



RICK SCOTT
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

JOHN P. MILES
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

March 2, 2012

MEMORANDUM NO.: (425-001-12-1) - 1

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 425-001-12-1
Title: Office Furniture and Files

Effective March 2, 2012, the Contract Manager has been changed to Shameka Smith. Please direct questions to Shameka Smith at (850) 488-414-6740 or Shameka.Smith@dms.MyFlorida.com.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Manager.



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CERTIFICATION OF CONTRACT

TITLE: Office Furniture and Files

CONTRACT NO.: 425-001-12-1

ITB NO.: 17-425-001-F

EFFECTIVE: March 2, 2012 through March 1, 2016

SUPERSEDES: 425-001-06-1

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 contractors.
- B. **EFFECT** – This contract was entered into to provide economies in the purchase of Office Furniture and Files 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 terms, prices, and conditions of this contract and with the suppliers specified.
- C. **ORDERING INSTRUCTIONS** – All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes.
- All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, 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 vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR7017. Should the vendor 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. Any restrictions accepted from the supplier are noted on the ordering instructions
- ATTACHMENT

Contractors Awarded:

Affordable Interior Systems (AIS), Hudson, MA (A)
Allseating Corporation, Mississauga, Ontario, CANADA (A)
Allsteel, Inc., Muscatine, IA (A)
Artopex, Inc., Granby, Quebec, CANADA (A)
Berco Industries, Inc. Saint Louis, MO (R)
CF Group (Commercial Furniture Group) St. Louis, MO (A)
Chromcraft Corporation, Senatobia, MS (A)
Compatico, Inc., Grand Rapids, MI (A)
DAR/RAN Furniture, High Point, NC (A)
Dauphin North America, Boonton, NJ (A)
David Edward Company, Ltd. Inc., Baltimore, MD (A)
Encore Seating, Inc., Cerritos, CA (A)
Endura LLC, Waukesha, WI (A)
ErgoGenesis, LLC, Navasota, TX (A)
ESI Ergonomic Solutions, LLC, Mesa, AZ (R)
Evans Consoles, Inc., Calgary, AB, Canada (A)
Exemplis Corporation/SitOnIt Seating, Cypress, CA (A)
Fulmarque DBA EKO, Cleveland, TN (A)
Great Openings, Ludington, MI (A)
Groupe Lacasse, LLC, St. Pie, Quebec, CANADA (A)
Gunlocke Company, LLC, the, Wayland, NY (A)
Harter, Middlebury, IN (A)
Haworth, Inc., Holland, MI (A)
Herman Miller, Inc., Zeeland, MI (A)
High Point Furniture Industries, Inc., High Point, NC (A)
Highmark, Huntington Beach, CA (A)
HON Company, the, Muscatine, IA (A)
Hoover Panel Company, Rockwall, TX (A)
Humanscale Corporation, Piscataway, NJ (A)
Indiana Furniture DBA Indiana Desk, Jasper, IN (A)
Integra, Inc., Walworth, WI (A)
Inwood Office Invironments, Jasper, IN (A)
Jasper Seating, Jasper, IN (A)
Jofco, Inc., Jasper, IN (A)
K&A Manufacturing, Inc., Schofield, WI (A)
Kimball International Marketing DBA Kimball Office, Jasper, IN (A)
Knoll, Inc., East Greenville, PA (A)
Krueger International (KI), Greenbay, WI (A)
Krug, Inc., Kitchener, Ontario, Canada (A)
La-Z-Boy, Ferdinand, IN (A)
Logiflex (Mobilier de Bureau), Sherbrooke, Quebec, Canada (A)
Magnuson Group Inc., Woodridge, IL (A)
Martin Brattrud, Inc., Gardena, CA (A)
Maxon Furniture, Kent, WA (A)
Mayline Company, Sheboygan, WI (A)
National Office Furniture, Jasper, IN
Neutral Posture, Inc., Bryan, TX (A)
Nevers Industries, Inc., Minneapolis, MN (A)
Nucraft Furniture, Comstock Park, MI (A)

Office Master, Inc., Ontario, CA (A)
OFS Brands, Inc., Huntingburg, IN (A)
Paoli, Inc., Orleans, IN (A)
Richards-Wilcox, Inc., Aurora, IL (A)
Safco Patrician Furniture Co., High Point, NC (C)
Source International, Shrewsbury, MA (A)
Spec Furniture, Inc. Toronto, Ontario, CANADA (A)
Steelcase, Inc., Grand Rapids, MI (A)
Symmetry Office, Tampa, FL (A)
Teknion, LLC, Mount Laurel, NJ (A)
Trendway Corporation, Holland, MI (A)
Trinity Furniture, Trinity, NC (A)
Versteel, Jasper, IN (A)
Watson Furniture Group, Inc., Poulsbo, WA (A)
Workrite Ergonomics, Petaluma, CA (A)
Wright Line, LLC, Worcester, MA (A)
Zoom Seating, Middlebury, IN (A)

CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
[Contractor Name]

This Contract is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and (Contractor).

Whereas, the Contractor replied to the Division's Invitation to Bid (ITB) No.:17-425-001-F- Office Furniture and Files;

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract.

1.0 NAME OF PROJECT
Office Furniture and Files

2.0 SUMMARY OF THE CONTRACTUAL SERVICES / SCOPE OF WORK
This state term contract includes for the purchase of office and conference/public area furniture, including lateral and vertical steel files, dispatch/911 furniture, conference or training tables, mail processing furniture, conference or training chairs, map files, storage and presentation accessories, reception desks, single and multiple seating units, sofas and loveseats (public areas), and occasional tables. Fireproof files, art work and decorative lamps and accessories are not part of this contract.

3.0 DELIVERABLES
All products offered under this Contract shall be new and unused and in current production - remanufactured or refurbished products are not part of this offering. No series shall be considered for award under this Contract if already awarded or in conflict with another State Term Contract. **Eligible products include, but are not limited to:**

Office Furniture	Lateral, Vertical and Fireproof Steel Files
Dispatch/911 Furniture	Conference or Training Tables
Mail Processing Furniture	Conference or Training Chairs
Map Files	Storage and Presentation Accessories
Reception Desks	Single & Multiple Seating Units
Sofas & Loveseats (Public Areas)	Occasional Tables

4.0 SUMMARY OF PENALTY FOR FAILURE OF CONTRACTOR TO MEET DELIVERALBES
Delay in delivery beyond the time specified must be justified to the ordering agency, in writing, and if required, the Contractor shall provide temporary furniture on a rent-free basis. Furthermore, items not delivered within the required delivery schedule may result in the Contractor being found in default by the Department in accordance with contract conditions.

5.0 EFFECTIVE DATE
This Contract shall begin on March 2, 2012, or on the last date in which it is signed by all parties, whichever is later.

6.0 EXPIRATION DATE
This Contract shall expire on March 1, 2016 unless cancelled earlier in accordance with its terms.

7.0 RENEWAL

In accordance with Section 4.26 of the State Term Contract No. 425-001-12-1, upon mutual written agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 4 years at the same price, terms and conditions, allowed by Chapter 287, Florida Statutes.

8.0 EFFECT OF A REPLACEMENT CONTRACT

A replacement contract may be established under a new solicitation process prior to March 1, 2016. In such case, the Department may terminate this Contract prior to March 1, 2016.

9.0 INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be developed as a result of this contract.

10.0 PREFERRED PRICE

The Contractor agrees to submit to Customer at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

11.0 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.

12.0 EMPLOYMENT ELIGIBILITY 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.

13.0 REPORTING REQUIREMENTS

Section 5.7 of the ITB 17-425-001-F, is superseded and entirely replaced with the following: Each Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1- (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data

- Total sales including detail of list price and contract price
- Transaction detail will include:

Part Number/SKU	Your product part number if applicable
Item / Service Name	Given name of Item or Service
MFG	Manufacturer, Publisher, Service Provider
Item Category	Description of the product category, according to attached table
Item Subcategory	Additional grouping for item
Product Description	Additional detail for item
Customer Name	State Agencies, Universities, Political Subdivisions, Other Eligible Users
NIGP Code	National Institute of Government Procurement code
Florida Commodity Code	Florida Commodity Code
UOM	Unit of Measure
UOM Desc	Description of unit of measure (see example)
Volume Qty	Number of items/services purchased/provided
Order Date	Order date
Date Delivered	Delivered date to customer
Purchase Type	Purchase Order, Payment Card, Other
List Price	List price (Market + fee contracts use market price)
Contract Price	Contracted price with state per contract terms
Additional Fields	Any new information related to your company's products/services

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the contract supplier being found in default and termination of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must 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. 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.

