

AMENDMENT NO.: 1
RENEWAL NO.: 1
Office Furniture and Files
State Term Contract No.: 425-001-12-1

Exhibit 4

This Amendment No. 1 ("Amendment"), effective as of March 3, 2016, to the Office Furniture and Files, State Term Contract No. 425-001-12-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Krueger International, Inc. ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to Krueger International, Inc. for the provisions of Office Furniture and Files; and

WHEREAS the Parties agree to amend the contract as provided in section 4.26 of State Term Contract No. 425-001-12-1; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following;

I. Contract Amendment. Pursuant to sections 4.26 of the State Term Contract, the State Term Contract No. 425-001-12-1 is renewed for a period of four years at the same terms and conditions, with a new contract expiration date of March 2, 2020.

II. Employment Verification. Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

III. Preferred Price Affidavit Requirement. The Department will provide the Preferred Pricing Affidavit, incorporated by reference as the attached Exhibit D, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of the PUR 1000 form. The contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

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

V. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

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VI. Cooperation with the Inspector General. Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

VII. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

VIII. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

IX. Preference to Florida Vendors. If the lowest response is submitted by a Respondent whose principal place of business is located outside the State of Florida, preference shall be applied consistent with Section 287.084, F.S.

X. Diversity Reporting. The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran business enterprises in the economic life of the State. The Department of Management Services encourages supplier diversity through certification of business enterprises, advocacy and outreach and Business Match Maker events. For additional information, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority Vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority Vendor on behalf of each purchasing agency ordering under the terms of this Contract.

XI. Subcontractors. The Contractor shall not subcontract any work under the Contract without the prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Contractor can contact the Office of Supplier Diversity at (850) 487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

State of Florida,
Department of Management Services:

By: 

Name: Erin Rock

Title: Deputy Secretary

Date: 1-25-14

Contractor: Krueger International, Inc.

By: 

Name: Andrew VanStraten

Title: Contract Manager

Date: 1/11/2016

425-001-12-1 , Office Furniture and Files**Price Sheet**

Respondent's Manufacturer Name:	Krueger International, Inc.
Manufacturer's Brand Name:	Arissa Lounge Seating
Product Type of Furniture:	Lounge Seating
Price List Name / Number / Date (be specific):	Lobby & Lounge Seating Price List Dated: January 3, 2011, UPDATED January 12, 2017
Series Bid: Each series shall be listed separately by name and/or number.	Arissa Lounge Seating

Quantity Discount Tiers ¹	GSA Discount ² (##.##%)	State of Florida Discount Offered ³ (##.##%)	State of Florida Offer Status ⁴
	58.00%	57.75%	Compliant
			Compliant
			Compliant
			Compliant
			Compliant
			Compliant
			Compliant
			Compliant
			Compliant

Additional Quantity Discounts:

--

Balanace-of-Line (if applicable)

--

Installation:

Installation up to 30%

--

Space Planning / Design Fees:

Space Planning/ Design Fee: \$50.00 per hour

--

Shipping / Delivery Costs:

[If there are additional costs not already listed in the basic discount price, please detail those here.]

Section 6.1 Notes:

1 - Quantity Discount Tiers: Enter the list quantity discount tiers as approved in your GSA contract.

2 - GSA Discount (##.##%): Enter the GSA Discount including Industrial Funding Fee. Percentages provided in the template form are examples and can be replaced with your contract discount information.

3 - State of Florida Discount Offered (##.##%): Enter the State of Florida Discount offered including Transaction Fee (Fixed Discount). See Section 5.10 Price Sheet Responses.

4 - State of Florida Offer Status: For each Discount Tier, enter the State of Florida Discount offered (including Transaction Fee). The discount must be no less than 0.25% below the GSA Discount including Industrial Funding Fee. Compliance / Non-Compliance status will be automatically calculated and displayed. See Section 5.10

Any additional charges or fees must be noted on this form OR the State expects that there are no charges.

PLEASE DUPLICATE ON ADDITIONAL TABS IF NEEDED.

AMENDMENT NO.: 2
Educational/Institutional Furniture
State Term Contract No.: 420-420-10-1

This Amendment No. 2 ("Amendment"), effective as of June 1, 2016, to the Educational/Institutional Furniture, State Term Contract No. 420-420-10-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Krueger International, Inc. ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract for the provision of educational and institutional furniture; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section 4.42, "Modification of Terms" of the contract; and

WHEREAS the Parties agree to renew the contract as provided in section 4.26 of State Term Contract No. 420-420-10-1; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following;

I. Contract Amendment.

- a. The Contract is amended to delete section 3.13.1, "Diversity" of the Contract in its entirety.
- b. The Contract is further amended to add the following sections:

5.32 Diversity Reporting.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small businesses 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.

Upon request, the Contractor shall 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 Customer purchasing under the Contract.

5.33 Subcontractors.

The Contractor shall not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports

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Educational/Institutional Furniture
State Term Contract No.: 420-420-10-1

diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.

5.34 Cooperation with Inspector General.

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their 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 shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

5.35 Access to Public Records

- (1) If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.
- (2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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Educational/Institutional Furniture
State Term Contract No.: 420-420-10-1

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Protection of Trade Secrets or Other Confidential Information

- (1) If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.
- (2) If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."
- (3) If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.
- (4) The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."


Retention of Records

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.


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Educational/Institutional Furniture
State Term Contract No.: 420-420-10-1

- b. **Contract Renewal.** Pursuant to section 4.26 of the State Term Contract, the State Term Contract No. 420-420-10-1 is renewed for a period of two (2) years at the same terms and conditions, with a new contract expiration date of May 31, 2018.
- c. **Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.
- d. **Warrant of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.
- e. **Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida,
Department of Management Services

By: 
Name: Erin Rock
Title: Deputy Secretary
Date: 4-18-16

Contractor:
Krueger International, Inc.

By: 
Name: Andrew Van Straten
Title: Contract Manager
Date: March 23, 2016

May 18, 2016

AMENDMENT NO.: (420-420-10-1) – 2

TO: Department Addressed / User Agency

FROM: Chief Procurement Officer and Director of State Purchasing

SUBJECT: Contract No. 420-420-10-1

TITLE: Furniture: Educational/Institutional

The above mentioned Contract is renewed effective June 1, 2016 through May 31, 2018 with the following contractors:

1. American Seating Company (A)
2. Arcadia Chair Company (A)
3. BioFit Engineered Products (A)
4. Blockhouse Co., Inc. (A)
5. Contemporary Interiors, Inc. (A)
6. Dauphin North America
7. Egan Visual International, Inc. (A)
8. Electronic Classroom Furniture (A)
9. ERG International (A)
10. Fleetwood Group, Inc. (A)
11. Foliot Furniture, Inc. (A)
12. Global industries, Inc. (A)
13. Herman Miller, Inc. (A)
14. Interior Concepts Corporation (A)
15. ISE, Inc. (A)
16. John Savoy and Son, Inc. (A)
17. JSJ Furniture Corporation dba Fixtures Furniture (A)
18. Keilhauer (A)
19. Keystone Ridge Designs, Inc. (A)
20. Krueger International, Inc. (A)
21. Krug, Inc. (A)
22. Legacy Furniture Group, Inc. (A)
23. Mooreco, Inc. (A)
24. ModuForm, Inc.
25. National Public Seating (A)
26. Neocase (A)
27. Nevins Ltd (A)
28. New England Woodcraft, Inc. (A)

29. Nightingale Corp (A)
30. Norix Group, Inc. (A)
31. Palmer Hamilton, LLC (A)
32. Palmer Snyder Furniture Company (A)
33. Peter Pepper Products, Inc. (R)
34. Recycled Plastic Factory (M)
35. RT London (A)
36. Sauder Manufacturing Co. (A)
37. Sedia Systems, Inc. (A)
38. ShuttleSystem, LLC (A)
39. Sico America, Inc. (A)
40. Sitmatic (A)
41. Southwest Contract (A)
42. Spacesaver Storage Systems, Inc. (A)
43. Surface Technologies, Inc. (A)
44. Toledo Furniture, Inc. (A)
45. VanerumStelter (A)
46. VIA, Inc. (A)
47. VS America, Inc. (A)

MEMORANDUM

May 15, 2014

MEMORANDUM NO.: (420-420-10-1) - 9

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 420-420-10-1
Title: Educational and Institutional Furniture

The following changes have been made to the subject contract:

The contract has been renewed for two years with 59 of the 68 current vendors with a new expiration date of May 31, 2016.

The following vendors were not renewed:

- Allied Plastics
- Built Rite
- Crest Manufacturing
- Education Specialty Furnishings
- OCI
- SIS
- Smith System
- SouthCo, Inc.
- USA Capitol

Any question or problems in delivery or service that may arise regarding this contract should be directed to Jamie Harley at 850-414-6740 or Jamie.harley@dms.myflorida.com.

