



AMENDMENT NO.: 5

Contract Renewal

Contract No.: 600-000-11-1

Contract Name: Multifunction Products, Printers, Facimile Equipment, Scanners,
Related Software, Supplies, and Services

This Amendment ("Amendment"), effective as of August 4, 2017 or the last date signed by both Parties, to the state term contract for Multifunction Products, Printers, Facimile Equipment, Scanners, Related Software, Supplies, and Services, Contract No. 600-000-11-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Toshiba America Business Solutions, Inc. ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS the Department originally entered the Contract with Toshiba America Business Solutions, Inc. on August 4, 2010, for the provisions of Multifunction Products, Printers, Facimile Equipment, Scanners, Related Software, Supplies, and Services and is scheduled to expire on August 3, 2017; and

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

WHEREAS the Parties agree to renew the Contract as provided in section 4.26 "Renewal" of Contract No. 600-000-11-1; and

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

I. Contract Amendment.

- a) The contract is amended to rename section 3.22.1 "Diversity" of the Contract to be "Diversity Reporting," delete it in its entirety and replace it with the following:

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

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

Subcontractors

The Contractor shall not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.

- b) The Contract is further amended to delete the content under section 2.19 "Public Records" in its entirety and replace it with the following:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CONTRACT MANAGER.

(1) The Department may unilaterally cancel this Contract for refusal by the Contractor to comply with this section by not allowing public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

(2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701, F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency in order to perform the service.

(b) Upon request from the public agency, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically

must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Protection of Trade Secrets or Other Confidential Information

(1) If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

(2) If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(3) If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

(4) The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

Retention of Records

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

- c) The Contract is further amended to delete the content under section 4.14 "Transaction Fee" in its entirety and replace it with the following:

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

- d) The contract is amended to include section 5.40 "Contractor Certification" and include the following:

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, Contractor certifies that it is not participating in a boycott of Israel, not listed on either the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Department may terminate this Contract under section 287.135(3)(c), F.S.

II. Contract Renewal. Pursuant to section 4.26 of the State Term Contract, the State Term Contract No. 600-000-11-1 is renewed for a period of one (1) year at the same terms and conditions, with a new contract expiration date of August 3, 2018.

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

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

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

State of Florida:
Department of Management Services

By:  _____

Name: Erin Rock

Title: Chief of Staff

Date: 2-20-17

Contractor:
Toshiba America Business Solutions, Inc.

By:  _____

Name: Michael Torcaso

Title: Executive CFO + CIO

Date: 12-14-2016



CERTIFICATION OF CONTRACT

TITLE: Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services

CONTRACT NO.: 600-000-11-1

RFP NO.: 20-600-000-Q

EFFECTIVE: August 4, 2010 through August 3, 2014

SUPERSEDES: 600-340-06-1

CONTRACTORS:

Canon U.S.A., Inc. (A)
Konica Minolta Business Solutions USA, Inc. (A)
Kyocera Mita America (A)
Lexmark International, Inc. (A)
Océ Imagistics Inc. d/b/a Océ North America Document Printing Systems (A)
Panasonic System Networks Company (A)
PC Mall Gov, Inc. (A)
Qualpath, Inc. (A)
Sharp Electronics Corporation (Q)
Toshiba America Business Solutions, Inc. (A)
United Solutions Company (A)
Xerox Corporation (A)

ANY QUESTIONS, SUGGESTIONS, OR CONTRACT SUPPLIER ISSUES WHICH MAY ARISE SHALL BE BROUGHT TO THE ATTENTION OF Michelle MacVicar AT (850) 414-6131, E-MAIL: Michelle.MacVicar@dms.myflorida.com

- 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 Multifunction Copiers, Multifunction Printers, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services by all State of Florida agencies and institutions.

CONTRACT CERTIFICATION

Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services

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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 PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, 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.