14.0 MYFLORIDAMARKETPLACE (MFMP) CATALOG REQUIREMENTS

Section 5.25 of the ITB 17-425-001-F, is supplemented with the following specific detail:

The Contractor shall provide a Line-item catalog containing all awarded items and contracted final prices using the format supported by the system. The awarded supplier (“Contractor”) hereby agrees to cooperate with DMS and MyFloridaMarketPlace (and any authorized agent or successor entity to MyFloridaMarketPlace) in the event DMS selects this statewide contract to be exhibited on the MyFloridaMarketPlace. At a minimum, the Contractor agrees to the following:

- 1.0 Contractor agrees, upon DMS' request, to deliver a line item catalog. The line item catalog content must be limited to the Contractor's statewide contract offering.
- 2.0 Line Item Catalog. By providing a line item catalog, Contractor is providing a list of its products/services and pricing within a specific template format for MyFloridaMarketPlace through a catalog repository tool used for MyFloridaMarketPlace called Aravo*. In this scenario, Contractor must submit an updated electronic catalog from time to time to maintain the most up

to-date version of its product/service offering under the statewide contract. As a result, DMS will have an opportunity to confirm the accuracy of the electronic catalog that was loaded into Aravo before the electronic data file is loaded into the MyFloridaMarketPlace eProcurement System (MFMP). In addition, DMS will have the ability to define when the electronic catalog and any subsequent revisions thereto "go live".

- 3.0 The Contractor agrees to meet the following requirements:
 - a. Catalog must contain the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and
The accuracy of the catalog must be maintained by Contractor throughout the duration of the statewide contract; and
 - b. The catalog must include a State-specific contract identification number; and
 - c. The catalog must include detailed product line item descriptions; and
 - d. The catalog must include pictures when possible;** and
 - e. The catalog must include any additional DMS content requirements
- 4.0 Contractor agrees that DMS controls which statewide contracts appear in MFMP and that DMS may elect at any time to remove any Contractor's offering from MFMP.
- 5.0 Contractor must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.

*Aravo is a catalog repository tool used by MFMP. Contractors maintain their line item catalog offerings through this online tool. Contractor's catalog content is reviewed and approved by DMS in Aravo before being migrated into the MyFloridaMarketPlace eProcurement System. These services will be provided by MFMP at no additional cost to the Contractor.

**Details regarding the submission of image files and catalog content will be discussed during the enablement process; however, the following represents key information regarding the submission of product image files:

- o Provide actual image files (in gif, jpeg and other commonly used formats) for all of the items in the Contractor's catalog that will be hosted by the MyFloridaMarketPlace system. These images are displayed to the customer directly in search results as well as in the product details window.
- o Provide the actual image files in a 'zip archive'. Please go to www.winzip.com to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- o Provide only one image per product.
- o Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Contractor's business marketing.
- o Please note the MyFloridaMarketPlace prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
 - When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance MFMP.
 - When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for MFMP.
- o As products change, updated image files must be submitted to update the MyFloridaMarketPlace Catalog.

In rare instances where an image is not available, DMS will work with the Contractor to determine the best solution for advertising the Contractor's offering.

15.0 ELECTRONIC INVOICE The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor agrees, upon DMS' request, to establish electronic invoicing within ninety (90) days of written request. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below. Suppliers can select the method that best meets their capabilities from the following list:

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

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

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

16.0 CONTRACT DOCUMENTS

This Contract, together with the following attached documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the attached documents, the documents shall have priority in the order listed:

- A. **ATTACHMENT I:** THIS DOCUMENT
- B. **ATTACHMENT II:** ITB, No.: 17-425-001-F, as amended.
- C. **ATTACHMENT III:** Contractor's Response to the ITB.

17.0 CONTRACT MANAGEMENT

A. Contract Manager

The Department employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract and for maintaining the Contract administration file. The Contract Manager shall be as follows:

Shameka Smith

Contract Manager
Department of Management Services
4050 Esplanade Way #360
Tallahassee, FL 32399-0950
Telephone: (850) 414-6740
Fax: (850) 414-6122
E-mail: shameka.smith@dms.myflorida.com

The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

B. Contractor's Representative

[Representative Name]
[Contractor Name]
[Street Address]
[City, State, Zipcode]
Telephone: [number]
Fax: [number]
E-mail: [address]

18.0 WARRANT OF AUTHORITY

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

**State of Florida,
Department of Management Services:**

[Contractor Name]

By: _____

By: _____

Name: Kelly Loll, C.P.M.
Chief Procurement Officer &
Title: Director of State Purchasing

Name: _____
Title: _____

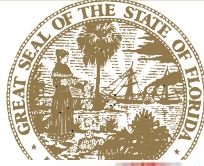
Date: _____

Date: _____

Approved as to form and legality

By: _____
Office of the General Counsel
Department of Management Services

Date



RICK SCOTT
Governor

4050 Esplanade Way | Tallahassee, FL 32399-0950

JOHN P. MILES
Secretary

Fax: 850.922.6149



INVITATION TO BID (ITB)

For

OFFICE FURNITURE AND FILES

ITB Number 17-425-001-F

ITB Issue Date: December 20, 2010

Responses Due: January 24, 2011 (2:00 pm ET)

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DIVISION OF STATE PURCHASING
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399-0950

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SECTION ONE: INTRODUCTION

CONTENTS:

- 1.1 Introduction**
- 1.2 Event Timeline**

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1.1 Introduction

The State of Florida's current Office Furniture and Files State Term Contract #425-001-06-1 has an average annual sales volume of \$73,000,000.00.* Customers include 34 State agencies and other Eligible Users. Current Eligible Users consist of local governmental entities such as cities, counties, colleges, universities, and school boards in the State of Florida, as defined in 60A-1.005, Florida Administrative Code.

*(The figures listed are for informational purposes only and should be used as a guide for responding purposes.)

1.2 Event Timeline

Respondents should review and become familiar with the Event Timeline. The Dates and Times within the Event Timeline may be subject to change. It is the responsibility of the Respondent to check for any changes. All changes to the Event Timeline will be through an Addendum to this solicitation.

Event Timeline Activity for ITB #17-425-001-F	Date
Notice of Office Furniture & Files solicitation is posted to the Vendor Bid System (VBS) and the complete Office Furniture & Files solicitation is posted in the MyFloridaMarketPlace Sourcing Tool. Solicitation will initially be in "Preview" status where Respondents can view/download all information and ask questions, but cannot input or submit responses.	December 20, 2010
Deadline to submit Questions, or request for specification change via the MyFloridaMarketPlace Sourcing tool Q&A Board (Respondents must monitor Message Board for communications).	January 4, 2011 5 pm ET
Department will post Answers to Respondents' questions as an addendum to the solicitation within the MyFloridaMarketPlace Sourcing Tool. Respondents must monitor Message Board for communications.	January 11, 2011
Deadline to submit Response, including all required documents in the MyFloridaMarketPlace Sourcing Tool. Utilize the Response Preparation Checklist to make sure all required documents and responses are completed. (Section 7.7)	January 24, 2011 2 pm ET
Deadline for submittal of State Term Contract dedicated web site URL Address. (Section 3.12)	January 24, 2011 2 pm ET
Notice of Intent to Award posted on Vendor Bid System (VBS).	March 29, 2011
Deadline for development of eProcurement catalog within MyFloridaMarketPlace.	To Be Determined Prior to Contract
Contract Award	Per Section 2.17 Contract Formation

SECTION TWO: GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001 10/06)

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- 2.1 Definitions**
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- 2.3 Electronic Submission of Responses**
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- 2.9 Respondent's Representation and Authorization**
- 2.10 Manufacturer's Name and Approved Equivalents**
- 2.11 Performance Qualifications**
- 2.12 Public Opening**
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- 2.14 Firm Response**
- 2.15 Clarifications/Revisions**
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- 2.17 Contract Formation**
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- 2.20 Protests**
- 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 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 20 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_www.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 that 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 require 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 THREE: SPECIAL INSTRUCTIONS TO RESPONDENTS

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3.1 Definitions

The definitions found below (alphabetical order) and referenced in General Instructions to Respondents, (PUR 1001) Section 2.1 and General Contract Conditions, (PUR 1000) Section 4.1 of the ITB shall apply.

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 Contractor 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.

Department (<http://dms.myflorida.com>): The Department of Management Services for the State of Florida. DMS provides administrative support for state agencies and state employees.

Eligible User of the Contract: Eligible users are defined in Rule 60A-1.005, Florida Administrative Code (F.A.C.) as: (i) all 34 State agencies, (ii) all other governmental agencies, as defined in Section 163.3164, Florida Statutes, which have a physical presence in the State of Florida, and (iii) any independent, nonprofit college or university located in Florida and accredited by the Southern Association of Colleges and Schools. *Specific Authority 287.042 (12) FS. Law Implemented 287.012 (12) F.S. History – New 8-24-04.*

Environmentally Preferable Product (EPP): A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

Environmental Policy or Mission: A statement or philosophy 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.

GSA: 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. For additional information about GSA, please visit the U.S. General Service Administration at: <http://www.gsa.gov>.

