitered.
 - b. Separate pen pockets (pocket within a pocket) constructed in both left and right pockets with openings through top of flap and made with Silesia material.
10. Pocket Flaps
- a. Three (3) pointed, scalloped, fastened with Velcro at the corners.
 - b. Sewn and turned, then double stitched.
 - c. Approximately one and a half (1-1/2) inch opening at the top for pens.
 - d. Placed approximately seven (7) inches down from the shoulder seam and centered. The seven (7) inches will vary according to the size of the shirt.
 - e. Approximately one fourth (1/4) inch buttonhole for metal buttons set approximately one and one fourth (1-1/4) inches down from the top of the pocket, centered in pleat horizontal.
11. Epaulets
- a. Military style made from Hamburger Woolen # 333-41 fabric.

- b. Color: Security blue.
- c. Eleven (11) ounce tropical finish.
- d. 55/45 Dacron poly/wool.
- e. Double needle top stitched into the shoulder seam.
- f. Boxed, crossed stitched, and containing a permanently fused shrink proof 100% cotton interlining.
- g. Accommodates a removable twenty-four (24) ligne metal button.
- h. Gold cord edge sewn into the outer edge.
- i. Cord edge **must** be approximately two and one half (2-1/2) inches at the widest point, tapering down to approximately one and one half (1-1/2) inches at the pointed end.

12. Stitching

- a. Double-stitched throughout using the best grade poly-cotton 60/36 three (3) cord thread to match material.
- b. Emblems and insignia sewn with a single needle.
- c. Sleeves set with a two (2) needle flatbed felling machine.
- d. Side seams and sleeves closed with a safety serge machine.

13. Pressing

- a. Stitched military creases.
- b. Three (3) creases in back and two (2) in front.
- c. Sleeve pressed from bottom shoulder insignia to bottom of hem.

14. Body length

- a. Extra-long body and tall to cover seat of wearer for all class B short sleeve Uniform shirts.

B. The Contractor **shall** provide class B short sleeve shirts that **must** meet the following men's and women's specific design, construction, and Standard Alteration Requirements for class B short sleeve shirts as indicated and **must** be in addition to the general design and construction Requirements outlined in this section.

1. Style

- a. Men's: Modified military officer's style made to be worn with metal buttons.
- b. Women's: Modified military officer's style, using female pattern, made to be worn with metal buttons.

2. Shirt Front
 - a. Men's: Six (6) button French front without a collar button and approximately four (4) inch facing.
 - b. Women's: Five (5) button French without a collar button and approximately four (4) inch facing.
3. Zipper Front
 - a. Men's: Approximately fifteen (15) inch functional brass zipper.
 - b. Men's: Left front to contain one (1) functional metal button, four (4) non-functional metal buttons, and one (1) functional bone button below the zipper.
 - c. Women's: Approximately twelve (12) inch functional brass zipper.
 - d. Women's: Left front to contain one (1) functional metal button, three (3) non-functional metal buttons, and one (1) functional bone button below the zipper.
4. Collar
 - a. Men's: Two (2) piece convertible sport collar measuring approximately three (3) inches long at points, with collar approximately one and one half (1-1/2) inches high at back after turn down.
 - b. Women's: Two (2) piece convertible sport collar measuring approximately two and three fourths (2-3/4) inches long at points, with collar approximately one and one half (1-1/2) inches high at back after turn down.
5. Pockets
 - a. Men's: Two (2) approximately one and one half (1-1/2) inch box pleat patch pockets measuring approximately five and one fourth (5-1/4) inches by approximately six (6) inches deep, not including the flap.
 - b. Women's: Two (2) double stitched approximately one (1) inch box pleat patch pockets measuring approximately four and three fourths (4-3/4) inches by six (6) inches deep, not including the flap.
6. Sleeves
 - a. Men's: One (1) piece hem measuring approximately three fourth (3/4) inches and finish approximately nine and one half (9-1/2) to approximately ten (10) inches long from shoulder seam.
 - b. Women's: One (1) piece with an approximately three fourth (3/4) inch hem and finish approximately nine (9) to approximately nine and one half (9-1/2) inches long from shoulder seam.

1.14 TROUSER REQUIREMENTS

- A. The Contractor **shall** provide trousers that **must** meet the following general construction, design, and Standard Alteration Requirements and **must** apply to both men's and women's trousers.