Anthony Garcia
Purchasing Director

8/23/10
(date)

**CONTRACT BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
Awarded Vendor**

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

Whereas, the Contractor replied to the Department's Request for Proposal (RFP) No.: RFP 20-600-000-Q – Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services;

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

Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services

2.0 SUMMARY OF THE CONTRACTUAL SERVICES (SCOPE OF WORK)

Establish a forty-eight (48) month State Term Contract (STC) for Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services. For additional information regarding scope of work, see Section 1.1 of the RFP

3.0 DELIVERABLES

Includes delivery of equipment as awarded by vendor, and related maintenance, software and supplies for the awarded equipment.

4.0 SUMMARY OF PENALTY FOR FAILURE OF CONTRACTOR TO MEET DELIVERABLES

Penalties are as outlined in Sections 4 and 5 of the RFP and the Service Level Agreement.

5.0 EFFECTIVE DATE

This Contract shall begin on August 1, 2010 or on the last date in which it is signed by all parties, whichever is later.

6.0 EXPIRATION DATE

This Contract shall expire forty-eight (48) months from the effective date of the Contract, unless cancelled earlier, in accordance with its terms.

7.0 RENEWAL

Upon mutual written agreement, the Department and the Contractor may renew the Contract for up to forty-eight (48) months pursuant to the provision of PUR 1000 Section 26.

8.0 INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be created as a result of this contract. However, in such case as it is created, any intellectual property is subject to following provisions:

- A. Anything by whatsoever designation it may be known, that is produced by, or developed in connection with, this Contract shall become the exclusive property of the State of Florida and may be copyrighted, patented, or otherwise restricted as provided by Florida or federal law. Neither the Contractor nor any individual employed under this Contract shall have any proprietary interest in the product.
- B. With respect to each Deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the Department pursuant to s. 1006.39, F.S., on behalf of the State of Florida.
- C. In the event it is determined as a matter of law that any such work is not a "work for hire", Contractor shall immediately assign to the Department all copyrights subsisting therein for the consideration set forth in the Contract and with no additional compensation.
- D. The foregoing shall not apply to any preexisting software, or other work of authorship used by Contractor, to create a Deliverable but which exists as a work independently of the Deliverable, unless the preexisting software or work was developed by Contractor pursuant to a previous Contract with the Department or a purchase by the Department under a State Term Contract.
- E. The Department shall have full and complete ownership of all software developed pursuant to the Contract including without limitation:
 - 1. The written source code;
 - 2. The source code files;
 - 3. The executable code;
 - 4. The executable code files;
 - 5. The data dictionary;
 - 6. The data flow diagram;
 - 7. The work flow diagram;
 - 8. The entity relationship diagram; and
 - 9. All other documentation needed to enable the Department to support, recreate, revise, repair, or otherwise make use of the software.

9.0 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.

10.0 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:**
The signed Service Level Agreement.
- B. ATTACHMENT II (the solicitation document – amendments thereto take precedence):**
RFP No.: 20-600-000-Q, as amended.
- C. ATTACHMENT III:**
Contractor's Response to the RFP

11.0 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. The Contract Manager shall be as follows:

Michelle MacVicar
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Ste 360
Tallahassee, FL 32399-0950
Telephone: (850) 414-6131
Fax: (850) 414-8331
E-mail: Michelle.MacVicar@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

**State of Florida
Department of Management Services**

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

By: Linda H. South

Date

Date

Contractor:

Signature

Print Name

Date

VENDOR AFFIDAVIT

**Regarding the Contract Between
Awarded Vendor (the "Contractor")
and
The Florida Department of Management Services
Contract No.: 600-000-11-1 (the "Contract")**

Pursuant to section 9.0 of the Contract, the undersigned Contractor hereby attests that the Contractor is in compliance with the preferred-pricing clause contained in the Contract.

PRINT CONTRACTOR NAME: _____

By: _____ Date: _____
Signature of Authorized Representative

Print Representative's Name/Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, by
_____.