CERTIFICATION OF CONTRACT

TITLE: Educational and Institutional Furniture

CONTRACT NO.: 420-420-10-1

ITB NO.: 14-420-420-M

EFFECTIVE: June 1, 2010 through May 31, 2014

1st RENEWAL: June 1, 2014 through May 31, 2016
(Rev 15 May 2014)

CONTRACTOR(S): See Attached List

-
- A. AUTHORITY - Upon affirmative action taken by the State of Florida Department of Management Services, a Contract has been executed between the State of Florida and the designated Contractor(s).
- B. EFFECT - This Contract was entered into to provide economies in the purchase of Library Furniture, by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, discounts, requirements, specifications, terms, and conditions of this Contract and with the Contractor(s) specified.
- C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with the attached ordering instructions, requirements, terms, and conditions. Purchaser shall order at the prices and discounts indicated, exclusive of all Federal, State, and local taxes.
- All Contract purchase orders shall show the State Purchasing Contract number, Commodity Code number, Line number, description of item, quantity, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)
- D. CONTRACTOR PERFORMANCE - Agencies shall report any Contractor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the Contractor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.
- E. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information.

Contractors Awarded:

ABCO Office Furniture (A)
Adden Furniture, Inc. (A)
American Seating Company (A)
Arcadia Chair Company (A)
August Incorporated (A)
BioFit Engineered Products (A)
Blockhouse Co., Inc. (A)
Clarin (A)
Columbia Mfg. Inc. (A)
Contemporary Interiors, Inc. (A)
Corilam Fabricating Co., Inc. (A)
DCI, Inc. (A)
Egan Visual International, Inc. (A)
Electronic Classroom Furniture (A)
ERG International (A)
Fleetwood Group, Inc. (A)
Foliot Furniture, Inc. (A)
Global industries, Inc. (A)
Greene Manufacturing, Inc. (A)
Hänel Storage Systems (A)
Herman Miller, Inc. (A)
Hussey Seating (A)
Interior Concepts Corporation (A)
ISE, Inc. (A)
John Savoy and Son, Inc. (A)
JSJ Furniture Corporation dba Fixtures Furniture (A)
Keilhauer (A)
Keystone Ridge Designs, Inc. (A)
Krueger International, Inc. (A)
Krug, Inc. (A)
Legacy Furniture Group, Inc. (A)
Lesro Industries, Inc. (A)
Moduform, Inc. (A)
National Public Seating (A)
Neocase, Inc. (A)
Nevins Ltd (A)
New England Woodcraft (A)
Nightingale Corp (A)
Norix Group, Inc. (A)
Palmer Hamilton, LLC (A)
Palmer Snyder Furniture Company (A)
Palmieri Furniture (A)
Peter Pepper Products, Inc. (R)
Recycled Plastic Factory (M)
RT London (A)
Sauder Manufacturing Co. (A)
Scholar Craft Products (A)

Sedia Systems, Inc. (A)
ShuttleSystem, LLC (A)
Sico America, Inc. (A)
Sitmatic (A)
Southwest Contract (A)
Spacesaver Storage Systems, Inc. (A)
Surface Technologies, Inc. (A)
Toledo Furniture, Inc. (A)
VanerumStelter (A)
VIA, Inc. (A)
VS America, Inc. (A)

CONTRACT MANAGER

Jamie Harley

PHONE: 850.414.6740

E-MAIL: jamie.harley@dms.myflorida.com

(Rev 15 May 2014)

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SECTION 1.0
INTRODUCTION

CONTENTS:

- 1.1 PURPOSE AND SCOPE**
- 1.2 TIMELINE**

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1.1 Purpose and Scope

The State of Florida ("State"), Department of Management Services ("Department"), invites interested Bidders, to submit Responses in accordance with these solicitation documents. The purpose of the solicitation is to establish a forty-eight (48) month State Term Contract for the acquisition of Educational/Institutional Furniture by all State Agencies and other Eligible Users (as defined in Section 3.3(d)), with potential options for renewals as allowed by Chapter 287, Florida Statutes (F.S.).

The scope of this contract includes furniture commonly used in educational facilities or institutions, including but not limited to: dormitory furniture, cafeteria/dining furniture, classroom furniture, laboratory furniture, outdoor furniture, folding tables & chairs, auditorium seating, lockers, stages & risers, individual and multiple seating units, correctional, and healthcare furniture. See section 5.5 for specifically excluded items.

1.2 Timeline

Event	Event Date
Issue Solicitation within MyFloridaMarketPlace Sourcing Tool.	November 9, 2009
Questions from Respondents due via the Q&A Board within MyFloridaMarketPlace Sourcing Tool (No later than 4:00 pm ET).	November 20, 2009
Post Answers to Vendor Questions within MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System (VBS).	December 1, 2009
Solicitation Responses within MyFloridaMarketplace Sourcing Tool and additional required hard copy documents and forms due (No later than 4:00 pm ET).	December 16, 2009
Post Notice of Intended Award within the Vendor Bid System (Per Section 2.13, Electronic Posting of Notice of Intended Award).	January 25, 2010
Contract Award.	Per Section 2.17, Contract Formation
Anticipated Contract Effective Date.	March 1, 2010

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments. **It is strongly recommended to submit your bid as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your bid.**

SECTION 2.0
GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]

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- 2.21 LIMITATION ON VENDOR CONTACT WITH AGENCY DURING SOLICITATION PERIOD.**

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2.1 Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Contract Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any

verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

2.6 Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.

- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any Manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may

provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and those specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

2.21 Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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SECTION 3.0
SPECIAL INSTRUCTIONS TO RESPONDENTS

CONTENTS:

- 3.1 CONTACT PERSON**
- 3.2 ORDER OF EVENTS**
- 3.3 DEFINITIONS**
- 3.4 WHO MAY RESPOND**
- 3.5 MYFLORIDAMARKETPLACE SOLICITATION OVERVIEW**
- 3.6 AMENDMENTS OR ADDENDUMS TO THE SOLICITATION DOCUMENTS**
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- 3.11 EVALUATION CRITERIA**
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3.1 Contact Person

Mina E. Barekat, CPM, FCCM
Purchasing Analyst
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
(850) 488-1985 (voice)
(850) 414-6122 (facsimile)
mina.barekat@dms.myflorida.com

Refer to Section 2.5 for direction related to contacting the Buyer. Any technical questions relating to the MyFloridaMarketPlace System can be directed to the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or: vendorhelp@myfloridamarketplace.com.

3.2 Order of Events

Respondents shall review and become familiar with the Event Timeline and solicitation documents, enter any questions in the MyFloridaMarketPlace Sourcing Tool Q&A Board by the date and time specified in the Event Timeline, answer all questions, submit required documents, and complete information within the MyFloridaMarketPlace Sourcing Tool for this solicitation including pricing and related terms.

The Event Timeline gives the date and time (where applicable) for major activities in the solicitation. See Section 1.2, Timeline, of this solicitation.

3.3 Definitions

The Definitions found and referenced in the General Instructions to Respondents [PUR1001 (10/06)], Section 2.1, and General Contract Conditions [PUR1000 (10/06)], Section 4.1, shall apply to this Section. The following additional terms are also defined:

- (a) "State" means the State of Florida.
- (b) "Department" means the Florida Department of Management Services.
- (c) "Procurement Officer", "Contract Manager", or "Contract Administrator" means the Buyer's contracting personnel, as identified in Section 3.1 or as amended by the Department.
- (d) "Eligible User" is defined in Rule 60A-1.005, Florida Administrative Code (F.A.C.). The following entities are eligible users:
 - 1. All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;

2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools. Section 287.056, Florida Statutes governs agencies' use of the Contract.
- (e) "Vendor(s)" means the entity that believes itself capable and is in the business of providing a Commodity and/or contractual service similar to those within the solicitation, and may or may not respond to the solicitation.
 - (f) "Contractor(s)" means the Respondent that contracts to sell Commodities and/or contractual services, which meet the requirements, specifications, terms, and conditions herein, to an Eligible User.
 - (g) "Manufacturer(s)" means the original producer of a Commodity and/or contractual service.
 - (h) "Servicing Dealer(s)" or "Certified Representative(s)" means a Manufacturer's representative authorized to market, sell, and service specific Commodities and/or contractual services.
 - (i) "Commodity(ies)" means a tangible good, which may or may not meet the specifications herein.
 - (j) "Commodity Code(s)" means the State of Florida specified numeric code for classifying specifications, Commodities, contractual services, Acquisition Methods, and Discounts which meet specific requirements, specifications, terms, and conditions herein.
 - (k) "Part(s)", "Accessory(ies)", or "Attachment(s)" means an optional component or collection of components, which is / are intended for a specific Educational/Institutional Furniture item, that meets the requirements, specifications, terms, and conditions herein, and may be installed to or in conjunction with the applicable Educational/Institutional Furniture item by the Manufacturer, Dealer, Certified Representative, or Eligible User, as specified herein.
 - (l) "MSRP" is an acronym for the Manufacturer's Suggested Retail Price. It represents 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 and contractual services without benefit of a Contract resulting from the solicitation. It must be publicly listed, available, and verifiable by the Department.
 - (m) "Environmental Policy" is a statement by the organization of its intentions and principles in relation to its overall environmental performance, which provides a framework for action and for the setting of its environmental objectives and targets.
 - (n) "Post-Consumer Recycled Content" identifies materials which are derived from businesses or consumers after having served their intended uses, and which have

been separated or diverted from solid waste for the purpose of collection, recycling and disposition.