1. Material

- a. Raeford Mills style #8330-8107.
 - b. 13 to 13-1/2-ounce s-ply serge weave.
 - c. 55-45 poly / wool or equal.
 - d. Color: Navy blue.
2. Style
- a. Quarter top front pockets.
 - b. Approximately one and one fourth (1-1/4) inch belt loops.
 - c. Two (2) back pocket flaps.
 - d. Plain bottoms.
3. Waistband
- a. Separate approximately two and one half (2-1/2) inch wide stretch waistband, closing with one (1) crush proof hook and eye.
 - b. Waistband curtain constructed from 65/35 poly-cotton twill with Snug-Tex and approximately one (1) inch Ban-Rol.
 - c. Waistband curtain attached with rocap machine and finished using the closed method.
 - d. After waistband is attached to the trouser, it **must** be top stitched below the lower edge through the outer fabric and inside the waistband curtain for extra strength.
4. Outlet
- a. Made with an approximately three (3) inch outlet at waist, tapered properly for seat outlet.
 - b. Approximately two and one half (2-1/2) inch material turned under at the cuff.
5. Pockets
- a. Two (2) front and two (2) hip.
 - b. Stitched, turned and top stitched. Safety serged pockets will not be accepted.
 - c. All pocketing inserted into seam at waistband.
 - d. Front and back pockets bar tacked at each corner.
 - e. Spacing to be approximately one and one half (1-1/2) inches wide.
 - f. Hip pockets made on a Reece #46 Lockstitch Pocket machine with approximately three sixteenths (3/16) inch double piping.

- g. Openings securely bar tacked at each end.
 - h. Hip pockets containing a pointed flap and lined with matching Silesia with button and buttonhole.
6. Inside Trim
- a. Fight fly and crotch linings the same fabric and color as the waistband curtain.
 - b. Right fly lining sewn to the left fly below the zipper.
 - c. Crotch lining surged to each front.
7. Fly and Fly Support
- a. Fly closure **must** be of heavy weight brass zipper construction, plastic will not be accepted.
 - b. Talon brass flip lock zipper with brass bottom stops.
 - c. Bottom of fly and the "J" bar tacked.
 - d. French fly support installed to button securely across the lower abdomen to give a firm fastening with the fly unzipped. (*See Attachment C for an example of this Requirement*)
 - e. French fly tab measuring approximately one and three fourths (1-3/4) inches wide and approximately two and one half (2-1/2) inches long at the center.
 - f. Tab positioned at an approximately forty-five (45) degree angle and inserted at bottom of waistband seam.
 - g. A twenty-two (22) lignes four (4) hole trouser button used to fasten the French fly tab.
8. Belt Loops
- a. Each loop approximately one (1) inch wide by approximately two (2) inches long.
 - b. One (1) loop placed at the rear seam with the other loops proportionately spaced in the back, on the hips, and in front.
 - c. All loops, except for the back loop, sewn into the top and bottom of the waistband.
 - d. Back center belt loops sewn to the outside waistband.
9. Bottom
- a. Plain bottoms with approximately two and one half (2-1/2) inch hem.
10. Stripes
- a. Hamburger Woolen #333-41 fabric, eleven (11) ounce.
 - b. Color: Security blue.

- c. 55/45 poly-wool.
- d. Approximately one and one half (1-1/2) inches wide.
- e. Stripe sewn in the out seam and sewn to back panel with no visible stitching.

11. Stitching

- a. Side seams and inseams chain stitched.
- b. Seat seams double stitched with a tandem needle machine using the best grade poly-cotton 60/36 three (3) cord thread.
- c. Other stitching not less than ten (10) stitches per inch using same thread.

12. Finishing and Pressing

- a. Loose threads removed.
- b. Trousers pressed completely and properly with the side seam, inseam, and seat seam pressed open.

B. The Contractor **shall** provide trousers that **must** meet the following men's and women's specific design, construction, and Standard Alteration Requirements for trousers as indicated and **must** be in addition to the general design and construction Requirements outlined in this section.

1. Style

- a. Men's: Trouser with plain front.
- b. Women's: Trouser, using a female pattern, with plain front.