Signature of Notary

(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] ____ Personally Known OR ____ Produced the following I.D. _____

Vendor Name _____ FEIN: _____
Vendor's Authorized Representative Name and Title _____
Address _____
City, State, Zip _____
Phone Number _____
Email Address _____

Contract Manager:

Michelle MacVicar, Purchasing Specialist
4050 Esplanade Way, Ste 360
Tallahassee, FL 32399-0950
Telephone: (850) 414-6131
Fax: (850) 414-8331
E-mail: Michelle.MacVicar@dms.myflorida.com

NOTICE:

The following “Complete Contract Document” has been modified to reflect all pertinent addenda issued during the solicitation.



**MULTIFUNCTION PRODUCTS, PRINTERS, FACSIMILE EQUIPMENT,
SCANNERS, RELATED SOFTWARE, SUPPLIES, AND SERVICES
RFP 20-600-000-Q**

RFP ISSUE DATE: APRIL 8, 2010
RESPONSES DUE: APRIL 30, 2010 @ 2:00P.M. EDT

REFER ALL INQUIRIES TO:
MICHELLE MACVICAR,
PURCHASING SPECIALIST, FCCM, FCCN
STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES,
DIVISION OF STATE PURCHASING
4050 ESPLANADE WAY, SUITE360
TALLAHASSEE, FL 32399
EMAIL: MICHELLE.MACVICAR@DMS.MYFLORIDA.COM

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RESPONSE USE.

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SECTION 1

INTRODUCTION

1.1. Introduction and Overview

The State of Florida Department of Management Services (the “Department” or “DMS”), Division of State Purchasing invites interested companies to submit proposals in accordance with this solicitation document. The purpose of this Request for Proposal (RFP) is to establish a forty-eight (48) month State Term Contract (STC) for Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services with the potential for renewal in accordance with [Section 287.057\(14\), Florida Statutes \(F.S.\)](#). The contract resulting from this Request for Proposal (RFP) is anticipated to begin on or about May 22, 2010.

The contract resulting from this solicitation will provide efficiency and economy for State Agencies and other eligible users (OEU, as defined in [Rule 60A-1.005, Florida Administrative Code \(F.A.C.\)](#) (Eligible Users)) in the acquisition of the products and services described herein as well as replace STC # 600-340-06-1 (Copying and Facsimile Equipment).

Florida Information Technology Resource Security Policies and Standards, as defined in [Rule 60DD-2, F.A.C.](#) and proposed Rule 71A-1, shall apply to this solicitation where necessary.

Qualified respondents offering highly competitive pricing within each segment/subcategory to the State will be considered for award. This shall be done in accordance with terms and conditions outlined in this solicitation and its required documents. The awarded vendor(s) and their authorized dealers shall work in partnership with the State to provide quality equipment, supplies, software, services, and solutions at the lowest price available. This shall be done in a timely and efficient manner in accordance with the terms and conditions outlined in the solicitation.

The State reserves the right to limit the scope of award or make no award if deemed by the Department to be in the best interest of the State.

The awarded vendor(s) will receive Direct Orders (DO), Purchase Orders (PO) and/or credit card (P-card) orders directly from the Customer for leases and purchases. Delivery and service locations will be statewide.

This solicitation will create a single State Term Contract for the:

- purchase of:
 - Multifunction Products (MFPs),
 - Printers
 - Facsimile machines
 - Sheet Fed Scanners
- lease of:
 - Multifunction Products (MFPs),

- Printers,
- supplies and maintenance for the aforementioned items
- related software
- associated value-added services/solutions

Respondents may submit responses for one or more segments within the following categories:

- Category 1: Copier-based MFPs (*as referenced by the Buyer's Laboratory Advisor Buying Guide*) (Monochrome, Hybrid; must include 11x17)
 - Segment 2: 21-30 cpm
 - Segment 3: 31-40 cpm
 - Segment 4: 41-69 cpm
 - Segment 5: 70-90 cpm
 - Segment 6: 91 cpm and higher

(Segments in Category 1 are as listed within the Buyers Laboratory Inc. (BLI) Copier Fact Sheet Glossary)