- (o) "Post-Industrial Recycled Content" identifies materials generated by Manufacturers or product converters, such as trimmings, overruns and obsolete products, that are incorporated into the manufacturing process.
- (p) "GSA" is an acronym for the U.S. General Services Administration. GSA leverages the buying power of the federal government to acquire best value for taxpayers and federal customers. GSA exercises responsible asset management and delivers superior workplaces, quality acquisition services, and expert business solutions. GSA develops innovative and effective management policies. For additional information about GSA, please visit the U.S. General Service Administration at: <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>.
- (q) "Balance-of- Line" means the remaining portion of a Manufacturer's current commercial published price list that is not approved for GSA.
- (r) "End User" The person or entity uses the product or item.
- (s) Delivery Methods – Definition of Terms

Drop-Ship: FOB Destination. Orders shipped directly by a Manufacturer to the purchaser or user. Items delivered to the ordering agency shall be unloaded by the delivering carrier and placed on the agency's loading dock. If there is no loading dock, items shall be unloaded by the delivery carrier and placed in a space immediately adjacent to the carrier's vehicle at the delivery location.

Delivered Not Installed: On delivered non- Installed orders items delivered to the ordering agency shall be unloaded by the delivering carrier and placed on the agency's loading dock. If there is no loading dock, items shall be unloaded by the delivery carrier and placed in a space immediately adjacent to the carrier's vehicle at the delivery location.

Inside Delivery, Non-Installed: On orders specifying inside (non-installed) delivery, items shall be unloaded and delivered, in the shipping carton, to the ordering agency by the delivering carrier and placed inside the door on the first or ground level floor of the building.

Installed Delivery: On installed orders, (open, set in place, ready for use) the contract supplier or the delivering carrier, acting as the contractor's agent, shall be responsible for receipt, inspection, and assembly of items delivered in the area designated by the ordering agency, as well as prompt removal and disposal of all debris which is a result of the delivery. The ordering agency shall be responsible for the immediate removal of any existing furniture from the area in which the contract items are to be installed. Elevator(s) must be made available if more than one story. If no elevator is available, delivery will be made to the ground floor, or additional delivery fees may be negotiated.

3.4 Who May Respond

The Department will accept Responses from responsible and responsive Furniture Manufacturers, who are in good standing with the State of Florida, satisfying the requirements, specifications, terms, and conditions of the solicitation documents. To be eligible for award, a Respondent shall have the demonstrated capability to perform a statewide Contract in the State of Florida.

By submitting a Response, each Respondent certifies that it satisfies all criteria specified in the solicitation documents. The Department may request, and the Respondent shall provide, supporting information and/or documentation. **Failure to supply supporting information and/or documentation as requested will result in disqualification of the Response.**

In furtherance of the One Florida Initiative, Respondents are encouraged to seek the participation of certified minority business enterprises (CMBE). Information on the One Florida Initiative and CMBEs is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

3.5 MyFloridaMarketPlace Solicitation Overview

The Department uses the MyFloridaMarketPlace System ("MFMP") to receive Responses to solicitations electronically.

3.5.1 MyFloridaMarketPlace Vendor Registration Application

Vendors must have a revised, current, and complete Vendor Registration Application identified on the MyFloridaMarketPlace Vendor Registration System at: <https://vendor.myfloridamarketplace.com/>. If you have not registered, please be advised that a minimum of forty-eight (48) hours will be required for access to the Sourcing Tool. Completion of this registration is mandatory for those Vendors who wish to submit a Response.

3.5.2 MyFloridaMarketPlace Sourcing Tool Training

This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool at: <http://sourcing.myfloridamarketplace.com/>. Optional training on how to respond to this solicitation electronically is offered at: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm. Download and review the document titled "ITB Event User Guide."

- For all technical questions about the Sourcing Tool, Vendors should contact the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or: vendorhelp@myfloridamarketplace.com.
- For additional information or assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at the following link: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

This site includes:

- a. Solicitation User Guides
- b. On Demand web-based Sourcing training link

- c. WinZip FAQs
- d. Vendor FAQs

3.5.3 MyFloridaMarketPlace Sourcing Tool Tips

When working in the Sourcing Tool, be aware of the twenty (20) minute time-out function in the Tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty (20) minutes to ensure your entries since you last saved are not lost.

Please note that clicking the SAVE button within the Sourcing Tool only saves your solicitation Responses. **The SAVE button does not transmit your solicitation Response to the State.** In order to transmit your solicitation Response to the State, you must click the SUBMIT button on the SUMMARY page of the solicitation Response.

After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted Response within the Sourcing Tool to verify that the Response is accurately and completely captured within the Sourcing Tool. Respondents must do this while there is sufficient time remaining in the solicitation period in the event you discover an error and need to resubmit a revised Response.

To validate your Response, you should do the following before the solicitation period ends:

- Go to the "My Bids / My Responses" tab within the Sourcing Tool after you submitted your Response.
- Click on the Response ID number of your last submitted Response.
- Review entire Response to make sure all responses are complete, accurate, and as you intended to submit.
- Minimum areas to check are:
 - Text boxes – Is your entire answer viewable?
 - Yes/No questions – Is the displayed answer correct?
 - All uploaded document files – Can you open attached document(s) and clearly view entire content? Does the content of the file(s) match your Response within the Tool (e.g., not an earlier version, incomplete copy, or working copy)?
 - Pricing and Other Information – Are all Prices and other information you intended to submit visible and accurately captured within Sourcing Tool?
 - Required Items - Are all items listed in the solicitation completed as required within the Sourcing Tool?

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE. The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your bid as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your bid.

3.5.4 MyFloridaMarketPlace and Vendor Bid System Email Notification

Vendors are reminded that the Sourcing Tools' Email Notifications are an option provided as a courtesy. The State of Florida is not under any obligation and does not guarantee that Vendors will receive Email Notifications concerning the posting, amendment, award, or close of solicitations. **Vendors are responsible for checking the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System for information and updates concerning solicitations.**

3.6 Amendments or Addendums to the Solicitation Documents

The Department reserves the right to issue Amendments or Addendums to the solicitation. Notice of any Amendment or Addendum will be posted within MyFloridaMarketPlace and the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and reviewing the formal notices and/or changes to the solicitation. Each Vendor is responsible for monitoring the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System sites for new or changing information concerning the solicitation.

3.7 Order of Precedence

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare Responses accordingly.

All Responses are subject to the requirements, specifications, terms, and conditions of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Section 1.0, Introduction
- Section 5.0, Special Contract Conditions
- Section 3.0, Special Instructions to Respondents
- Section 4.0, General Contract Conditions [PUR 1000 (10/06)]
- Section 2.0, General Instructions to Respondents [PUR 1001 (10/06)]
- Section 6.1, Price Sheet
- Section 7.0, Forms

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting its Response, the Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall result in the disqualification of the Respondent's Response for any offers associated with the additional terms or conditions. Failure to comply with the solicitation requirements, specifications, terms, and conditions, including those specifying information that must be submitted with a Response, may be grounds for rejecting a Response.

This Section, 3.7, supersedes and replaces Section 2.4, Terms and Conditions.

3.8 Estimated Quantities

To assist Respondents in the solicitation process, average estimated annual historical spend information is provided. Spend information is based on FY 07/08 and 08/09 data. This figure shall not be construed as a commitment.

- **Estimated Annual Spend: \$17 Million (\$17M USD)**

The above figure reflects estimated annual spend generated by Eligible Users of past contracts for similar Commodities and/or contractual services and is not a commitment. Additional estimations of usage, quantity, volume, weight, spend, and/or other estimates may be provided by the Department in the solicitation documents. The figures provided are to assist Respondents in the solicitation process and/or to assist the Department in evaluating, measuring, and/or scoring Responses to the solicitation and shall not be construed as commitments.