ITB: Acronym for Invitation to Bid.

Manufacturer(s): The original producer of a commodity and/or contractual service.

MSRP: 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 publically listed, available, and verifiable by the Department.

Post-Consumer Content: Materials in a recycled product 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.

Post-Industrial Content: Materials generated by manufacturers or product converters, such as trimmings, overruns and obsolete products, that are incorporating back into the manufacturing process of the same or different products are considered post-industrial materials or scraps.

Recycle (www.epa.gov): Collecting recyclable materials that would otherwise be considered waste, sorting and processing recyclables into raw materials such as fibers, manufacturing raw materials into new products, and purchasing recycled products.

SCS Indoor Advantage™: The Scientific Certification Systems (SCS) organization was founded in 1984 as an internationally recognized, neutral third party to certify environmentally safe indoor products. The SCS Indoor Advantage certification program identifies those products that meet specific indoor air quality emission requirements. These standards are set by the Business and Institutional Furniture Manufacturer's Association (BIFMA) and the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED). The program applies to any non-flooring product generally used within an enclosed indoor environment including wall coverings, systems furniture, casegoods, and insulation. **SCS Indoor Advantage™Gold:** The program tests and certifies products for compliance with the indoor air quality emission requirements of BIFMA, LEED, and California Section 01350, an environmental standard specification to cover key environmental performance issues.

State: means the State of Florida.

3.2 Purpose and Scope

The State of Florida, Department of Management Services, invites interested Respondents, to submit proposals in accordance with the solicitation documents. The purpose of this ITB is to establish a forty-eight month (48) State Term Contract for the purchase of Office Furniture & Files with the potential option for renewals as allowed by Chapter 287, Florida Statutes for purchase by all State Agencies and other eligible users.

3.3 Contact Person

The following person is the Department's **SOLE** point of contact from the date of release of this ITB until selection of successful provider(s).

Brenda Wells, CPPB, FCPM, FCPA, FCCM
Purchasing Analyst, Team Lead
State of Florida Interior Design License #0002922
Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 488-6904
Fax: (850) 414-6122
[Email: Brenda.Wells@dms.MyFlorida.com](mailto:Brenda.Wells@dms.MyFlorida.com)

3.4 Who May Respond

The Department seeks Responses from manufacturers holding current Federal (GSA) Contracts for products offered on this Contract. Though the Department intends to contract directly with manufacturers, the Department encourages the participation of certified minority business enterprises (CMBE). Information on CMBEs is available from the Office of Supplier Diversity at <http://osd.dms.state.fl.us>.

Each Respondent must be authorized to conduct business with the State of Florida, and possess the experience and personnel resources to provide the products and services described in this ITB. The Department retains the right to request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITB as deemed necessary during the ITB or after contract award.

3.5 MyFloridaMarketPlace Overview

The Department uses the MyFloridaMarketPlace system (MFMP) to receive Responses electronically. This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool.

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 or have requested a registration update, please be advised that a minimum of forty-eight (48) hours will be required for access to the MyFloridaMarketPlace 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: <https://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. **While training is optional, we strongly recommend you take advantage of this offer.**

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
- e.

3.5.3 MyFloridaMarketPlace Sourcing Tool Tips

When working in the MyFloridaMarketPlace 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 MyFloridaMarketPlace 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 MyFloridaMarketPlace Sourcing Tool to verify that the Response is accurately and completely captured within the MyFloridaMarketPlace 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 MyFloridaMarketPlace 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 intended Response within the MyFloridaMarketPlace Sourcing 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 MyFloridaMarketPlace Sourcing Tool?
 - Required Items - Are all items listed in the solicitation completed as required within the MyFloridaMarketPlace 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, EVENT TIMELINE. The Response deadline(s) shall be as reflected in Section 1.2, Event 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 that you submit your response 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 response.

3.5.4 Email Notification

Respondents are reminded that the Sourcing Tool's email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation and does not guarantee that Respondents will receive

email Notifications concerning the posting, amendment or close of ITB's. Respondents are responsible for checking the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System for information and updates concerning this ITB.

3.5.5 Questions and Answers

Respondents shall examine this solicitation to determine if the Department's requirements are clearly stated. If there are any requirements which are unclear or objectionable, Respondents should submit notice to the Department using the Sourcing Tool's Q&A Board by the due date for Respondents to submit questions listed in the Event Timeline.

Please note that questions will **NOT** be answered via telephone or fax. The Department shall post the answers to the questions via the MyFloridaMarketPlace Sourcing Tool by the date stated on the Event Timeline. Each Respondent is responsible for monitoring the MyFloridaMarketPlace system for new or changing information. The Department shall not be bound by any verbal information or by any written information that is not either contained within the solicitation documents or formally noticed and issued by the ITB sole point of contact. Questions shall not constitute formal protest of the specifications or of the solicitation. The formal protest process is described in Section 2.20 Protests.

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 the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to the solicitation. Each Respondent is responsible for monitoring the sites for new or changing information concerning this solicitation.

3.7 Order of Precedence

Respondents are encouraged to carefully review all materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, the Special Instructions shall prevail. In the event any conflict exists between the Special and General Conditions, the Special Conditions shall prevail. This Section, **3.7**, supersedes and replaces **Section 2.4**, General Instructions Terms and Conditions.

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

- a) Introduction
- b) Special Contract Conditions
- c) Special Instructions To Respondents
- d) General Contract Conditions (PUR 1000)
- e) General Instruction to Respondents (PUR 1001)
- f) Price Sheets
- g) 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.

3.8 Submittal of Response

Respondents shall submit their offer online via the MyFloridaMarketPlace Sourcing Tool at: <https://sourcing.myfloridamarketplace.com>.

OFFERS MUST BE SUBMITTED IN THE MYFLORIDAMARKETPLACE SOURCING TOOL BY THE DATE AND TIME SPECIFIED ON THE EVENT TIMELINE. Offers not submitted within MyFloridaMarketPlace shall be rejected.

The Department shall not consider late offers and the Sourcing Tool will NOT accept offers after the closing date and time specified in the Event Timeline or as amended by the Department. Each Respondent is responsible for ensuring that its response is submitted at the proper time. In the event a 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. The Response Preparation Checklist is provided to assist submittal but does not relieve the Respondent of responsibility for ensuring that all Requirements of the ITB are included with the Response submittal.

The following documents must be uploaded into the Respondent's Response within the MyFloridaMarketPlace Sourcing Tool*:

1. **Price Sheet**
2. **Ordering Instructions Form**
3. **Authorized Dealers & Manufacturer Representatives Form**
4. **Savings/Price Reductions Form**
5. **Product List Form**
6. **Certification of Drug-Free Workplace Form**

***IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR RESPONSE 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 RESPONSE. DO NOT RELY ON THE "MYFLORIDAMARKETPLACE" SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE EVENT TIMELINE OF THIS ITB.**

Additionally, the following information must be **received by** the contact person below no later than the Response Opening Date & Time. Please refer back to the Event Timeline for Dates and Times.

1. **Current Manufacturer Published Price List/Book* (compact disc – CD) (Section 5.10)**
Cover page and table of contents must be included with price pages. *Consistent with GSA Contract.
2. **Current Federal GSA Catalog/Price Book (compact disc – CD) (Section 5.10)**
Cover page, terms and conditions, table of contents must be included with price pages.
3. **Copy of your GSA Contract (compact disc- CD) (Section 5.10)**
Documentation of the price, discount and tiers offered must be submitted with the Response.
4. **Purchase Orders or Invoices for Reference (Section 3.9)**
5. **Environmental Requirements (Section 3.10)**
6. **Recycled Content Requirements (Section 3.11)**
7. **Manufacturer's URL Address for dedicated website address (Section 3.12)**

Failure to provide all requested information within the Response may result in rejection of the Response.
Outer packaging shall **clearly state** Bid Title, Bid (solicitation) Number, Bid Opening Date and Time.

3.8.1 Price Sheet

Price Sheet Responses shall be submitted on the Price Sheet Form, Section 6.1.
All pricing shall duplicate GSA price lists and discounts for every item offered.
Reference Prices/Discounts, Section 5.10 and Balance-of-Line Price/Products, Section 5.11.

This document must be uploaded into Respondent's Response within MyFloridaMarketPlace.
Failure to comply with this requirement shall result in disqualification of Response.

3.8.2 Ordering Instructions Form (Section 7.1)

On the Ordering Instructions Form Respondents shall identify persons responsible for answering questions about the Response and administering the Contract, and shall provide information necessary for placing orders under the Contract.

This document must be uploaded into Respondent's Response within MyFloridaMarketPlace.

Failure to comply with this requirement may result in disqualification of Response.

3.8.3 Authorized Dealers & Manufacturer Representatives Form (Section 7.2)

Respondents are required to name at least a minimum of two (2) different servicing dealers for the State of Florida. **Respondents are encouraged to use certified Minority Business Enterprise dealers. Reference Authorized Dealers & Manufacturer Representative, Section 5.27.**

This document must be uploaded into Respondent's Response within MyFloridaMarketPlace.