- Category 2: Printer-based MFPs (*as referenced by the Buyer's Laboratory Advisor Buying Guide*) (Monochrome, Hybrid; *desired to include 11x17*)
 - Small Workgroup
 - Medium Workgroup
 - Large Workgroup
 - Departmental
- Category 3: Printers (Monochrome, Color, Hybrid; *desired to include 11x17*)
 - Small Workgroup
 - Medium Workgroup
 - Large Workgroup
- Category 4: Workgroup and Network Sheet Fed Scanners (Monochrome, Color)
 - Desktop Workgroup: 16-30 ppm
 - Departmental: 31-50 ppm
 - Low-volume Production: 51-75 ppm
 - Mid-volume Production: 65-100 ppm
 - High-volume Production: 100 ppm and higher

(Segments in Category 4 are as listed within the BLI Buying Guide for Document Scanners)

- Category 5: Plain Paper Facsimile Machines
 - Low-volume
 - Mid-volume
 - High-volume

Methods used for print imaging include toner and non-toner based products.

1.2. Who May Respond

The Department will accept responses from responsible and responsive vendors that are in good standing with the State of Florida, meet the product specifications, and possess the financial capability, experience, and personnel resources to provide equipment and services of the scope and breadth described within this RFP.

Minimum qualifications for response eligibility are:

- (a). Respondent must be registered and listed as active with the [State of Florida's Department of State, Division of Corporations](#). If respondent is doing business using a fictitious name (d.b.a.), Respondent's fictitious name must also be registered with the Division of Corporations.
- (b). Respondent must be fully registered and active within the State of Florida's [MyFloridaMarketPlace Vendor Information Portal](#). To be considered fully active, all sections within the registration must be completed and the terms of use accepted.
- Must current with fees due to the State of Florida via MyFloridaMarketPlace.
- (c). The Respondent must not be listed on the State of Florida's Department of Management Services, Division of State Purchasing [Convicted](#), [Suspended](#), or [Discriminatory](#) Vendor lists at the time of bid closing.
- (d). It is the Respondent's responsibility to ensure all resolved Complaints to Vendor are no longer listed on the [Vendor Complaint List](#) at the time of bid closing. Unresolved Complaints to Vendor may result in the Respondent being ineligible for award.
- (e). The Respondent must be a Private Label Distributor or a single authorized agent responding on behalf of a Private Label Distributor.
- Agent authorization must be documented in the form of a letter from the private label distributor, on company letterhead, signed by a duly authorized executive and dated no more than 30 days before the RFP response date. The letter must be submitted with the RFP response via the MyFloridaMarketPlace e-sourcing tool.
- (e). The Respondent must be fully capable of Electronic Invoicing (for purchases) through MyFloridaMarketPlace. See the MyFloridaMarketPlace Electronic Invoicing Requirements document for details.

Respondents not meeting the minimum qualifications may be deemed non-responsive and may not be considered for further evaluation, or subsequent contract award.

1.3. Event Timeline

Respondents should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of the Respondent to check for any changes. All changes to the Timeline will be made through an addendum to this solicitation and posted within the [Vendor Bid System \(VBS\)](#) and [MyFloridaMarketPlace sourcing tool](#).

1.3.1. Pre-bid Conference

A non-mandatory pre-bid conference will be held on the date and time listed in the timeline below. Any questions related to specifications or requirements of the solicitation shall be addressed through the question and answer process within the MyFloridaMarketPlace Sourcing Tool (per Section 2.5).