3.9 Submittal of Response

3.9.1 Submittal of Offer

Respondents will submit their offers via the MyFloridaMarketPlace Sourcing Tool (<https://sourcing.myfloridamarketplace.com/>). The Response shall include all appropriate pricing, documents, forms, files, question responses, and information responses located within the MyFloridaMarketPlace Sourcing Tool for the solicitation. All required or requested pricing, documents, forms, files, question responses, and information responses will be entered electronically in the MyFloridaMarketPlace Sourcing Tool during this solicitation as indicated. If no indication for submission is provided for required or requested documents or files, or if instructions to mail a specific document, form, or file are provided, then those specific documents, forms, or files only shall be mailed to the attention of the Contact Person in Section 3.1 of the solicitation.

The outer packaging of mailed documents shall clearly state: Solicitation Title, Number (ITB No. 14-420-420-M; Educational/Institutional Furniture), and the Solicitation Responses Due Date and Time from the Timeline in Section 1.2 of the solicitation.

Failure to provide all required information within the solicitation Response may result in rejection of the Response.

In the event the Respondent submits more than one Response in the MyFloridaMarketPlace Sourcing Tool, only the last Response received by the system shall be considered for award. Previous Responses will not be visible to the State of Florida. Responses (other than document, file, or form submissions indicated by the solicitation to be mailed) not submitted within the MyFloridaMarketPlace Sourcing Tool shall be rejected. The System will require Respondents to review the Solicitation Preparation Checklist (Section 7.8) and confirm that they have completed all required

activities before receiving the offer. The Solicitation Preparation Checklist does not relieve the Respondent of responsibility for ensuring that all requirements of the solicitation are included with the solicitation Response. The Solicitation Preparation Checklist does not have to be provided with the Response.

Each Respondent is responsible for ensuring that their offer is accurately and completely submitted before the Solicitation Responses Due Date and Time noted on the Timeline in Section 1.2 of the solicitation. The Department shall not consider late offers and the System will NOT accept offers after the Solicitation Responses Due Date and Time specified in the Timeline. **The Response must be accurate, complete, and submitted in the MyFloridaMarketplace Sourcing Tool, or as otherwise provided in the solicitation documents, by the date and time specified on the Timeline or the Response shall be deemed non-responsive.**

3.9.2 Price Sheet Responses

Price Sheet Responses shall be submitted on the Price Sheet form, Section 6.1. If Respondent holds a Federal GSA contract, the same, or lower, product pricing must be offered to the State. If Respondent does not hold a Federal GSA contract, prices shall represent the lowest price available in the public sector for like volumes.

Prices shall be submitted in the form of:

- **GSA Prices for GSA Approved Products** – Discount off Manufacturer's current commercial published price list with the GSA – approved discount structure OR the published GSA discounted price list (net price catalog). Please provide the following pricing documentation:
 - A copy of Manufacturer's GSA contract terms and conditions. GSA contract must specify discount percentage or pricing on compact disc.
 - GSA Price Catalog on compact disc.
 - Commercial price list must clearly identify name and/or number, and effective date on compact disc.
 - Pricing submitted for **balance-of-line** items shall be within 5% of the discount offered for similar items already on the current contract. State Purchasing reserves the right to except or reject any items submitted. These items shall be submitted on Section 6.1, Price Sheet, Section B, Non-GSA prices for products not on GSA.

Adjustments to address a difference between the GSA Industrial Funding Fee and the MyFloridaMarketPlace Transaction Fee may be listed on the Price Sheet as a percentage of the total applicable charge, and shall not exceed the exact difference of the two fees (.25%). **Reference Contract Sales Summary and Transaction Fee Reports, Section 5.29 for additional information.**

- **Non-GSA Prices for Products Not on GSA** – Prices offered shall represent the lowest price available in the public sector for like volumes. Please provide the following pricing documentation:
 - Commercial price list must clearly identify name and/or number, and effective date on compact disc.

State Purchasing reserves the right to reject Responses with prices, discounts, and/or terms less favorable than those offered to other entities in the State (i.e., city or county contracts), and/or do not offer the best value to the State.

Failure to provide the Price Sheet form and pricing documentation by the date and time specified in Section 1.2, Timeline shall result in the Respondent being deemed non-responsive.

3.9.3 Savings / Price Reductions

Respondent shall submit one (1) accurately completed Savings / Price Reductions form (Section 7.3) with their Response containing the required savings information for each Commodity offered and a method(s) for the Department to verify the savings information provided. The Savings / Price Reductions form will be submitted to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation.

Failure to provide the Savings / Price Reductions form by the date and time specified in Section 1.2, Timeline may result in the Respondent being deemed non-responsive.

3.9.4 Ordering Instructions

Respondent shall submit one (1) completed Ordering Instructions form (Section 7.1) with their Response identifying persons responsible for answering questions about the Response and administering the Contract, if awarded, and shall provide information necessary for placing orders under the Contract, if awarded. The Ordering Instructions form will be submitted to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation.

Failure to provide the Ordering Instructions form by the date and time specified in Section 1.2, Timeline may result in the Respondent being deemed non-responsive.

3.9.5 Authorized Servicing Dealer & Manufacturer's Representatives

Respondent shall submit two (2) Authorized Servicing Dealer & Manufacturer's Representatives form (Section 7.2) with their Response identifying Manufacturer's representatives authorized to market, sell, and service specific Commodities and/or contractual services. The Authorized Servicing Dealer & Manufacturer's Representatives form will be submitted to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation.

Failure to provide the Authorized Servicing Dealer & Manufacturer's Representatives form by the date and time specified in Section 1.2, Timeline may result in the Respondent being deemed non-responsive.

3.9.6 Contract Signature Page

The Contract Signature page is provided for reference purposes and is not required to be submitted as part of a solicitation response. A revised Contract Signature page will be provided to successful Respondents following the award posting and contract development process. Executed original(s) will be maintained by the Department of Management Services.

3.9.7 Certification of Drug-Free Workplace

Respondent shall submit one (1) Certification of Drug-Free Workplace form (Section 7.5). Respondent shall certify that the Respondent has a drug-free workplace program. The Certification of Drug-Free Workplace form will be submitted to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation.

Failure to provide the Certification of Drug-Free Workplace form by the date and time specified in Section 1.2, Timeline may result in the Respondent being deemed non-responsive.

3.9.8 Product List

Respondent shall submit one (1) Product List form (Section 7.6). The Product List Form is a listing of product categories available in this Contract. A category listing, and a listing of Contractors providing those products, will be made available as a reference aid to Customers. The Product List form shall be submitted to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation.

Failure to provide the Product List form by the date and time specified in Section 1.2, Timeline may result in the Respondent being deemed non-responsive.

3.9.9 References

Respondent shall submit one (1) References form (Section 7.7). Respondent shall present a minimum of three (3) projects sold to Eligible Users (defined in Section 3.3(d)) completed in the previous 24 months. Purchase orders or invoices related to each reference shall also be submitted for review. Submitted purchase orders or invoices shall clearly reference the Eligible User and shall clearly list the Manufacturer's product. The References form shall be submitted to the Department electronically using the MyFloridaMarketPlace Sourcing Tool, per Section 3.9.1 of the solicitation. Purchase order or invoice copies shall be submitted in hard copy to the contact person in Section 3.1 by the solicitation submission deadline.

Failure to provide the References form and supporting documentation by the date and time specified in Section 1.2, Timeline may result in the Respondent being deemed non-responsive.

3.10 Execution of Response

The bid shall include all appropriate forms located within the MyFloridaMarketPlace Sourcing Tool RFX Info Section for this solicitation including pricing and related terms. Failure to provide all requested information within the bid package may result in rejection of the bid.

3.11 Evaluation Criteria

The Department shall evaluate eligible responsive offers. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsible. The Department reserves the right to determine which Responses meet the requirements of this solicitation, and which Respondents are responsive and responsible.

3.12 Basis for Award

The Department reserves the right to award all items to a single vendor or award to multiple vendors by item, category, or any other separable portion if deemed to be in the best interest of the State. The Department reserves the right to make awards as determined to be in the best interest of the State of Florida, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State of Florida's best interest.

3.13 State Objectives

Within thirty (30) calendar days following award of the Contract, if awarded, the Contractor shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.13.1 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority- and women-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority- and women-owned businesses with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

It is vital that small, minority, and women-owned business enterprises participate in the State's procurement process as both prime Contractors and Subcontractors under prime Contracts. Small, minority, and women-owned businesses are strongly encouraged to submit replies to this solicitation.

The Contractor shall submit documentation addressing Diversity and describing the efforts being made to encourage the participation of small, minority, and women-owned businesses. Information on Certified Minority Business Enterprises (CMBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

3.13.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall submit as part of any response the Contractor's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3.13.3 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the Certification of Drug-Free Workplace form included in Section 7.5 of the solicitation. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation.