Failure to comply with this requirement shall result in disqualification of Response.

3.8.4 Savings/Price Reductions Form (Section 7.5)

Respondents shall submit one (1) accurately completed Savings/Price Reductions Form with their Response containing the required savings information offered to the State of Florida. The Savings/Price Reductions Form will be submitted electronically using the MFMP Sourcing Tool, per Section 3.5 of the solicitation.

This document must be uploaded into Respondent's Response within MyFloridaMarketPlace.

Failure to comply with this requirement may result in disqualification of Response.

3.8.5 Product List Form (Section 7.6)

The Product List Form is an example of furniture products offered under this ITB which will be available on the State of Florida Office Furniture & Files Contract. Eligible users of this Contract will be able to view the contractors name for each listing checked on the State Purchasing Contract website.

This document must be uploaded into Respondent's Response within MyFloridaMarketPlace.

Failure to comply with this requirement may result in disqualification of Response.

3.8.6 Certification of Drug-Free Workplace Form (Section 7.3)

Respondents shall submit one (1) accurately completed Certification of Drug-Free Workplace Form with their Response certifying the Respondent has a drug-free workplace program. The Certification of Drug-Free Workplace Form will be submitted electronically using the MFMP Sourcing Tool, per Section 3.5 of the solicitation.

This document must be uploaded into Respondent's Response within MyFloridaMarketPlace.

Failure to comply with this requirement may result in disqualification of Response.

3.9 Purchase Orders or Invoices for Reference

All Respondents shall furnish a minimum of three (3) projects sold to "Eligible Users" (see Definitions, Section 3.1) completed in Florida in the last 24 months including the name of the Customer responsible personnel and phone number where this specific type of furniture is installed. Copies of the purchase orders or invoices must be legible and identify the date, Customer, specific furniture type and price. Three (3) purchase orders or invoices **shall be submitted with the mailed Responses** and received by the contact person no later than the Deadline to submit Response. The State of Florida reserves the right to contact the customer regarding the services provided.

Failure to comply with this requirement shall result in disqualification of Response.

3.10 Environmental Requirements

The State of Florida is committed to reducing waste and promoting energy conservation. To that effort, Respondents responding to this ITB are required to meet minimum recycled content standards **AND** to submit information relating to their company's environmental policy and implementation process.

1. Respondents shall submit a detailed environmental policy. This policy shall 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	Disposal of solid and/or hazardous waste
Energy conservation	Recycling of scrap
Water conservation	Health and safety issues
Green House Gas (GHG) reductions	Community involvement

Environmentally preferable products (EPPs) are listed for this Contract on the Florida Climate Friendly Products List, pursuant to Executive Order 07-126, titled "Leadership by Example: Immediate Actions to Reduce Greenhouse Gas Emissions from Florida State Government". 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:

2. Respondent shall submit any prepared and/or approved documentation or certifications for GSA products submitted in relation to the BIFMA Sustainability Guidelines, BIFMA level™ Certification from Scientific Certification Systems (SCS), ISO 14001, and EPA Comprehensive Procurement Guidelines.

If awarded, Respondents shall provide a link to this information on the State Contract Web Page as described in this Section 5.24, Dedicated State Term Contract Website Requirement.

Environmental Requirements shall be submitted with the mailed Response and received by the contact person no later than the Response Opening Date and Time.

Failure to comply with this requirement may result in disqualification of Response.

3.11 Recycled Content Requirements

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.

Respondent shall identify all product lines (or products) including recycled content and/or post consumer recycled content. Awarded contractor shall provide the content percentage of the recycled materials in the identified product lines no later than 30 days after contract award date.

Recycled Content Requirements shall be submitted with the mailed Response and received by the contact person no later than the Response Opening Date and Time.

Failure to comply with this requirement may result in disqualification of Response.

3.12 Manufacturer's URL Address for Dedicated Website Address

The Department displays contract and product information online for customer's use. Each Contractor shall develop and maintain a State Contract web page on the Internet to post approved contract information. Respondent shall submit the Universal Resource Locator (URL) address for this Contract. This URL link may remain hidden while the responses are under evaluation. Reference Section 5.24, Dedicated State Term Contract Website Requirement for specific requirements.

URL Address shall be submitted with the mailed Response and received by the contact person no later than the Response Opening Date and Time.

Failure to comply with this requirement may result in disqualification of Response.

3.13 Cost Savings Objective

Chapter 2010-151, Laws of Florida, Section 47, provides the following:

Each state agency, as defined in s. 216.011, Florida Statutes, shall review existing contract renewals and reprocurments with private providers and public-private providers in an effort to reduce contract payments by at least 3 percent. It is the statewide goal to achieve substantial savings; however, it is the intent of the Legislature that the level and quality of services not be affected. Each agency shall renegotiate and reprocur contracts consistent with this section. Any savings that accrue through renegotiating the renewal or reprocurment of an existing contract shall be placed in reserve by the Executive Office of the Governor.

In order to achieve this objective, the Department seeks to achieve a cost savings of at least 3 percent when compared to the pricing contained in the Department's most recent state term contract for these commodities. Current and previous contracts can be accessed through the Division of State Purchasing website at:

http://dms.myflorida.com/business_operations/state_purchasing.

3.14 State Objectives

Within thirty (30) calendar days following award of the Contract, if awarded, the successful Respondent 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.

3.14.1 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, women-owned and veteran-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, women-owned and veteran-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/.

3.14.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Department encourages the Contractor to submit as part of any response the Contractor's plan to support the procurement of products and materials with recycled content. 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.

3.14.3 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 bids 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 7.4 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.

3.14.4 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.

3.14.5 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.

3.15 Basis for Award

Award shall be made statewide for each manufacturer's office furniture product offering currently available on GSA schedule. The Department intends to award to responsible vendor per brand offering GSA pricing or better. Respondents whose bids, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible.

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.

3.16 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) workdays 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 (TDD).

SECTION FOUR: GENERAL CONTRACT CONDITIONS - PUR 1000 (10/06)

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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://dhis.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.

SECTION FIVE: SPECIAL CONDITIONS

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- 5.30 Insurance, Worker's Compensation**

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5.1 Eligible Products

All products offered under this Contract shall be new and unused and in current production - remanufactured or refurbished products are not part of this offering. No series shall be considered for award under this Contract if already awarded or in conflict with another State term contract. **Eligible products include, but are not limited to,**

Office Furniture	Lateral, Vertical and Fireproof Steel Files
Dispatch/911 Furniture	Conference or Training Tables
Mail Processing Furniture	Conference or Training Chairs
Map Files	Storage and Presentation Accessories
Reception Desks	Single & Multiple Seating Units
Sofas & Loveseats (Public Areas)	Occasional Tables

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

5.2 Exclusions

The following items are specifically excluded and not within the scope of this Contract:

- ❖ Art work
- ❖ Decorative lamps and accessories

5.3 Qualifications

Only Responses submitted by product manufacturers will be considered for evaluation. Respondents must have the capability to provide products and services 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.

5.4. Doing Business with the State – Other State Agencies Requirements

Vendors doing business with the State of Florida are required to register in the MyFloridaMarketPlace (MFMP) system. In addition, to conduct business in Florida, a vendor must register/obtain licenses with particular state agencies such as the Department of State, Division of Corporations, the Department of Revenue, and the Department of Financial Services. To

review these requirements, click on the following link:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/doing_business_with_the_state_of_florida

5.5 Ethical Business Practices

Contractor shall work in partnership with the State to ensure a successful and valuable contract, and 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 any findings suggesting unethical business practices may be cause for default proceedings and/or contract termination. **Reference General Contract Conditions, PUR 1000, Lobbying and Integrity, Section 4.18 for additional requirements.**

5.6 Sales Requirement

Sales will be reviewed on a quarterly basis. Should **no** sales be recorded in two consecutive contract quarters, the Contractor may be placed in probationary status or may be subject to termination for convenience.

5.7 Quarterly Contract Sales Summary Requirement

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.

The Department reserves the right to require Contractors to submit more detailed reports as necessary.

Reference General Contract Conditions, PUR 1000, Transaction Fee, Section 4.14 for reporting requirements.

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

5.8 Purchasing Card Program

The State of Florida and numerous Eligible Users have adopted and implemented various Purchasing Card programs using different universal card formats (e.g., American Express, MasterCard, and Visa). Accordingly, the Contractor and the Manufacturer's authorized Dealers must have the ability to accept universal card format Purchasing Cards, including American Express, MasterCard, and Visa, during the Contract term. Contractors and Manufacturer's authorized Dealers may receive payments from Eligible Users by universal card format Purchasing Cards in the same manner as other credit / debit card purchases. Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa) acceptance is mandatory, but is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Eligible User.