2. Pockets

- a. Men's: Quarter-top front pockets approximately six and one half (6-1/2) inches at opening.
- b. Men's: Hip pockets located approximately three and one half (3-1/2) inches below the waistband, measuring approximately five and one half (5-1/2) inches wide and approximately six (6) inches deep.
- c. Women's: Quarter-top front pockets approximately six (6) inches at opening.
- d. Women's: Hip pockets located three and one half (3-1/2) inches below the waistband, measuring approximately five (5) inches wide and approximately six (6) inches deep.

3. Belt Loops

- a. Men's: Minimum of seven (7) tunnel loops with additional loops in proportion to waist size.
- b. Women's: Minimum of seven (7) tunnel loops with additional loops in proportion to waist size, for all waist sizes over approximately twenty-nine (29) inches

- c. Women's: Minimum of five (5) tunnel loops for all waist sizes less than approximately twenty-nine (29) inches.

1.15 SHIRTS AND TROUSERS SIZING REQUIREMENTS

A. Men's Sizing

1. The Contractor **shall** provide class A long sleeve shirts in the following sizes:
 - a. Standard sizing from fourteen and one half (14-1/2) through twenty-two (22), including all sleeve lengths.
 - b. Longer tail length in all available sizes.
2. The Contractor **shall** provide class B short sleeve shirts in the following sizes:
 - a. Standard sizing from fourteen and one half (14-1/2) through twenty-two (22).
 - b. Longer tail length in all available sizes.
3. The Contractor **shall** provide trousers with lengths made for hemming in the following sizes:
 - a. Regular rise sizes 28, 30, 32, etc. through size 50.
 - b. Short rise sizes 28, 30, 32, etc. through size 38.
 - c. Long rise sizes 38, 40, 42 etc. through size 50.

B. Women's Sizing

1. The Contractor **shall** provide class A long sleeve shirts in the following sizes:
 - a. Standard bust sizes twenty-eight (28) through forty-eight (48), including all sleeve lengths.
 - b. Longer tail length in all available sizes.
2. The Contractor **shall** provide class B short sleeve shirts in the following sizes:
 - a. Standard bust sizes twenty-eight (28) through forty-eight (48).
 - b. Longer tail length in all available sizes.
3. The Contractor **shall** provide trousers with lengths made for hemming in the following sizes:
 - a. Sizes 2, 4, 6 etc. through 24.
 - b. Sizing to include regular rise, short rise, and tall rise.

1.16 PACKAGING

- A. The Contractor **shall** package and ship the Uniforms according to the purchase order issued by ASP.
- B. In addition to standard shipping information, the Contractor **shall** place the officer's name indicated on the purchase order on the package prior to shipping.

- C. The Contractor **shall** place the following information inside the package containing the Uniforms prior to shipping:
1. Item(s) listed on the purchase order.
 2. Packing list containing the item number referenced on the contract, item description, and purchase order number issued by the ASP.
- D. Deliveries of Uniforms not meeting the packaging Requirements as stated herein may be rejected upon attempted delivery.
1. Should a Uniform delivery be rejected, the Contractor **shall** reschedule the delivery to meet the Requirements as stated herein for a time and date approved by ASP at no additional cost to the State.

1.17 DELIVERY: FOB DESTINATION

- A. Deliveries **must** be made FOB destination to the following address using Inside Delivery Service:

Arkansas State Police
Attn: Fiscal Section
1 State Police Plaza Drive
Little Rock, AR 72209

- B. The Contractor **shall** provide delivery of Uniforms within ninety (90) calendar days after receipt of the order. If this delivery date cannot be met, the Prospective Contractor **shall** state the alternate number of days required to begin the service and/or place the commodity in the ordering agency's designated location. (See *Official Bid Price Sheet*.) Failure to state the alternate delivery time obligates the Contractor to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.
- C. Deliveries **must** be made Monday through Friday from 8:00 a.m. through 4:00 p.m., Central Time, within the agreed upon number of calendar days, unless otherwise arranged and coordinated with ASP.
- D. The Contractor **shall** notify ASP as soon as practicably possible after discovery of anticipated delivery delays or events that might affect delivery Requirements.
- E. At the Contractor's expense, the Contractor **shall** replace or provide Standard Repair, as determined by ASP, for all Uniforms lost or damaged during the shipping or delivery to ASP. Uniforms **must** be packaged in a manner that prevents damage during shipping and handling.