3.13.4 Products Available from the Blind or Other Handicapped (RESPECT)

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section [413.036](#)(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to

be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

The Contractor shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.13.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The State supports and encourages the use of Florida correctional work programs. 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 products it offers is available at <http://www.pride-enterprises.org/>.

The Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

3.14 Environmental Policy

The State of Florida, as outlined in Section 287.045, F.S., is committed to reducing waste and promoting energy conservation. To that effort, Respondents are required to meet minimum recycled content standards **AND** to submit information relating to their company's environmental policy and implementation process.

Respondent shall submit a detailed environmental policy. This policy should explain the Respondent's environmental mission and shall include detailed information on initiatives or procedures related to the realization of the environmental mission, for example:

- Pollution prevention opportunities
- Energy conservation
- Water conservation
- Green House Gas (GHG) reductions
- Disposal of solid and/or hazardous waste
- Recycling of scrap
- Health and safety issues
- Community involvement

If applicable, Respondent shall also submit any prepared and/or approved documentation in relation to the Business & Institutional Furniture Manufacturer's Association (BIFMA) Sustainability Guidelines, ISO 14001, and Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines.

Contractor shall provide a link to their Environmental Policy and any additional industry documentation on the State Contract Web Page as described in Section 5.27.

Failure to provide a detailed Environmental Policy by the date and time specified in Section 1.2, Timeline may result in the Respondent being deemed non-responsive.

3.15 Recycled Content Requirements

Respondent shall identify all product lines (or products) including recycled content and/or post-consumer recycled content. Respondent shall confirm that all corrugated cardboard materials and containers used in the packaging and transport of office furniture products will be made with a minimum of 35% recycled material (post-consumer and/or post-industrial) and meets standard performance requirements. Verification of the recycled material content shall be confirmed in writing by the product supplier or through documented specifications from the product supplier, and shall be submitted on compact disc no later than the opening date and time.

3.16 Florida Climate Friendly Preferred Product List

In addition to ENERGY STAR compliance, Contractors are encouraged to propose products that meet the Florida approved green product labels/standards. Under the leadership of Florida Governor Charlie Crist, the Department of Management Services (DMS) encourages the purchase of environmentally preferable products (EPPs) by Florida governmental entities where possible. Upon award, Contractors will be encouraged to submit a list of their qualifying products for review and posting to the Florida Climate Friendly Preferred Products List. The current list can be viewed at the following DMS website link:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/florida_climate_friendly_products_list

The Florida Climate Friendly Preferred Products List includes state contract approved products that have received one or more of the following certifications, labels, and standards:

[California Energy Commission \(CEC\) Appliance Efficiency Regulations](#)

[California Environmentally Preferred Products Guide](#)

[California State Agency Buy Recycled Program \(SABRC\)](#)

[Electronic Product Environmental Assessment Tool \(EPEAT\)](#)

[Energy Star](#)

[EPA Comprehensive Procurement Guidelines \(CPG\)](#)

[EPA SmartWay and SmartWay Elite](#)

[EPA WaterSense](#)

[Forest Stewardship Council \(FSC\)](#)

[Green Seal](#)

[Greenguard](#)

[MDBC's Cradle to Cradle Silver Certification \(or higher\)](#)

[Minnesota Green Guardian EPP Guide](#)

[NEMA Premium](#)

[RoHS](#)
[SCS \(Scientific Cert. Sys.\) / NSF International](#)
[Terra Choice / Ecologo](#)
[US Federal Energy Management Program \(FEMP\)](#)
[USDA Organic Label](#)

3.17 Lobbying

Please reference Section 2.21, Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents are advised that the following will be included in the Contract for these services: In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency.

3.18 Special Accommodation

Any person requiring a special accommodation at State Purchasing because of a disability should call State Purchasing at (850) 488-8440 at least five (5) business days prior to the bid opening. If you are hearing or speech impaired, please contact State Purchasing by using the Florida Relay Service at (800) 955-8771 (TTY).

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SECTION 4.0

GENERAL CONTRACT CONDITIONS [PUR1000 (10/06)]

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- 4.2 PURCHASE ORDERS.**
- 4.3 PRODUCT VERSION.**
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- 4.5 ADDITIONAL QUANTITIES.**
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- 4.47 SEVERABILITY.

4.1 Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2 Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version. Purchase orders shall be deemed to reference a Manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of

the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9 Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11 Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after

receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.14 Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

4.15 Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16 Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17 Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18 Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector

General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.19 Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20 Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar

amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21 Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22 Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23 Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25 Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26 Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27 Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor

after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

4.28 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29 Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31 Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32 Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33 Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34 Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35 Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.36 Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37 Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38 Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39 Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

4.41 Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

4.42 Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44 Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.45 Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.46 Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47 Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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SECTION 5.0
SPECIAL CONTRACT CONDITIONS

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5.1 Definitions

The Definitions found and referenced in the General Contract Conditions [PUR1000 (10/06)], Section 4.1, and the Definitions found and referenced in the General Instructions To Respondents [PUR1001 (10/06)], Section 2.1, and the Definitions found and referenced in Section 3.3, Definitions, shall apply to this Section. The following additional terms are also defined:

“Manufacturer’s Price List” means the most recent document published by the Manufacturer for all commercial users that details products available, model numbers, options, and prices for each.

“Manufacturer’s Representative,” refers to a person engaged by the Manufacturer to sell or promote sales of the Manufacturer’s products.

5.2 Period of Agreement

The contract resulting from this solicitation, if awarded, will be effective for 48 months from the Contract Formation date, per Section 2.17. This agreement has the option to renew per Section 287.057(14), Florida Statutes and in accordance with 60A-1.048, F.A.C. Renewal is contingent upon satisfactory performance by the Contractor.

5.3 Eligible Users

Please reference Section 3.3(d).

5.4 Eligible Products

The Department reserves the right to determine scope compatibility for the Contract. All products offered under this contract shall be new and unused and in current production. No series shall be considered for award if already awarded on or in conflict with another State contract. Eligible products for this contract include, but are not limited to:

- Dormitory Furniture (beds, dressers, tables, workstations, chairs, storage, lounge furniture, etc.)
- Healthcare Furniture (patient room furniture, waiting room furniture, nursing station desks & seating, sleeper chairs, etc.)
- Classroom Furniture (student & teacher desks, student & teacher seating, stools, tables, workstations, computer stations, lab furniture, fume hoods, bookcases, storage cabinets, etc.)
- Cafeteria & Dining Furniture (tables, booths, chairs, stools, cabinets, etc.)
- Institutional Furniture (auditorium seating, lobby seating, lockers, stages, risers, folding tables & chairs, display cabinets, etc.)
- Outdoor furniture (tables, chairs, benches)
- Correctional furniture (tables, chairs, benches, beds)

The Department reserves the right to require samples of proposed products before making a final determination of acceptance.

5.5 Excluded Products

Items excluded from the Contract include:

- Remanufactured or refurbished products.
- Any items or product lines currently awarded under another state term contract.
- Any items or product lines that may qualify for award under another state term contract.
- Park accessories, site accessories, medical equipment, lighting, carpets/rugs, and decorative accessories and items.

5.6 Customized Products

Minor customization of standard product(s) is allowable. Standard Contract Warranty (Section 5.22) will apply to the customized product(s). Standard products must be approved for the contract.

Customizations that alter the basic structure or function, or substantially change the appearance of a standard product are not considered minor and will require written approval from the Department prior to order placement. Eligible Users shall verify the following:

- Standard product is available through GSA offering (if applicable) or on contract.
- All warranties, services, terms and conditions applicable for standard products on this contract will be honored in writing by the Manufacturer for customized products.
- Best value for the customized products (prices, item/service quality, terms and conditions) has been documented.

Customized products are subject to the end user's approval following delivery. Items not conforming to customized specifications may be rejected and customers will not be liable for contractor's cost.

If the contractor approves a conforming item for return, the item may be subject to a re-stocking fee, plus freight charges.

5.7 Qualifications

Only Responses submitted by product Manufacturers will be considered for evaluation. Respondents must have the capability to provide Educational/Institutional furniture in accordance with the solicitation documents. Contract orders may be directed to a Manufacturer's representative or to servicing dealers, but only those Responses signed and presented by the product Manufacturer will be considered for contract award.

5.8 Delivery Requirements

Delivery and shipping costs shall mirror charges as approved by GSA (if applicable).

Any charges for freight, delivery, and installation shall be noted on the price sheet, Section 6.1. The Department reserves the right to reject any additional charges.

Delivery of standard product is required within 90 days from receipt of a Purchase Order containing complete and correct ordering information. Exceptions (for special finishes, custom fabrics, or other non-standard options, large volume order, etc.) shall be negotiated with the Customer. Delivery delayed beyond 90 days or the agreed upon term must be justified to the Customer in writing, and if requested, the Contractor shall provide furniture on a temporary rent-free basis until delivery of ordered items is completed. Any known factors that may disrupt the delivery schedule (shut-downs, inventory periods, etc.) must be clearly stated in the product quote.