The Eligible User will not fill out any Contractor or Manufacturer's authorized Dealer forms or separate contracts in association with the Contractor or Manufacturer's authorized Dealer accepting a Purchasing Card payment. Contractors and Manufacturer's authorized Dealers are not allowed to charge a fee for accepting a Purchasing Card payment. Surcharges or convenience fees are prohibited. On-line billing or payment systems maintained by the Contractor, Manufacturer's authorized Dealer, or their respective agent will not store the card holder's name, account number, and expiration date for re-use. Card holders will provide the Contractor or Manufacturer's authorized Dealer, as applicable, with card account information at each Purchasing Card transaction.

5.9 Preferred Price Compliance

In accordance with Chapter 2010-151, Laws of Florida, Section 48(2), the Contractor is required to submit, at least once during each year of the Contract, an Affidavit from an authorized representative of the Contractor attesting that the Contract is in compliance with Section 4.4(b), Best Pricing Offer. Contractor's failure to comply with Section 4.4(b) may be grounds for terminating the Contract, at the Department's sole discretion. The Department shall distribute the Affidavit form to be used by the Contractor upon Contract Formation, Section 2.17.

5.10 Prices/Discounts

All pricing shall duplicate GSA price lists and discounts for every item offered.

Prices shall be submitted in the form of:

- 1.) A discount off manufacturer's current published price list **with the GSA-approved discount structure or better, in effect at the time of bid opening.** A copy of your GSA Contract verifying the price and discount offered must be submitted with the Response.
AND
- 2.) **The published GSA discounted price lists,** in effect at the time of bid opening.

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 General Conditions (PUR 1000), Section 4.14 Transaction Fee Reports for additional information.

Reference Special Instructions to Respondents, Price Sheet, Section 3.8.1.

Reference Special Conditions, Contract Revisions, Section 5.23 for price adjustments.

5.11 Balance-of-Line Price/Products

Contractor may offer additional products, parts or items for series that have not been included on the Contractor's GSA Contract but expand additional offering and options to the State of Florida. Any Balance-of-Line series or products approved by GSA during the contract term must be submitted to the State for consideration or remove them from the Balance-of-Line category. Balance-of-Line items may be added or removed during the contract term and the process will not impact your GSA product offering on the state term contract.

Pricing submitted for Balance-of-Line items shall be within 5% of the discount offered for similar items already on the current contract. The request to increase prices for Balance-of-Line must meet the criteria for an Equitable Adjustment.

The only price increases considered outside of GSA modifications (for approved products) are Equitable Adjustments.

For more details on the Equitable Adjustment process, please reference (General Conditions (PUR 1000) Section 4. Price Changes Applicable only to Term Contracts, paragraph (e) Equitable Adjustments: http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/furniture_office_and_files.

The Department reserves the right to accept or reject any balance of line items submitted for the Contract. This provision is not intended to allow an abundance of non-GSA approved items on the Contract. The majority of items approved on this Contract for any Contractor should be GSA approved items.

5.12 Fill-In Pricing

The Contractor must honor "fill-in" orders at the same pricing and discount for 90 days after substantial completion of a single job, delivered to a single location.

5.13 Addition/Deletion of Vendors and Products Offered

The Department reserves the right to add or delete products, and delete vendors, within 180 days after such action by GSA, as published in the Federal Supply Schedule and all "Supplements".

5.14 Quantity Discounts

Contractor is encouraged to offer additional discounts for one time delivery of large single orders of any assortment of items.

5.15 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 contract termination.

5.16 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.

5.17 Conformance to Codes

The installing dealer shall be responsible for verifying furniture space plan/configuration fits the given space and all aisles and openings and doors meet the local fire and safety codes and are in conformance with ADA regulations. Also, upon the request of the Department or 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.

5.18 Delivery Requirements

The delivery requirements below are specific to this contract. Reference General Contract Conditions, PUR 1000, paragraph 4.11 for additional information.

Delivery and shipping costs shall mirror charges as approved by GSA. All charges for freight, delivery, and installation shall be noted on the Price Sheet(s), Section 6.1. The Department reserves the right to reject any additional charges.

Delivery of all contract items (with the exception of special finish, custom fabric, or customized orders) is required within 90 days from receipt of purchase order containing complete ordering information (contract number, commodity number, item description, manufacturer's model number and street delivery address (not Post Office Box)). **It is highly recommended that the Agency confirm receipt of the Purchase Order with the manufacturer and servicing dealer. If orders are sent directly to the manufacturer, the servicing dealer may not always be aware of pending orders and the time frame.** Any known factors (including vacation period, factory inventory, etc.) that may disrupt this delivery schedule must be clearly presented to the Customer along with the specific information on how orders will be processed during such periods. Delay in delivery beyond the time specified must be justified to the ordering agency, in writing, and if required, the Contractor shall provide temporary furniture on a rent-free basis. Furthermore, items not delivered within the required delivery schedule may result in the Contractor being found in default by the Department in accordance with contract conditions.

5.19 Delivery/Installation Recommendations for Steel Files

The stability of steel files is assured if they are properly installed and loaded, therefore **THE STATE OF FLORIDA HIGHLY RECOMMENDS** users to consider purchasing steel files **"DELIVERED AND INSTALLED"** from the approved manufacturer.

If steel files are ordered "Drop-ship" or "Delivered Not Installed"; it is highly recommended that the user note on the order to the Contractor or servicing dealer that a delivery carrier must be equipped with a way to remove the files from the truck (see "Drop-ship" or "Delivered Not Installed" under Section 3.1 Delivery Methods – Definitions of Terms).

Follow the instructions that are shipped with the files to ensure that they are properly installed to provide safe performance. Instructions should include information about leveling files and ganging files together. Counterbalance for lateral file units is recommended unless cabinets are ganged from most manufacturers. There may be an additional charge for counterbalance.

5.20 Installation Costs/Reconfiguration

Installation charges shall be listed as a per-item fee, percentage of price fee, or negotiable on the price sheets. Installing agent shall be responsible for receipt, inspection, and assembly of items at the location listed on the purchase order. The installation charges shall also apply to any required reconfiguration of systems furniture during the term of the contract.

5.21 Space Planning/Design Fees

Space planning fees for systems and modular furniture shall be listed as an hourly fee, percentage of price fee or negotiable per project on the price sheet. Customer shall approve space planning or design fees in writing prior to any services being performed by the Contractor or servicing dealer.

5.22 Change Orders

Issuance of a purchase order under a contract resulting from this Response is a binding agreement. Purchasers should carefully check the accuracy of the order. Change orders or revisions are thereafter subject to the following:

- ❖ All requests for changes must be submitted in written form or entered in the Ariba System (per format of the purchase order). Changes in the number of units (additions or deletions), commodity number, description, features of colors can only be made subject to the approval of the Contractor.
- ❖ Changes or revisions in the method of delivery or the designated delivery destination can only be made subject to the approval of the Contractor.
- ❖ Multiple delivery points must be clearly indicated on the purchase order. When multiple delivery locations are required, enter “See Below” in the “Ship To” box on the purchase order. List delivery locations and instructions in the body of the purchase order, as well as the commodity number and quantity for each location.
- ❖ Orders may be cancelled ONLY by obtaining approval from the Contractor, and may be subject to a 25% (or greater) re-stocking fee, plus freight charges. Most furniture orders are considered custom and cannot be cancelled or returned.

5.23 Contract Revisions

Revisions to the contract are allowed during the term of the contract. Any revisions to the originally approved contract information **must** be authorized in writing by the Department prior to implementation. A contract revision authorization form will be sent to awarded Contractors and must be submitted with any request to revise pricing and/or terms, ordering instructions, or servicing dealer listing. Any **GSA revision of pricing and products shall** be submitted to the Department with the Department reserving the right to accept or reject within 30 days, or cancel the Contract. **Any increase shall not become effective until approved by the Department.** The Department reserves the right to reject items offered whose discounts are less favorable than those offered to other entities in the State (i.e., city or county contracts), and reject items that do not offer the best value to the State.

PRICE OR PRODUCTS CHANGES

New or revised price lists or additional/deleted products may be considered for addition/deletion to the contract after GSA approval. All requests must include the following:

1. Contract Revision/Authorization Form (may submit one form for all requests).
2. Revised Price Sheet Form. Any line item not completed, example -installation or space planning fees, we assume no charges are incurred for Customers.
3. Copy of the Federal GSA Modification approving any price changes or adjustments, add/deletion of products – in its entirety. All pages, attachments and letters referenced in the modification must be included in your request.
4. Current manufacturer published price list/book consistent with GSA Contract referenced in the GSA modification- compact disc format (CD). Cover page, terms and conditions, table of contents must be included to confirm pricing.
5. Manufacturer’s current Federal GSA Catalog (if it’s applicable and you are submitting a new GSA Contract during this contract) - compact disc format (CD). Cover page, terms and, table of contents must be included to document GSA discount and tiers.
6. Literature of product or series requested for addition.