1.18 ACCEPTANCE STANDARDS

- A. Uniforms provided to ASP **must** meet all Requirements stated herein.
- B. The bid **must** include a return policy that states if for any reason ASP is not satisfied with the Uniform(s), they may return them within 30 calendar days, in original condition, for a full refund.
- C. Receipt of the merchandise does not necessarily constitute acceptance. ASP will be granted thirty (30) calendar days in which to inspect the merchandise and to determine if its quality meets the Requirements and standards of the contract.

1. If the Uniforms received by ASP do not meet the industry standards and Requirements of this IFB, ASP will return the Uniforms to the Contractor. The Contractor **shall** make all Standard Repairs requested or provide a full refund as determined by ASP.
2. Should ASP request Standard Repairs be made, the Contractor **shall** complete the Standard Repairs and ship the completed Uniforms back to ASP within seven (7) calendar days of receiving the Uniforms from ASP.
3. Should ASP request a full refund, the Contractor **shall** make the full refund available to ASP within seven (7) calendar days of request.
4. The Contractor **shall not** invoice ASP any additional costs for Standard Repairs performed, including but not limited to shipping costs.

1.19 PERFORMANCE STANDARDS

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable and mutually agreed upon.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** be considered a breach of any contract that gets awarded hereunder. The State may pursue any remedies it has at law, equity, and/or under such contract including, without limitation, termination or cancellation of contract and/or the imposition of liquidated damages.
- G. In the event a Performance Standard is not met, the Contractor may be allowed to defend or cure the insufficiency. The State has sole and final determination of the acceptability of any cure.

PERFORMANCE STANDARDS

| Criteria | Standard | Damages |
|----------|---|--|
| Quality | Uniform quality meets or exceeds industry standards and the Requirements of this IFB. | 20% credit on the first invoice total generated after the Contractor receives notification from the State for each instance whereby the Contractor fails to provide Uniforms with quality that meets or exceeds industry standards and the Requirements of this IFB. |

| | | |
|-------------------|---|--|
| <p>Timeliness</p> | <p>Uniforms are delivered to the location stated on this IFB within ninety (90) calendar days after receipt of ASP's order.</p> | <p>5% credit on total invoice amount for each calendar day past thirty (30) calendar days whereby Uniforms are not received by ASP.</p> |
| <p>Packaging</p> | <p>Packaging is completed according to the Requirements specified in the IFB.</p> | <p>\$5.00 credit per order as an itemized notation to the first invoice amount generated after receipt of notification about damaged Uniforms due to improper packaging.</p> |
| <p>Delivery</p> | <p>Deliveries are made using Inside Delivery Service as stated in the IFB.</p> | <p>20% credit on the first invoice total generated after the Contractor receives notification from the State for each instance whereby the Contractor fails to provide Inside Delivery Service as specified in the IFB</p> |

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

- **Do not** provide responses to items in this section unless specifically and expressly required.

2.1 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact regarding the IFB throughout this solicitation process.

2.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is September 1, 2020, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

2.3 CONTRACTOR SELECTION

Award will be made to the lowest-bidding, responsible Prospective Contractor on an all or none basis based on the Total Price.

2.4 RESPONSE DOCUMENTS

A. *Bid Response Packet*

1. The following are Bid Submission Requirements and a hardcopy **must** be submitted in the original *Bid Response Packet*.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. A signed Bid Signature Page included in the *Bid Response Packet*. The signature **must** be that of a person authorized to contractually bind the Prospective Contractor.
 - ii. *Bid Response Packet*, which **must** be in the English language.
 - b. One (1) original copy of the *Official Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original *Bid Response Packet*, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Solicitation Price Sheet*,
 - b. EO 98-04 Disclosure Form.
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - d. Proposed Subcontractors Form.

3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.5 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Specifications Section(s) of this IFB by listing them on an exceptions page (See Bid Response Packet), Prospective Contractor understands its submission of a bid to represent that its bid meets all such Requirements.
- B. A Prospective Contractor's bid may be rejected if the Prospective Contractor takes exceptions to any Requirements in the Specifications Section(s) of this IFB.

2.6 ADDITIONAL TERMS AND CONDITIONS

- A. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions located on the OSP website here:
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the General Instructions and Information Section of this IFB by listing them on the Exceptions Form (See Bid Response Packet), Prospective Contractor agrees and will adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State.