Multiple delivery points must be clearly indicated on the Purchase Order. Customer shall list delivery locations and instructions in the body of the Purchase Order, as well as the commodity number and quantity for each location.

For non-installed orders, items shall be unloaded by the delivering carrier and placed on the Customer's loading dock. If there is no loading dock, items shall be unloaded by the carrier and placed in a space immediately adjacent to the carrier's vehicle at the delivery location.

For orders specifying inside (non-installed) delivery, items shall be unloaded and delivered by the delivering carrier and placed inside the door on the first or ground level floor of the building.

For installed orders, the Contractor or its representative shall be responsible for receipt, inspection, and assembly of items delivered in the area designated by the Customer, as well as prompt removal and disposal of all debris resulting from the delivery. The Customer shall be responsible for the immediate removal of any existing furniture from the area in which the items are to be installed. Elevators must be made available if more than one story. If no elevator is available, delivery shall be made to the ground floor or an additional delivery charge shall be negotiated if the Contractor is willing to transport the items via stairways.

5.9 Delays & Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract (via the established Complaint to Vendor process (PUR 7017)) may result in default proceedings and/or termination.

5.10 Price Adjustments

Revisions to pricing or terms impacting pricing shall be requested in writing and must be approved by the Department prior to advertisement or implementation. The Contractor shall:

- Submit Contract Revision Authorization Form.

- Submit written justification for requested adjustment.
- Submit a new or revised price list (if applicable), or Manufacturer's current Federal GSA Contract, on compact disc.
- If applicable, submit a copy of the signed Federal GSA Modification approving any price changes or adjustments along with all corresponding attachments, on compact disc.
- Identify the percentage(s) of requested increase and affected products or services, or
- Identify the percentage(s) of requested decrease and affected products or services.
- Update the State Contract Web Page immediately following written approval.

Any **GSA approved revision of pricing and products** shall be submitted to State Purchasing with the State reserving the right to accept or reject within 30 days, or cancel the contract. **Any increase accepted shall not become effective until approved in writing by State Purchasing.**

If Contractor does not provide GSA pricing, price adjustments shall be based on a percentage equal to the amount of increase (or decrease) in the Producer Price Index (PPI) on the date closest to the change date versus to the index on the date closest to the time of the contract award date or the last contract price change. A price increase may be requested by either party one (1) time per 12 month period by using the Producer Price Index (PPI) for Industry: Institutional Furniture Manufacturing as published by the U.S. Bureau of Labor Statistics. The rate adjustments will be based on the latest non-preliminary PPI (Series ID PCU337127337127).

PPI information can be found by going to the U.S. Bureau of Labor Statistics website at: <http://www.bls.gov/ppi/#data>. Scroll down to PPI Databases. Then select "Industry Data" (one-screen data search). In Box 1 enter "Institutional" and click find. In Box 2, click on "337127337127 Institutional Furniture Manufacturing". In Box 3, click "Get Data". By clicking the following link below the PPI information will appear: [http://data.bls.gov/PDQ/servlet/SurveyOutputServlet;jsessionid=f0306e310312Dy\\$3F\\$3F](http://data.bls.gov/PDQ/servlet/SurveyOutputServlet;jsessionid=f0306e310312Dy$3F$3F).

The index will be updated as new information is available.

Price increase requests that exceed the corresponding PPI increases for the category noted above may not be approved. Review factors may include, but are not limited to, previous pricing adjustments, comparative study of other Contractors offering similar products, and market trends. The Department reserves the right to accept or reject any requested pricing adjustment within 30 days, or terminate the contract for convenience. Any increase accepted by GSA shall not become effective until approved by the Department.

The State, at its sole discretion, may allow an equitable adjustment in the contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace. Reference General Contract Conditions, PUR 1000, paragraph 4.4(e) for detailed criteria.

If for any reason, during the term of the contract, the contractor reduces the pricing for similar services or products to a similarly situated entity with similar or smaller contract volume, the State shall receive an equivalent reduction in pricing for the services or products delivered to the State. Additionally, in the event the contractor offers additional shared savings to a similar situated entity with similar or smaller contract volume, the additional shared savings also shall be given to the State.

Unapproved pricing marketed to Eligible Users may result in the default proceedings, and the Contractor shall be responsible for any reprourement costs incurred by the Customer.

5.11 Fill-In Pricing

For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation. Reference General Contract Conditions, PUR 1000, paragraph 4.5 for additional information.

5.12 Installation Charges

Installation charges shall be listed on the Price Sheet as a per-item fee, percentage of price fee, or negotiable per project. Installing agent shall be responsible for receipt, inspection, assembly of items, and debris removal at the location listed on the purchase order. Separate installation charges may apply to any required reconfiguration of furniture during the term of the Contract. Additional charges for installation during non-regular work hours or other unique applications shall be agreed upon in writing and approved by the Customer prior to installation services being performed.

5.13 Space Planning / Design Fees

Space Planning / Design fees shall be listed on the Price Sheet as an hourly fee, percentage of price fee, or negotiable per project. Customer shall approve Space Planning fees in writing prior to any services being performed by the Contractor or Servicing Dealer.

5.14 New Products

New products may be considered for addition to the contract. New products may not be marketed as approved products prior to written approval from the Contract Administrator. All requests for review shall be made in writing and shall include the following:

- Completed Contract Revision Authorization Form. The Department shall distribute, in electronic format, the Contract Revision Authorization Form to be used by the Contractor upon Contract Formation, Section 2.17.
- Written justification for requested adjustment.
- New or revised price list (if applicable), or Manufacturer's current Federal GSA Contract - on compact disc.

- Copy of the signed Federal GSA Modification approving any price changes or adjustments along with all corresponding attachments (if applicable), on compact disc.
- Current price book consistent with GSA Contract- on compact disc.
- Literature of product or series requested for addition.
- Update State Contract Web Page immediately following written approval.

5.15 Product Additions and Deletions

During the Contract Period of Agreement, Section 5.2, the Department shall have the right to add or delete Products to this agreement. Any new Products added shall meet the requirements, specifications, terms, and conditions herein, and at mutually agreed upon pricing, accepted in writing, by both the contractor and the Department. Products may be removed at the sole discretion of the Department, per the requirements, terms, and conditions herein and/or as permitted by Florida Statute or Florida Administrative Code.

5.16 Changes to Purchase Orders

A Purchase Order issued pursuant to the Contract is a binding agreement. Customers should verify the accuracy of their Purchase Orders. Changes to Purchase Orders are subject to the following:

Changes in the number of units, commodity number, description, features or colors can only be made subject to the approval of the Contractor;

Changes to the method of delivery or the designated delivery location can only be made subject to the approval of the Contractor;

Most furniture items are considered custom orders. If the Contractor approves an item for return, the item may be subject to a re-stocking fee, plus freight charges.

5.17 Changes to Invoices

Changes to Invoices may be allowed if agreed upon by the Customer, in writing. Additional funds may not be available for orders funded by Legislative appropriation, public grants, or developed through an official request for quote or bid process. Payment revisions may also be subject to the Customer's internal payment adjustment percentages or policies. A responsible effort should be made by the Customer to accommodate typographical or minor errors, but the ultimate responsibility for accuracy is with the Contractor and the Customer shall not be liable for circumstances beyond their control.

5.18 Special Sales Offers

Contractors are required to present any special sales offers or programs to the Department for approval prior to implementation or presentation. Any special sales proposals approved for the Contract must be accessible by any Eligible Customer.

5.19 Servicing Dealers

Respondent shall name a minimum of two (2) Authorized Servicing Dealers or service representatives for the Contract. Respondents are encouraged to utilize Certified Minority Business Enterprise (CMBE) dealers. Respondent shall identify any CMBE dealers on the Authorized Servicing Dealer & Manufacturer's Representatives Form (Section 7.2). Each dealer or representative named will be responsible for product delivery and installation (if applicable), as well as providing assistance to Eligible Customers. If Servicing Dealers will be receiving orders on behalf of the Contractor, they are required to register in MyFloridaMarketPlace, and registration confirmation shall be noted on the Servicing Dealer Form. The Authorized Servicing Dealer & Manufacturer's Representatives Form will be submitted to the Department electronically using the MyFloridaMarketPlace Sourcing Tool., per Section 3.9.1 of the solicitation.

Failure to provide the Authorized Servicing Dealer & Representatives form by the date and time specified in Section 1.2, Timeline may result in the Respondent being deemed non-responsive.