SERVICING DEALER CHANGES

Addition or deletions of servicing dealers may be requested at any time during the Contract. All requests must include the following:

1. Contract Revision/Authorization Form (may submit one form for all requests).
2. Letter or email information from the manufacturer requesting addition/deletion of the dealer(s).
3. Updated Distributor Template – if they will be receiving orders on behalf of the manufacturer in MyFloridaMarketPlace (MFMP). See Authorized Dealers and Manufacturer Representative Form for additional information. (Section 7.2)

ORDERING INSTRUCTION CHANGES

Changes to the Ordering Instructions may be requested at any time during the contract effective dates. All requests must include the following:

1. Contract Revision/Authorization Form (may submit one form for all requests).
2. Letter or email information from the manufacturer clarifying the requested change - if needed.
3. Revised Ordering Instructions Form

5.24 Dedicated State Term Contract Website Requirement

The contract resulting from this ITB will become a public document. The Department is using the Florida Communities Network (FCN) on the Internet World Wide Web (WWW) to distribute contract and product information to users of State Term Contracts outside of MyFloridaMarketPlace (MFMP).

The Department shall link the Contractor's web page and Price Sheet (Section 6.1) to the contract site:

<http://dms.myflorida.com>. Approved revised Price Sheet(s) from the Contractor will be sent to the Contract Manager in Microsoft Word version for posting to the contract site.

Contractors shall develop and maintain a State Contract Web Page on the Internet WWW to post approved contract information to enable access to and ordering of Customers' specific items. The Contractor's web page will be linked from the State Contract website and dedicated to the State of Florida Contract. Contractors are responsible for maintaining the contract information below through their State Contract Web Page for the life of the contract.

Each Contractor's State Contract Web Page must include the following information:

- ❖ Ordering Instructions
- ❖ Authorized Servicing Dealers & Manufacturer Representative
- ❖ Commercial Price Book or GSA Price Book, PDF or HTML
- ❖ Environmental Requirements
- ❖ Recycled Content Requirement
- ❖ Additional links may be included to access additional product literature, the Contractor's home page, or any other pertinent information.

Any revisions to the originally approved contract information **must** be authorized in writing by the Department prior to implementation. If unauthorized information is discovered within the site, the contract link may be immediately suspended until the information is appropriately revised, or until the contract is terminated. **Except in the event of unforeseen technological interruptions or forces of nature, continued disruption of service or inadequate access may be grounds for default proceedings and/or contract termination.**

Final award is contingent on completion of submitted Universal Resource Locator (URL) for the State Term Contract Web Page. See Event Timeline.

5.25 MyFloridaMarketPlace (MFMP) Electronic Catalog Requirement.

The MyFloridaMarketPlace ("MFMP") third-party service provider is responsible for converting Contract catalog information into a format supported by the system. To accomplish this conversion, the Contractor, if requested, shall provide certain information in electronic format directly to the service provider (Note: This format is generally Microsoft Excel™).

Within ten (10) business days of written notice from the MFMP service provider, Contractor shall provide all information necessary to facilitate electronic purchases from this Contract. Such information may include, but is not limited to, Contractor Name, Manufacturer / Brand Name, SKU, Commodity Description, unit of measure. Contractor shall provide this information in the format required by the MFMP service provider. No costs or expenses associated with providing this information shall be charged to the State, Department, Eligible Users, or MFMP service provider. With the Contractor's timely assistance, the MFMP service provider shall create and maintain web-based placement of the requested Contract information.

Final award is contingent on completion of and submittal of MyFloridaMarketPlace electronic catalog. See Event Timeline.

5.26 Requirements of Contractors

- ❖ Printed paper copies of this contract will not be automatically distributed to contractors or users. Contractors can view their current contract through the State Purchasing website at <http://purchasing.state.fl.us>.
- ❖ Color brochures and fabric/finish cards must be provided to all users upon request.
- ❖ All price lists and literature will be provided at no charge to the Department or Customers.
- ❖ The Department shall review and approve all literature, price lists, and promotional materials before distribution to agencies and political subdivisions.

Failure to comply with these requirements may result in default proceedings and/or contract termination.

5.27 Authorized Servicing Dealers and Manufacturer Representative

Contractors are required to name at least a minimum of two (2) different servicing dealers for the State of Florida. **Contractors are encouraged to use certified Minority Business Enterprise dealers.** It is the Contractor's responsibility to insure that all customers will be given equal representation and service with the approved dealers. Each dealer named will be responsible for delivery and installation of products, as well as providing needed assistance to Eligible Users, as defined in Special Instructions, Eligible Users, Section 3.1. All servicing dealers participating in this contract are required to register in MyFloridaMarketPlace if they will be receiving orders on behalf of the manufacturer.

5.28 Intellectual Property

The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

5.29 Warranty

All equipment including material used therein shall be warranted by the Contractor against mechanical, electrical, and workmanship defects. In the event defects become evident within the warranty period, the Contractor shall either repair or replace the defective parts and materials at no additional cost to the Customer. The Contractor shall be liable to the Customer for supply of information and material necessary for mandatory revisions determined by the manufacturer at no additional cost to the Customer for the duration of the warranty period. The duration of this full parts warranty period shall be at least 5 years (except for fabric and pneumatic cylinders, which shall be warranted for a minimum of 1 year), or the manufacturer's standard warranty period, whichever is longer. The warranty period shall start with the date of equipment acceptance and shall be extended to include times during which the equipment is out of service for warranty repair. The warranty shall apply to all equipment provided under this contract.

5.30 Insurance, Worker's Compensation

The Contractor shall take out and maintain during the life of this agreement, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the Customer, for the protection of his employees not

otherwise protected.

INSURANCE, CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE

The Contractor shall take out and maintain during the life of this agreement **COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE** as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limits as follows:

- | | |
|--------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| A. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY COVERAGES, BODILY INJURY & PROPERTY DAMAGE | \$300,000.00
Each Occurrence,
Combined Single Limit |
| B. AUTOMOBILE LIABILITY COVERAGES, BODILY INJURY & PROPERTY DAMAGE | \$100,000.00
Each Occurrence,
Combined Single Limit |

Insuring clause for both **BODILY INJURY** and **PROPERTY DAMAGE** shall be amended to provide coverage on an **OCCURRENCE BASIS**

SECTION SIX: PRICE SHEET

CONTENTS:

6.1 Price Sheet

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ITB No. 17-425-001-F, Office Furniture and Files

Section 6.1 Price Sheet

Respondent's Name:	
Respondent's Brand Name:	
Price List Name / Number / Date (be specific):	
Series Bid: Each series shall be listed separately by name and/or number.	

Quantity Discount Tiers¹	GSA Discount² (##.##%)	State of Florida Discount Offered³ (##.##%)	State of Florida Offer Status⁴
[Example: \$0 - \$5,000]	50.00%	49.75%	Compliant
[Example: \$5,000 - \$10,000]	50.00%	49.00%	Non-Compliant
[Example: \$10,000 - \$25,000]	50.00%	50.25%	Compliant
			Compliant
			Compliant
			Compliant
			Compliant
			Compliant
			Compliant
			Compliant
			Compliant

Additional Quantity Discounts:

[List additional discounts applicable to any Single Order of any combination of awarded contract items to be delivered at one time to one destination.]

Balance-of-Line Price/Products (if applicable):

[List Product Names, Price List/Name/Number/Date (be specific) and discounts.]

Installation:

[Charges may be listed as cost per item, % of net cost of items, or negotiable per project. List any installation charges.]

Space Planning / Design Fees:

Fees may be listed as an hourly fee, percentage of price fee, or negotiable per project. List space planning / design fees.]

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/Discount

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 Price/Discount

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.

SECTION SEVEN: FORMS

CONTENTS:

- 7.1 Ordering Instructions Form**
- 7.2 Authorized Servicing Dealer & Manufacturer Representatives Form**
- 7.3 Certification of Drug-Free Workplace Program**
- 7.4 Quarterly Sales Report Form**
- 7.5 Savings/Price Reductions Form**

- 7.6 Product List Form
- 7.7 Response Preparation Checklist

[The remainder of this page is intentionally left blank (other than footer information)]

ITB No. 17-425-001-F Office Furniture and Files	
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 Please provide information where Customers should direct orders. You must provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.	
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]
REMIT-TO EMAIL and/or INTERNET ADDRESS:	[Enter Respondent's Remit-To Email and/or INTERNET Address]
Note: Please make sure the Ordering Instructions information provided above matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information (http://vendor.myfloridamarketplace.com/).	
PLEASE DUPLICATE ON ADDITIONAL TABS IF NEEDED.	

ITB No. 17-425-001-F Office Furniture and Files

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]
GORAPHIC 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

Certification of Drug-Free Workplace: Section 7.3

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.