Event	Date
Solicitation posted in Vendor Bid System (VBS) and MyFloridaMarketPlace Sourcing Tool. Solicitation will be in “preview” status at this time. Documents can be viewed, downloaded, and questions posted. Responses cannot be submitted during the preview period.	8-April-2010 5:00 p.m. E.T.
Vendor Pre-bid Conference – Non mandatory 4050 Esplanade Way, Suite 101 Tallahassee, FL 32399	14-April-2010 1:30 p.m.- 3:30 p.m. E.T.
MyFloridaMarketPlace (MFMP) Sourcing Tool Training (Not Mandatory – see Section 3.5 for details)	16-April-2010 1:00 p.m.-2:00 p.m. E.T.
Deadline to submit questions via the MyFloridaMarketPlace Sourcing Tool Q&A Board	19-April-2010 2:00 p.m. E.T.
Answers to submitted questions posted in Vendor Bid System (VBS) and MyFloridaMarketPlace Sourcing Tool.	27-April-2010
Deadline to submit RFP response via the MFMP Sourcing Tool. Responses are due no later than 2:00 p.m. ET.	7-May-2010
Evaluators Scoring Session (2:00 p.m. E.T.)	24-May-2010
Notice of Intent to Award posted in Vendor Bid System (VBS) and MyFloridaMarketPlace Sourcing Tool.	24-May-2010
Contract Start Date (on or about)	1-Aug-2010

The MyFloridaMarketPlace (MFMP) Sourcing Tool’s time remaining clock is intended only to approximate the solicitation closing and may require periodic adjustments.

IT IS STRONGLY RECOMMENDED THAT RESPONDENTS SUBMIT BIDS AS EARLY AS POSSIBLE. TIME SHOULD BE ALLOWED TO RECEIVE ANY REQUESTED ASSISTANCE AND VERIFICATION OF YOUR SUBMITTAL. WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE BID SUBMITTAL.

1.4. Lobbying During the Procurement Process

The Service Provider or Respondent shall not lobby the legislative, judicial or executive branches or any State Agency on any aspect of this Solicitation during the procurement process (i.e. from time contract is advertised to execution of a contract) associated with the Contract. Violation of this restriction can be cause for disqualification from the procurement process.

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SECTION 2

STATE OF FLORIDA
PUR 1001
GENERAL INSTRUCTIONS TO RESPONDENTS

CONTENTS

- 2.1. DEFINITIONS.
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- 2.6. CONFLICT OF INTEREST.
- 2.7. CONVICTED VENDORS.
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- 2.9. RESPONDENT'S REPRESENTATION AND AUTHORIZATION.
- 2.10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.
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- 2.19. PUBLIC RECORDS.
- 2.20. PROTESTS.
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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 19 of these Instructions.

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

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

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

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal

antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the

Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

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

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

2.13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_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 3

SPECIAL INSTRUCTIONS TO RESPONDENTS

NOTE: SECTIONS 2 AND 3 ARE SPECIFIC TO THE SOLICITATION RESPONSE REQUIREMENTS. SECTION 3 (SPECIAL INSTRUCTIONS TO RESPONDENTS) SUPPLEMENTS GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001) CONTAINED IN SECTION 2. IN CASES OF CONFLICT BETWEEN SECTION 2 AND SECTION 3, SECTION 3 WILL SUPERSEDE.

3.1. Contact Person

The Procurement Official at the State of Florida, Department of Management Services, Division of State Purchasing is listed below. All inquiries and questions must be directed to this person, unless otherwise identified in this RFP or changed by addendum to this RFP.

Direct oral communication with Department officers and employees, other than the designated contact below, concerning this RFP is prohibited. Respondents should only rely on written statements issued by the listed procurement official. All questions regarding this RFP MUST be submitted via the MyFloridaMarketPlace Sourcing Tool during the question and answer (Q&A) period as shown in the event timeline (Section 1.3)

The contact for this solicitation is:

Michelle MacVicar, Purchasing Specialist, FCCM, FCCN
Department of Management Services, Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
E-mail: Michelle.MacVicar@dms.myflorida.com

For assistance with issues related to MyFloridaMarketPlace (MFMP) Sourcing or the Vendor Information Portal (registration/commodity codes/email notification), please call the MFMP Customer Service Desk at 1-866-352-3776 or e-mail VendorHelp@myfloridamarketplace.com

3.2. Definitions

The definitions found in [Rule 60A-1.001, F.A.C.](#) shall apply to this solicitation and the subsequent contract. In addition, the following terms are also defined and are applicable for the entire document:

- (a). "Accessory" means any item that may be added to the base marking engine.
- (b). "Agency" means any of the various state officers, departments, boards, commissions, divisions, bureaus, and councils and any other unit of organization, however designated, of the executive branch of state government. "Agency" does not include the university and college boards of trustees or the state universities and colleges. ([Section 287.012\(1\), F.S.](#))
- (c). "Best value" means the highest overall value to the state based on objective factors that include, but are not limited to, price, quality, design, and workmanship. ([Section 287.012\(4\), F.S.](#))

- (d). "B&W" means Black & White.
- (e). "Customer" means any Agency or Eligible User placing an order through a contract resulting from this solicitation.
- (f). "Department" means the Department of Management Services. ([Section 287.012\(10\), F.S.](#))
- (g). "Eligible Users" is defined in [Rule 60A-1.005, F.A.C.](#) The following entities are eligible users:
- All governmental agencies, as defined in [Section 163.3164, F.S.](#), which have a physical presence within the State of Florida;
 - Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.
- (h). "Hybrid MFP" – MFP device that combines high-speed four (4) color output with a traditional workgroup or departmental B&W copier/printer. In order for a device to be considered a Hybrid Device, it shall have a rated color production speed within 66% of the rated B&W production speed.
- (i). "May" indicates something that is not mandatory but permissive.
- (j). "MFMP" means MyFloridaMarketPlace.
- (k). "Multifunction Product (MFP)" means a device that can print, fax, copy and scan paper documents. MFPs may also be programmed by the user, technology provider, or a third party to integrate with office or enterprise-wide applications, perform custom functions, perform usage tracking, and other administrative functions to help the user manage their office printer/MFP fleet.
- (l). "Must/Shall/Will" indicates a mandatory requirement.
- *NOTE: It is highly recommended that respondents highlight all instances of must, shall, and will in order to ensure the proposal is responsive prior to submission.***
- (m). "New Equipment" ("equipment") refers to units which are currently manufactured, have not been previously used, and consist of all new parts. New equipment has not been leased or used as a test/trial unit.
- (n). "Pricing" means the pricing spreadsheets that shall be submitted by the Respondent in the MFMP Sourcing Tool (see definition below) along with the original proposal submission. These spreadsheets shall contain all of the Suggested Retail Price (SRP) prices for EACH ITEM WITHIN A CATEGORY proposed by the Respondent; along with a discount percent (%) that will apply to items (product or service) within that proposed configuration and show a final "State of Florida Price" per item.
- (o). "Private Label Distributor" means the vendor who may not be the equipment manufacturer but whose name appears on the equipment.
- (p). "Proprietary Information" Any trade secret or confidential business information that is contained in a bid or proposal or included in a particular contract.
- (q). "Respondent" Organization/individual submitting a proposal in response to this bid. May also be referred to as "Vendor" or "Contractor" throughout this document.

- (r). "Responsible vendor" means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. ([Section 287.012\(24\), F.S.](#))
- (s). "Responsive bid," "responsive proposal," or "responsive reply" means a bid, or proposal, or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation. ([Section 287.012\(25\), F.S.](#))
- (t). "Responsive vendor" means a vendor that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation. ([Section 287.012\(26\), F.S.](#))
- (u). "Successful Vendor" means the company that is awarded and has an executed contract with the State of Florida for the goods and services identified in this solicitation document. May also be referred to as "Contractor", "Prime Vendor", or "Awarded Vendor" within this document.
- (v). "Suggested Retail Price" (SRP) means the most recently published undiscounted price.
- (w). "Vendor" Organization/individual submitting a proposal in response to this bid. May also be referred to as "Respondent" throughout this document

3.3. Order of Precedence

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, those instructions specified in the Special Instructions to Respondents shall prevail. After successful evaluations, Contractor(s) shall sign a Contract form incorporating the solicitation materials and any service agreements.

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:

- Addenda to the RFP
- Section 1.0 Introduction
- Section 6.0, Technical Specifications
- Section 5.0, Special Contract Conditions,
- Section 4.0, General Contract Conditions (PUR 1000)
- Section 3.0, Special Instructions to Respondents
- Section 2.0, General Instructions to Respondents (PUR 1001)
- Respondent's Proposal
- Forms and Price Sheets

Note: The order of precedence above supersedes the order of precedence listed in Section 2.4.