5.20 Conformance to Codes

If installation is required, the authorized servicing dealer or Representative shall be responsible for verifying furniture space plan/configuration fits the given space and that all aisles, openings, and doors meet local fire and safety codes and are in conformance with ADA regulations. Also, upon the request of the Department or Eligible Customer, the Contractor shall be responsible for providing written verification of their product's conformance to current fire and flammability codes, as regulated by the State of Florida.

5.21 Quantity Discounts

Respondents are urged to offer additional discounts for one time delivery of large single orders of any assortment of items in the space provided on the price sheets. Such discounts will not be considered in the evaluation of the Response.

5.22 Warranty

All products shall be warranted by the Contractor against mechanical, electrical, and workmanship defects for a warranty period of at least 5 years, or the period stated in the Manufacturer's warranty, whichever is greater. Fabric and pneumatic cylinders shall be warranted for a minimum of 1 year.

Should defects become evident within the warranty period, the Contractor shall either repair the defective parts and materials or replace the contract item at no additional cost. The warranty period shall start with the date of product acceptance and shall be extended to include times during which the products are out of service for warranty repair.

5.23 Contract Service Requirements

Requests by Customers for Product Literature, Price Lists, and Specifications must be provided within five (5) working days after receipt of written request, at no charge to Customers. However, the Department shall review and approve all Product Literature, Price Lists, and promotional materials before distribution to Customers.

5.24 Insurance, Worker's Compensation

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. Copies of insurance certificates are to be mailed annually to the Contract Administrator.

5.25 Ethical Business Practices

Contractor and servicing dealer partners shall work in partnership with the State to ensure a successful and valuable contract. Ethical practices are required of State employees, contractors, and all parties representing the contractor. All work performed under this contract will be subject to review by the Inspector General of the State of Florida and the Inspector General of the Department of Management Services, and any findings suggesting unethical business practices may be cause for termination. **Reference General Contract Conditions, PUR 1000, Lobbying and Integrity, paragraph 4.18 for additional requirements.**

5.26 Contract Revisions

Revisions to product, pricing, terms, or presented materials must be approved by the Department prior to advertisement or implementation. Requests for revision shall be submitted in writing to the Contract Administrator for review and writing approval. See Section 5.10, Price Adjustments, for more information.

Any GSA approved revision of pricing and products shall be submitted to State Purchasing with the State reserving the right to accept or reject within 30 days, or cancel the contract. Any increase accepted shall not become effective until approved by State Purchasing.

5.27 Contractor State Contract Web Page

This Contract shall be available for review via MyFlorida.com. Within 30 days following notice of contract award, Contractors are required to present a dedicated State Contract Web Page to contain all information listed below:

- Ordering Instructions (see Section 7.1)
- Servicing Dealers (see Section 7.2)
- Approved Contract pricing (in Word, Excel, or PDF format)
- Environmental policy & Recycled Content Information, as addressed in Sections 3.14 and 3.15.

The Department shall link the Contractor's web page and Price Sheet (Section 6.1) to the Contract site on <http://dms.myflorida.com/>. Contractor shall maintain this dedicated State Contract Web Page for the life of the Contract.

Additional mandates include:

- If unauthorized information is discovered on the State Contract Web Page, the Contractor's link may be immediately disconnected and the Contractor shall be liable for any incorrect or unauthorized purchases, and any refunds due.
- Access to the Contractor's State Contract Web Page, or to links or documents on that Web Page, shall not require a password.
- Contractor's State Contract Web Page shall be compatible with the current version of browser software used by State Purchasing.
- Barring unexpected technological interruptions or forces of nature, frequent or consistent web page inaccessibility may be grounds for contract termination.
- Additional links to the Contractor's home page, product literature, or other pertinent information may be included on the State Contract Web Page.

5.28 MyFloridaMarketPlace (MFMP) Electronic Catalog Requirement

Within 30 days following notice of award, Contractors shall provide a completed data template that contains necessary information to enable your electronic catalog in MyFloridaMarketPlace (MFMP). This format is generally Microsoft Excel. Necessary information may include, but is not limited to, Contractor name, SKU, brand/Manufacturer, product name and brief description, unit of measure, and price. Contractor shall provide this information in the format required by the MyFloridaMarketPlace third-party Service Provider. No costs or expenses associated with providing this information shall be charged to the Department, Customers, or Service Provider.

5.29 Contract Sales Summary and Transaction Fee Reports

Contract Sales Summary: The Contractor is required to provide quarterly Contract Sales Summary reports to the Contract Manager. Reports shall include:

- Contractor's Name
- Reporting Period

- Total dollar value of purchases per quarter differentiating between Eligible User types, State Agencies and Political Subdivisions.
- Listing total dollar of Environmentally Preferred Products sales and contract sales through Certified Minority Business Enterprises.

Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager as stipulated. The Department shall distribute, in electronic format, the Contract Sales Summary forms to be used by the Contractor upon Contract Formation, Section 2.17.

Failure to provide a quarterly report, including no sales, within thirty (30) calendar days following the end of each quarter and/or contract year may result in the default proceedings and termination of the contract by State Purchasing.

Transaction Fee Report: The Contractor is required to submit monthly Transaction Fee Reports in electronic format. 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 and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at <http://dms.myflorida.com/mfmp>). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time. Refer to Section 4.14 for additional information and requirements.

The Department reserves the right to request more detailed reports as necessary.

5.30 Purchasing Card Program

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

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

5.31 Compliance with Laws

The Contractor shall 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. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

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SECTION 6.0

PRICE SHEET

CONTENTS:

6.1 PRICE SHEET

(MICROSOFT EXCEL™ ATTACHMENT REQUIRING SEPARATE DOWNLOAD; SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)

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SECTION 7.0
FORMS

- 7.1 ORDERING INSTRUCTIONS**
(MICROSOFT WORD™ ATTACHMENT REQUIRING SEPARATE DOWNLOAD; SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.2 AUTHORIZED SERVICING DEALER & MANUFACTURER'S REPRESENTATIVES**
(MICROSOFT WORD™ ATTACHMENT REQUIRING SEPARATE DOWNLOAD; SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.3 SAVINGS / PRICE REDUCTIONS**
(MICROSOFT WORD™ ATTACHMENT REQUIRING SEPARATE DOWNLOAD; SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.4 CONTRACT SIGNATURE PAGE**
(PLEASE NOTE: THIS DOCUMENT IS PROVIDED FOR REFERENCE PURPOSES AND IS NOT REQUIRED TO BE SUBMITTED AS PART OF A SOLICITATION RESPONSE. ANY SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)
- 7.5 CERTIFICATION OF DRUG-FREE WORKPLACE**

(MICROSOFT WORD™ ATTACHMENT REQUIRING SEPARATE DOWNLOAD; SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)

7.6 PRODUCT LIST

(MICROSOFT WORD™ ATTACHMENT REQUIRING SEPARATE DOWNLOAD; SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)

7.7 REFERENCES

(MICROSOFT WORD™ ATTACHMENT REQUIRING SEPARATE DOWNLOAD; SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)

7.8 SOLICITATION PREPARATION CHECKLIST

(MICROSOFT WORD™ ATTACHMENT REQUIRING SEPARATE DOWNLOAD; SUBMITTED ORIGINAL(S) MAINTAINED BY THE DEPARTMENT OF MANAGEMENT SERVICES.)

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7.1 ORDERING INSTRUCTIONS

Section 7.1, Ordering Instructions Form	
Respondent Information	
RESPONDENT NAME:	[Enter Respondent's Name]
RESPONDENT FEID NO.:	[Enter Respondent's Federal Employer Identification Number]
MFMP / SPURS VENDOR NO.:	[Enter Respondent's MFMP / SPURS Vendor Number, if Known]
STREET ADDRESS:	[Enter Respondent's Street Address]

CITY, STATE and ZIP:	[Enter Respondent's City, State and ZIP]
INTERNET ADDRESS:	[Enter Respondent's Internet Address]
TELEPHONE NO.:	[Enter Respondent's Main Telephone Number]
TOLL-FREE NO.:	[Enter Respondent's Main Toll-Free Telephone Number, if Available]
FAX NO.:	[Enter Respondent's Main Fax Number]
Person Responsible For Administering The Contract	
NAME:	[Enter Contact's Name]
TITLE:	[Enter Contact's Title]
STREET ADDRESS:	[Enter Contact's Street Address]
CITY, STATE and ZIP:	[Enter Contact's City, State and ZIP]
E-MAIL ADDRESS:	[Enter Contact's E-Mail Address]
TELEPHONE NO.:	[Enter Contact's Telephone Number]
TOLL-FREE NO.:	[Enter Contact's Toll-Free Telephone Number, if Available]
CELL PHONE NO.:	[Enter Contact's Cell Phone Number (Optional)]
FAX NO.:	[Enter Contact's Fax Number]
Ordering and Remit-To Information	
REMIT-TO:	[Enter Respondent's Remit-To Name] Or Enter "See Servicing Dealer List"
REMIT-TO STREET ADDRESS:	[Enter Respondent's Remit-To Street Address]
REMIT-TO CITY, STATE and ZIP:	[Enter Respondent's Remit-To City, State and ZIP]
Note: Please make sure the Ordering Instructions information provided above matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information (http://vendor.myfloridamarketplace.com/).	