BIDDER'S NAME: _____

By: _____
Authorized Signature Print Name and Title

Section 7.4

Quarterly State Term Contract Sales Summary Report

Vendor Name:	FEID#:
Contact Person:	Phone Number: <input style="width: 50px;" type="text"/> Email: <input style="width: 50px;" type="text"/>
Contract Title:	Contract #:

Fax or Email form to: **Brenda Wells Fax: 850-414-6122**

Email: brenda.wells@dms.myflorida.com

Report reflects all sales for the 20xx (YEAR) CALENDAR QUARTER: Check One

<input type="checkbox"/> Quarterly Period Ending March 31st	<input type="checkbox"/> Quarterly Period Ending June 30th
<input type="checkbox"/> Quarterly Period Ending September 30th	<input type="checkbox"/> Quarterly Period Ending December 31st

ENTITY	TOTAL DOLLARS
STATE AGENCIES: Report dollar amount sold to all State Agencies.	\$ _____
POLITICAL SUBDIVISIONS: Report dollar amount sold to other Political Subdivisions [including but not limited to, Counties, Cities, Schools, Universities, Colleges and Utilities].	\$ _____
Environmentally Preferred Products Report dollar amount sold to agencies:	\$ _____
Report dollar amount sold to political subdivisions:	\$ _____
GRAND TOTAL:	\$ _____

Under penalties of perjury, I declare that this is a true and accurate report of all sales due under the terms and conditions of this state term contract for the specified quarterly reporting period.

AUTHORIZED TYPED SIGNATURE:

AUTHORIZED ELECTRONIC SIGNATURE:

Notes:

- 1) A quarterly report is required even if there are no sales for the specified quarter; please enter zero dollars where applicable.
- 2) This form is for the reporting of quarterly sales only. It is not related to reporting and payment of vendor transaction fees.
- 3) To enter electronic signature, click text box, click "Insert" (on tool bar), select "picture", and select picture type to paste or enter signature.
- 4) For information concerning the use of this form, please contact the Contract Administrator named above.

(Rev. 7/15/08)

Quarterly State Term Contract Sales Summary Report

Commodity/service Category (as listed on the Contract)	Agency\Eligible User	Quantity Sold	P-Card Payments	P. O./D. O. Payments	Total Sales

Detail by commodity/service category, and/or by customer.
May be formatted to accommodate company reporting system.

SAVINGS/PRICE REDUCTIONS: Section 7.5

Invitation to Bid (ITB) No. _____

Respondent is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this bid.

DATE _____

COMPETITIVE PRICES OFFERED AVERAGE _____ % SAVINGS.

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [url], or other source of benchmark prices)?

AUTHORIZED SIGNATURE: _____

TELEPHONE NUMBER: _____

RESPONDENT NAME: _____

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

WHAT WERE THE RESULTS? _____

PURCHASING ANALYST/SPECIALIST: _____

PRODUCT LIST FORM: Section 7.6

The Product List Form is an example of furniture products offered under this Solicitation which will be available on the State of Florida Office Furniture and Files Contract. Please check the products you offer.

MANUFACTURER NAME: _____

SYSTEMS FURNITURE

- Open Office Systems Furniture
- Desking Systems
- Communications Ctr. Workstations
- Stacking Open Office Systems
- Floor-to-Ceiling Partitions
- Computer Stations

TECHNOLOGY/RISK MANAGEMENT

- Dispatch/911
- LAN Furniture
- WAN Furniture
- Server Racks
- Lateral Files-Metal
- Keyboard Supports
- Cable Management
- CAD Workstations
- Adjustable Height Work Surfaces
- Ergonomic Accessories

FILES/STORAGE

- Lateral Files - Steel
- Vertical Files - Steel
- Lateral Files-Wood
- Vertical Files-Metal
- Vertical Files-Wood
- Fireproof Files
- ADP/Data Storage
- Metal Storage Cabinets
- Plan Storage
- Media Storage
- Shelving/Personal Storage
- Conference Storage & Training Storage

SEATING

- Ergonomic Seating
- Task Seating
- Multi-Shift Seating
- Big & Tall Seating
- Big & Tall Multi-Shift
- Executive Seating
- Side Chairs
- Lounge Seating
- Training Room Seating
- Stack Chairs
- Multi-Purpose Seating
- Wood Seating
- Conference or training chairs

CASEGOODS

- Executive Wood Office Furniture
- Laminate Office Furniture
- Metal Office Furniture
- Computer Desks
- Laminate Bookcases
- Wood Files
- Wood Bookcases

CONFERENCE/TRAINING /PUBLIC AREA

- Training Tables
- Wood Conference Tables
- Occasional Tables
- Laminate Conference Tables
- Laminate Conference Accessories
- Presentation Accessories
- Computer Training Tables
- Multi-Purpose Tables
- Audio/Visual Accessories
- Reception Desks

- Map Files
- Mail Processing Furniture

- Sofas & Loveseats
- Single & Multiple Seating Units

Response Preparation Checklist: Section 7.7

The Response Preparation Checklist is a guide to assist Respondents in verifying the completeness of their response. The Response Preparation Checklist *does not* relieve the Respondent of the responsibility of ensuring that all requirements of this solicitation are included with submittal of Response.

The following section pertains to the electronic portion of the response that will be submitted via the MyFloridaMarketPlace Sourcing Tool:

- _____ Reviewed the MyFloridaMarketPlace Sourcing Tool Online Training Guide.
- _____ All documents requiring a Yes/No answer have been fully read and answered.
- _____ All required documents have been fully completed and uploaded into Respondent’s response.
(Price Sheet(s), Ordering Instructions, Authorized Dealers & Manufacturer Representatives, Savings/Price Reduction, Product List, and Certification of Drug-Free Workplace Form)
- _____ Submitted all questions to the MyFloridaMarketPlace Q&A Board, no later than date and time listed in Section 1.2 Event Timeline.
- _____ Viewed answers to submitted questions as posted in addendum to solicitation.
- _____ Submitted the electronic portion of the response using the MyFloridaMarketPlace Sourcing tool.

The following section pertains to the portion of the response that must be received by the contact person below no later than date and time listed in Section 1.2 Event Timeline.

- | | |
|-------------------------------------|---------------------------------------------------|
| _____ Dedicated Website URL Address | _____ Federal GSA Catalog /Price Book (CD format) |
| _____ Purchase Orders or Invoices | _____ Current Price Book (CD format) |
| _____ Environmental Requirements | _____ GSA Contract (copy) |
| _____ Recycled Content Requirements | |

**Contact Person: Brenda Wells, CPPB, FCPM, FCPA, FCCM
Purchasing Analyst, Team Lead
Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 370
Tallahassee, FL 32399-0950**

Outer packaging shall clearly states the Response Title, Number, Opening Date and Time along with Respondent’s Name and Address.

ADDENDUM NO. 1

State of Florida
Department of Management Services

**INVITATION TO BID (“ITB”)
17-425-001-F
Office Furniture and Files**

January 11, 2011

The Department hereby answers Questions posted by interested Vendors, and provides additional guidance for completing Price Sheets. Unless expressly indicated, the answers included herein do not amend the terms of the solicitation documents.

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, or failure to file a bond or other security within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes

Please Note: This addendum does not need to be returned with the Response.

Question No. 1 Due to restructuring within our company, our current GSA contract is scheduled to expire this year. However, our parent company intends to secure a new GSA contract under the parent company's name and FID #. If awarded a contract with the State of Florida, are we able to transfer the Florida contract to the new GSA contract awarded to our parent company at the prices on the new GSA contract?

Answer No.1. Awarded Contractors may request revisions at any time during the contract term in accordance with Prices/Discount, Section 5.10, Addition/Deletion of Vendors and Products Offered, Section 5.13 and Contract Revisions, Section 5.23.

Question No. 2 Can a vendor/manufacture be included on 2 contracts? Example: if a vendor has an E&I contract which does not include conferencing and desk, will this vendor be able to submit those products on this contract? Thanks

Answer No. 2 Yes, a vendor can be included on two contracts; however, the products must not be in conflict. Please reference Basis for Award, Section 3.15 and Eligible Products, Section 5.1.

Question No. 3 Good afternoon, I would like to respond to this bid, however, I do not see anywhere in this package an itemized list indicating product, descriptions and quantities. Will there be a separate addendum?

Answer No. 3 No. The contract resulting from this solicitation is a state term contract and will be used for many projects throughout the state. Specific project requirements will be provided by contract customers, per project. Please reference Introduction, Section 1.1.

Question No. 4 I notice that only Manufacturers who hold a GSA Contract can submit a bid. Does the GSA Contract held at the time of submitting a bid have to remain in effect for the entire term of the Florida Contract?

Answer No. 4 Awarded Contractors may request price and product changes at any time during the contract term in accordance with Prices/Discount, Section 5.10, Addition/Deletion of Vendors and Products Offered, Section 5.13 and Contract Revisions, Section 5.23.