2.7 PRICING

- A. Prospective Contractor(s) **shall** price all items and include all pricing on the *Official Bid Price Sheet(s)* only.

If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.

- B. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation* and contains the following tables described below.
- C. Table A:
 1. **Except for those costs entered into Tables B and C on the Official Bid Price Sheet**, the pricing entered into Table A **must** include all costs associated with fulfilling the Requirements of this IFB including but not limited to the cost of providing Uniforms, Inside Delivery Service, shipping, Standard Alterations, and Standard Repairs.
 2. In the blue shaded pricing cell under the *Unit Price Per Each* column, the Prospective Contractor **shall** enter the price for each item listed in the *Item Description* for the estimated quantity stated on the *Official Bid Price Sheet*.
 3. Table A will automatically total and auto populate into the *Estimated Grand Total for Initial Term* cell and be used to determine lowest cost.
 4. In the blue shaded cell under the *Brand* column, the Prospective Contractor **shall** enter the brand for each Uniform item listed in the *Item Description* on the *Official Bid Price Sheet*.

- D. Table B:

1. In the blue shaded pricing cell under the *Unit Price Per Each* column, the Prospective Contractor **shall** enter the price for each Special Alteration and Special Repair should those services be needed during the contract terms.

2. Table B will not be used to determine lowest cost.

E. Table C:

1. In the blue shaded pricing cell, the Prospective Contractor **shall** enter the cost for rush delivery. The Contractor **shall** only charge the rush delivery fee if elected by the Agency and indicated on the purchase order.

2. Table C will not be used to determine lowest cost.

F. Table D:

1. Prospective Contract **shall** enter the alternate delivery days, if the ninety (90) calendar days cannot be met.

G. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.

H. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.

I. Pricing submitted on the *Official Bid Price Sheet* **must** apply to the initial term of the resulting contract.

J. Prospective Contractor **shall** price all items.

2.8 PRICE ESCALATION

Price changes may be negotiated at the time of contract renewal at the discretion of the State. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The Department of Transformation and Shared Services, Office of State Procurement, has the right to approve or deny any request for a price adjustment.

2.9 INVOICING AND PAYMENT AFTER DELIVERY

Payment for the Commodities is due within thirty (30) days of the date of the Contractor's delivery of Commodities conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

Invoices must be sent to:

Arkansas State Police
Attention: Fiscal Section
1 State Police Plaza Drive
Little Rock, AR 72209

The Contractor should invoice the agency by an itemized list of charges. The Department's Purchase Order Number and/or the Contract Number should be referenced on each invoice.

2.10 TERMINATION AND CANCELLATION CLAUSES

A. **Non-Appropriation Clause Pursuant to §19-11-1012(11)**. In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of the

Contract for the services to be provided by the Contractor, the Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes. This provision shall not be construed to abridge any other right of termination the agency may have.

- B. **For Convenience.** The Department may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.
- C. **For Cause.** The Department may cancel the Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

2.11 **NON-NEGOTIABLE GOVERNING LAW AND VENUE**

- A. The Contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under the Contract is Pulaski County, Arkansas.
- B. Any legislation that may be enacted subsequent to the date of the Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when the Contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.
- C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

2.12 **NON-NEGOTIABLE SOVEREIGN IMMUNITY**

Nothing in the Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with the Contract shall be brought in the Arkansas State Claims Commission.

2.13 **NON-NEGOTIABLE DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04**

Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in

violation, to all legal remedies available to the Agency under the provisions of existing law.

2.14 COMPLIANCE

The Contractor shall ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The Contractor acknowledges that the Contractor is:

- A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement Law related to the content and review of the Contract; and
- B. Subject to the relevant ethical provisions of § 19-11-701 et seq.

2.15 INDEMNITY

The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.

2.16 ASSIGNMENT/SUBCONTRACTING

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under the Contract, in whole or in part, without the prior written approval of the Department.

2.17 AMENDMENTS

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties.

Any amendment which contains a material change or involves major changes in the objectives and scope of the Contract may require review by Legislative Council or Joint Budget Committee.

2.18 RECORDS

Financial and accounting records reasonably relevant to State of Arkansas transactions under the Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.

2.19 NON-WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

2.20 SEVERABILITY

If any provision of the contract is held unenforceable, all remaining provisions of the Contract shall remain in full force and effect.