7.2 AUTHORIZED SERVICING DEALER & MANUFACTURER'S REPRESENTATIVES

Section 7.2, Authorized Servicing Dealer & Manufacturer's Representatives Form	
Servicing Dealer Information	
DEALER NAME:	[Enter Dealer's Name]
DEALER FEID NO.:	[Enter Dealer's Federal Employer Identification Number]

MFMP / SPURS VENDOR NO.:	[Enter Dealer's MFMP / SPURS Vendor Number, if Known]
STREET ADDRESS:	[Enter Dealer's Street Address]
CITY, STATE and ZIP:	[Enter Dealer's City, State and ZIP]
INTERNET ADDRESS:	[Enter Dealer's Internet Address]
TELEPHONE NO.:	[Enter Dealer's Main Telephone Number]
TOLL-FREE NO.:	[Enter Dealer's Main Toll-Free Telephone Number, if Available]
FAX NO.:	[Enter Dealer's Main Fax Number]
Manufacturer Representation	
MANUFACTURER'S REPRESENTATIVE NAME:	[Enter Manufacturer's Representative Name]
TITLE:	[Enter Manufacturer's Representative Title]
STREET ADDRESS:	[Enter Manufacturer's Representative Street Address]
CITY, STATE and ZIP:	[Enter Manufacturer's Representative City, State and ZIP]
E-MAIL ADDRESS:	[Enter Manufacturer's Representative E-Mail Address]
TELEPHONE NO.:	[Enter Manufacturer's Representative Telephone Number]
TOLL-FREE NO.:	[Enter Manufacturer's Representative Toll-Free Telephone Number, if Available]
CELL PHONE NO.:	[Enter Manufacturer's Representative Cell Phone Number (Optional)]
FAX NO.:	[Enter Manufacturer's Representative Fax Number]
GEOGRAPHIC AREA OF TERRITORY:	[Enter Manufacturer's Representative Geographic Area of Territory]
NOTES:	
Note: Please make sure the Ordering Instructions information provided above matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information (http://vendor.myfloridamarketplace.com/).	
PLEASE DUPLICATE THIS FORM ON ADDITIONAL TABS AS NEEDED	

7.3 Savings / Price Reductions

SAVINGS/PRICE REDUCTIONS

The Respondent is required to furnish the percent (%) savings price offered compared to MSRP.

DATE _____

Competitive prices offered in Section 6.1, Price Sheet, provide a base discount of ____% off of the MSRP.

HOW CAN WE VERIFY THE CLAIMED SAVINGS

AUTHORIZED SIGNATURE: _____

TELEPHONE NUMBER: _____

RESPONDENT NAME: _____

IF CONTRACT AWARDED, STATE PURCHASING ANALYST / SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY THE SAVINGS OFFERED:

WHAT WERE THE RESULTS? _____

PURCHASING ANALYST / SPECIALIST: _____

7.4 Contract Signature Page

CONTRACT

This Contract, effective (date to be determined) is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Invitation to Bid No. 14-420-420-M; Educational/Institutional Furniture. The Department has determined to accept select Contractor's responses and to enter into this Contract in accordance with the requirements, terms, and conditions of the solicitation.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2001). The term of the Contract begins on the Effective Date for a period of 48 months. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This document, Section 7.4, Contract Signature Page
- Section 5.0, Special Contract Conditions
- Section 3.0, Special Instructions to Respondents
- Section 4.0, General Contract Conditions [PUR1000 (10/06)]
- Section 2.0, General Instructions to Respondents [PUR1001 (10/06)]
- Section 6.1, Price Sheet
- Section 7.0, Forms
- Any Purchase Order under the Contract
- Contractor's response

State of Florida, Date
Department of Management Services
By: Linda H. South, Secretary

Contractor Name: _____ (Seal)
Street Address or P.O. Box: _____
City, State, Zip: _____

By: Date
Its:

Approved as to form and legality by the General Counsel's Office:

Print Name: _____ Date: _____

7.5 Certification of Drug-Free Workplace

Section 287.087 of the Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a Bidder that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

DATE: _____

ORGANIZATION NAME: _____

BY: _____

7.6 Product List

PRODUCT LIST

Please identify each type of product your company offers for this solicitation. This list will be used to compile an on-line reference guide for state contract customers. Failure to submit this completed form with your response may be grounds for rejection of your response.

DORMITORY FURNITURE:

- ☐ Beds, Tables, Storage
- ☐ Lounge Furniture
- ☐ Desks, Chairs

HEALTHCARE FURNITURE:

- ☐ Patient Room Furniture
- ☐ Waiting Room Furniture
- ☐ Nurses Station Desks & Seating

CLASSROOM FURNITURE:

- ☐ Student/Teacher Desks & Seating
- ☐ Lab Furniture (Fume Hoods, Tables, Storage)
- ☐ Computer Furniture
- ☐ Storage, Bookcases

CAFETERIA & DINING FURNITURE:

- ☐ Booths
- ☐ Tables, Chairs, Stools
- ☐ Cabinets

INSTITUTIONAL FURNITURE:

- ☐ Lockers
- ☐ Auditorium Seating
- ☐ Multiple Seating Units (including Fixed or Ganged Seating)
- ☐ Lobby, Lounge Furniture
- ☐ Stages, Risers
- ☐ Folding Tables & Chairs
- ☐ Display Cabinets

OUTDOOR FURNITURE:

- ☐ Tables, Chairs
- ☐ Benches

CORRECTIONAL:

- ☐ Tables, Chairs
- ☐ Benches
- ☐ Beds

7.7 References

REFERENCES

Please identify below three (3) Eligible Users as defined in Section 3.3(d) who have purchased furniture from Respondent in the last 24 months. This completed form must be submitted in the Sourcing Tool in MyFloridaMarketPlace.

Reference solicitation section 3.9.9 References, for additional requirements.

Failure to supply required documentation may result in the rejection of your response.

Reference #1:

Agency or Institution:

Contact Name:

Address:

City, State, Zip:

Telephone Number:

Email address (if available):

Date project completed:

Reference #2:

Agency or Institution:

Contact Name:

Address:

City, State, Zip:

Telephone Number:

Email address (if available):

Date project completed:

Reference #3:

Agency or Institution:

Contact Name:

Address:

City, State, Zip:

Telephone Number:

Email address (if available):

Date project completed:

7.8 Solicitation Preparation Checklist

The Solicitation Preparation Checklist is a guide to assist the Respondent in verifying the completeness of their response. The Solicitation Preparation Checklist does not relieve the Respondent of the responsibility of ensuring that all requirements of the solicitation are met with submittal of their response. Check off each of the following as you comply:

- _____ The Respondent has fulfilled all Sales Summary, Usage Fee, and Transaction Fee reporting and payment requirements as specified in the requirements, terms, and conditions of all previous or existing agreements with State of Florida agencies.
- _____ Download, read, understand, and agree to the entire solicitation, including all attachments (ITB No. 14-420-420-M; Educational/Institutional Furniture: Sections 1.0 through 7.8 of the solicitation, and the MyFloridaMarketPlace RFX Info tab contents).
- _____ Review and abide by the Timeline, Section 1.2 of the solicitation.
- _____ If necessary, review the MyFloridaMarketPlace Sourcing Tool Online Training Guide and/or receive assistance from the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.
- _____ Submit any Questions via the MyFloridaMarketPlace Q&A Board, no later than as specified in the Timeline, Section 1.2 of the solicitation.
- _____ View the Department's Answers to the submitted questions as posted in any Addendum or Amendment to the solicitation on the MyFloridaMarketPlace Sourcing Tool and/or Vendor Bid System.
- _____ Complete and upload the Price Sheet, Ordering Instructions, Authorized Servicing Dealer & Manufacturer Representatives, Savings/Price Reduction, Product List and References to the MyFloridaMarketPlace Sourcing Tool as required.
- _____ Provide answers to all required questions within the MyFloridaMarketPlace Sourcing Tool.
- _____ Submit response using the MyFloridaMarketPlace Sourcing Tool.
- _____ Mail any required documents and forms specified in Section 3.9, Submittal of Response, of the solicitation documents to the attention of:

Mina E. Barekat, CPM, FCCM

**Purchasing Analyst
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950**

The outer packaging shall **clearly state** Solicitation Title, Solicitation Number, and Solicitation Opening Date and Time.