- Question No. 5 I am requesting that the deadline for questions be extended. This bid was issued just before Christmas break and many of the manufacturers I represent are just getting back as they were closed the last two weeks. Another few days to a week would be helpful to be sure we have reviewed and asked all relevant questions.
- Answer No. 5 The Event Timeline is comparable to previous solicitations for this commodity. The Department does not intend to amend the timeline.
- Question No.6 As a continuation of my question on GSA Pricing- our current GSA catalog is out of date (and) has several line items that are obsolete. The new GSA catalog has several new line items - we would like to submit the new price list as the basis for our bid, even though it has not been approved by GSA yet (should be within a month). Can we do that?
- Answer No. 6 The Basis for Award, Section 3.15, specifies products currently available on GSA Schedule. Awarded Contractors may request price and product changes at any time during the contract term in accordance with Prices/Discount, Section 5.10, Addition/Deletion of Vendors and Products Offered, Section 5.13 and Contract Revisions, Section 5.23.
- Question No. 7 Can you please clarify what "Series Bid" means (on Section 6.1 Price Sheet). We sell Console furniture and millwork but have several types of consoles. Are each of our console products considered a different series? Is Millwork a different series?
- Answer No. 7 "Series Bid" means the name and/or number your company assigns or refers to a group of products to identify the products.
- Question No. 8 (Company name removed) recently submitted a request for a price change to our GSA catalog. I expect this to be accepted by GSA in the next month. Can I use this new GSA pricing as the basis for our bid? Our current GSA price is based off our old Price catalog, not the current one.
- Answer No. 8 Please refer to Answer No. 6.
- Question No. 9 RE; "Copy of GSA Contract"; Are you wanting the award pages and mods or are you wanting the entire solicitation offer award and mods which runs over 400 pages?
- Answer No. 9 Reference Section 3.8 Submittal of Bid. We need the specific pages which detail the Respondent's GSA award that confirm manufacturer name, contract number, effective dates, and pricing discounts.
- Question No.10 The ITB has a Responses Due date of January 24, 2011 (2:00 pm ET), but the online timer indicates only 6 days left. Which is correct.
- Answer No.10 The solicitation was in Preview Status at the time of this question. The timer would have shown how many days were remaining in the Preview phase. Responses are due January 24, 2011, 2:00 PM ET.
- Question No. 11 I need your advice on how or if I should bid for the contract. We are (Company Name) the Florida distributor for Ergonomic Office Chairs. We sell quite a few 24/7 chairs to 911 and power companies in Florida. Ergonomic Office Chairs has the Ironhorse line of chairs under a GSA contract. Normally when I sell to GSA in my territory, the transaction has to go through Ergonomic Office Chairs and then I am the direct contact for the GSA customer if a warranty issue arises. The pricing is all the same in my territory under the GSA pricing. My

question is can I bid on the Florida contract? All the pricing will be the same whether you purchase from me or direct through Ergonomic Office Chairs. I would appreciate your input. Thank you very much and have a good day.

- Answer No.11 Please reference Who May Respond, Section 3.4.
- Question No.12 Can you tell me where the Prepare Response button is located? It is not at the top of the page, thank you very much.
- Answer No.12 Please refer to Answer #10.
- Question No.13 Good morning, Are all manufacturers eligible that meet the GSA and state specs?
- Answer No.13 Please reference Who May Respond, Section 3.4 and Basis for Award, Section 3.15.
- Question No.14 Good morning, Will you need a separate product list for each manufacturer?
- Answer No.14 Yes. Please reference Submittal of Response, Section 3.8.
- Question No.15 Good morning, In order to give you pricing I will need more specs on the product list form. There are no specifications about size, finish or needs. Will you publish a spec sheet?
- Answer No.15 No. Please refer to Answer #3.
- Question No.16 Section 4.11 Transportation and Delivery - Will the order acknowledgement with the actual ship date be satisfactory to comply with potential delivery delays beyond the 30 day requirement notification?
- Answer No.16 Section 5.18 Delivery Requirements takes precedence over Section 4.11. Section 5.18 specifies 90 days delivery for furniture. Delays must be clearly presented to the Customer and justified to the ordering agency in writing. If a delay is noted on the Order acknowledgement, it is the responsibility of the manufacturer or servicing dealer to notify this delay to the Customer and obtain acceptance.
- Question No.17 Section 4.4 (d) Trade-In. Please confirm that the term equipment is strictly meaning things like copiers and fax machines, etc. Not, furniture.
- Answer No.17 Trade-In, Section 4.4, paragraph (d) is not applicable for furniture. Please reference Order of Precedence, Section 3.7.
- Question No.18 5.10 prices/Discounts: (Company name removed) is a State of Florida corporation. We manufacture and install Full Height Demountable wall systems. We do not have a GSA price list with discount. We have a Miami-Dade County contact for materials, labor and freight included with a discount schedule. Can we provide this contract in lieu of the GSA pricing under 287.042 (16) (a), F.S.?
- Answer No.18 Please reference Section 3.4, Who May Respond. Responses are requested from manufacturers holding current Federal (GSA) Contracts for products offered on this contract. Section 287.042(16), F.S., references an alternate contract source approval process. This process is separate from this competitive process outlined in Section 287.057

(1) (a), F.S.

Question No.19 Even though our current contract was just extended through March 2012 we should still participate in this bid?

Answer No.19 Yes. The current state term contract for Office Furniture and Files has been renewed through March 1, 2012, and will be in effect until a new contract has been implemented.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES

ITB 17-425-001-F
Office Furniture and Files
Addendum No. 2

The referenced solicitation is amended as follows:

The Notice of Intent to Award will be posted on the Vendor Bid System (VBS) on May 17, 2011.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Section 1.2 Event Timeline is amended as follows:

Event Timeline Activity for ITB #17-425-001-F	Date
Notice of Office Furniture & Files solicitation is posted to the Vendor Bid System (VBS) and the complete Office Furniture & Files solicitation is posted in the MyFloridaMarketPlace Sourcing Tool. Solicitation will initially be in "Preview" status where Respondents can view/download all information and ask questions, but cannot input or submit responses.	December 20, 2010
Deadline to submit Questions, or request for specification change via the MyFloridaMarketPlace Sourcing tool Q&A Board (Respondents must monitor Message Board for communications).	January 4, 2011 5 pm ET
Department will post Answers to Respondents' questions as an addendum to the solicitation within the MyFloridaMarketPlace Sourcing Tool. Respondents must monitor Message Board for communications.	January 11, 2011
Deadline to submit Response, including all required documents in the MyFloridaMarketPlace Sourcing Tool. Utilize the Response Preparation Checklist to make sure all required documents and responses are completed. (Section 7.7)	January 24, 2011 2 pm ET
Deadline for submittal of State Term Contract dedicated web site URL Address. (Section 3.12)	January 24, 2011 2 pm ET
Notice of Intent to Award posted on Vendor Bid System (VBS).	May 17, 2011
Deadline for development of eProcurement catalog within MyFloridaMarketPlace.	To Be Determined Prior to Contract Award
Contract Award	Per Section 2.17 Contract Formation

**ITB No. 17-425-001-F
Office Furniture and Files
Addendum No. 3**

The referenced solicitation is amended as follows:

The posting of the Notice of Intent to Award scheduled for May 17, 2011 is postponed. All updates will be posted on the Vendor Bid System. Questions should be directed to Brenda Wells, Purchasing Analyst, at Brenda.Wells@dms.myflorida.com.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Section 1.2 Event Timeline is amended as follows:

Event Timeline Activity for ITB #17-425-001-F	Date
Notice of Office Furniture & Files solicitation is posted to the Vendor Bid System (VBS) and the complete Office Furniture & Files solicitation is posted in the MyFloridaMarketPlace Sourcing Tool. Solicitation will initially be in "Preview" status where Respondents can view/download all information and ask questions, but cannot input or submit responses.	December 20, 2010
Deadline to submit Questions, or request for specification change via the MyFloridaMarketPlace Sourcing tool Q&A Board (Respondents must monitor Message Board for communications).	January 4, 2011 5 pm ET
Department will post Answers to Respondents' questions as an addendum to the solicitation within the MyFloridaMarketPlace Sourcing Tool. Respondents must monitor Message Board for communications.	January 11, 2011
Deadline to submit Response, including all required documents in the MyFloridaMarketPlace Sourcing Tool. Utilize the Response Preparation Checklist to make sure all required documents and responses are completed. (Section 7.7)	January 24, 2011 2 pm ET
Deadline for submittal of State Term Contract dedicated web site URL Address. (Section 3.12)	January 24, 2011 2 pm ET
Notice of Intent to Award posted on Vendor Bid System (VBS).	To Be Determined
Deadline for development of eProcurement catalog within MyFloridaMarketPlace.	To Be Determined Prior to Contract Award
Contract Award	Per Section 2.17 Contract Formation

Office Furniture and Files
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