The order of precedence above applies ONLY to responses submitted.

3.4. Response Submittal

Respondents shall submit their proposals and all required forms electronically via the Sourcing Tool. Respondents have the ability to upload several versions of their response in the Sourcing tool; however, the last submitted response will be the version accepted and evaluated.

Respondents may respond to multiple categories or sub-categories. The Department seeks each respondent's single-best response for EACH CATEGORY (and sub-category) proposed.

3.5. Sourcing Tool Training

This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool ("Sourcing Tool"). An optional conference call training session on how to use the Sourcing Tool for this RFP is scheduled on the date indicated on the Event Timeline (Section 1.3). The Conference Call number is (888) 808-6959. The conference code for this session is 4881086.

Please go to the [MFMP Vendor Training Solicitation Help page](#) and Click on the **RFP Event User Guide** link. This link will open as a PowerPoint presentation. Please have this presentation open on your desktop while participating on the call.

To participate in the conference call, please call in to the number provided approximately 1 minute before the scheduled time.

For all technical questions about the Sourcing Tool, vendors should contact the MyFloridaMarketPlace Customer Service Desk at (866) 352-3776 or vendorhelp@myfloridamarketplace.com.

3.6. Sourcing Tool Tips

When working in the Sourcing Tool, there is a thirty (30) minute time-out function (with a two (2) minute warning in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty minutes to ensure your entries (since last saved) are not lost.

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

After clicking the SUBMIT button, it is the respondents responsibility to check the submitted bid response within the Sourcing Tool to verify that the response is accurately and completely captured within the Sourcing Tool. This must be done while there is time remaining in the response period in case an error is discovered and a revised bid response needs to be resubmitted.

To validate the bid response, please do the following before the bidding period ends:

- (a). Go to the "My Bids / My Responses" tab within Sourcing Tool after submitting the bid response
- (b). Click on the Bid ID number of the last submitted bid response
- (c). Review all entries to ensure the response is complete, accurate and as intended to be submitted.

Minimum areas to check are:

- Text boxes – Is the entire answer viewable?
- Yes/No questions – Is the displayed answer correct?

- All uploaded document files / scanned documents – Can the attached document be opened and the entire content clearly viewed?
- Pricing Information – Is pricing submitted visible and accurately captured within the Sourcing Tool?

IT IS STRONGLY RECOMMENDED THAT BIDS BE SUBMITTED AS EARLY AS POSSIBLE. PLEASE ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND VERIFICATION OF SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION IS NOT RECOMMENDED AND COULD IMPACT THE TIMELY SUBMITTAL OF THE BID.

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 (SECTION 1.3) OF THIS RFP.

3.7. Addenda to the RFP

The Department may post addenda to this RFP. Any addenda posted will be within MyFloridaMarketPlace (MFMP) and the Vendor Bid System (VBS). Such notices will contain clarifications to details of the RFP and/or responses to questions submitted during the preview period. Each respondent is responsible for monitoring these sites for information concerning this solicitation.

3.8. Initial Determination of Responsiveness

The Department shall evaluate eligible (“responsible and responsive”) responses. Responses that do not meet the minimum requirements of this solicitation; or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status with the State 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-responsive.

Respondents who at the time of bid closing have an open and unresolved complaint to vendor posted on the Department’s [complaint to vendor web page](#) may be deemed non-responsive. The Department reserves the right to determine which responses meet the requirements of this solicitation, and which Respondents are responsive and responsible. **This paragraph is in addition to, and shall not be construed to limit or override, any right or remedy available to the Department in, Section 2, PUR 1001, or Section 4, PUR 1000.**

Failure to comply with and acknowledge each of the RFP requirements may result in the response being deemed non-responsive and therefore not receive further consideration in this RFP process.

3.9. Firm Response

The Department may make an award within one-hundred and eighty (180) 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 one-hundred and eighty (180) days, the response shall remain firm until either the Department awards the contract or the Department receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Department's sole discretion, be accepted or rejected.

3.10. Electronic Posting of Award

Offers shall be accessed on the date and time indicated in the Event Timeline (Section 1.3) and thereafter evaluated. After evaluating the responses, the Department shall electronically post a Notice of Intent to Award on the [Vendor Bid System \(VBS\)](#).

Any person who is adversely affected by the decision shall file with the Department a notice of protest within 72 hours after the electronic posting (see Section 2.20 of the General Instructions (PUR 1001) for more information on protests). The Department shall not reply to, or provide rankings or notices of award by telephone, email, or fax.

3.11. Responses

- (a). Respondents must provide service and supply programs and pricing for each piece of equipment and accessory proposed. Pricing shall be provided within the price sheets corresponding to each equipment category.
- (b). Respondents must submit all required forms and answer all required questions.
- (c). Respondents must quote lease rates for base equipment and accessories for all products eligible for lease (per Section 1.1).
- (d). Respondents must submit their response in a timely manner. Late responses shall not be accepted.

3.11.1. Equipment Minimums

- All equipment proposed must be new and currently in production.
- Equipment submitted must have published specifications on the Buyers Laboratory Inc. (BLI) web site or Respondent must identify where specifications can be found.
 - Items that are unable to be verified may disqualify the Respondent's submission for the unverifiable segment
- Each Respondent may submit all available models per segment within this RFP.
- All submitted models shall have the same minimum discount percentage per segment. Vendors may provide different discounts for the base machine and each accessory grouping. Respondents are cautioned to select the best equipment within their product offering in terms of cost, technological capabilities and service that meets or exceeds the requirements within this RFP.

- If selected as a Contract awardee, the Successful Vendors will have the ability to add additional equipment within awarded groups, which also meet or exceed the requirements at the same or better discount from SRP for that particular segment.
- For Energy Star® compliant equipment proposed, proof of the proposed equipment's Energy Star® rating certification must be submitted. Responses containing Energy Star® equipment proposed will be awarded extra points.
- MFDs controls shall identify the ability to comply with all applicable policies, to ensure the protection of data, such as but not limited to:
 - Ability to password protect the device with a complex password
 - Connection filtering with access restrictions
 - Ability to have a separate connections for fax and network communication
 - Confidential print jobs, including incoming fax holding with authentication
 - Security logs
 - Hard disk encryption
 - Electronic shredding and or hard disk sanitation - manual, automatic or scheduled
 - Encrypt remote administration traffic
 - Ability to apply port access controls
 - Ability to disable USB ports
 - MFD that processes or stores data shall have the ability to comply with internal policies such as those related to computer operating systems, configuration management and patch management. For example, if an MFD has an underlying MS Windows™ based operating system, the MFD must comply with Windows™ policies and receive regular (hardware and software) maintenance.
 - Ability to secure email transmissions from an MFD to comply with existing email policies and practices, to include by not limited to:
 - Limit outbound MFD email transactions of sending a scanned document to a single email address, specifically prohibiting large group distribution.
 - Prohibit broadcast emails

3.11.2. Paper Specifications

- All proposed equipment shall be compatible with using recycled paper, up to and including 100% Post Consumer Waste (PCW) paper. Service personnel may not

fault the use of recycled paper for equipment failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper). Additionally, all proposed equipment shall be guaranteed by the manufacturer to accomplish 100% duplexing with 30% PCW paper.

- Respondents shall guarantee all equipment proposed is capable of printing on 100% PCW recycled content paper and will provide 100% duplexing with 30% PWC, without maintenance problems.

3.11.3. Pricing

Pricing for this RFP and any subsequent contract must be expressed as a discount from Suggested Retail Price (SRP). SRP must be verifiable within the Buyers Laboratory Inc (BLI) website or better than the price published in BLI. Discount rates proposed will be considered the minimally available discount.

3.11.3.1. Pricing, Format

- Pricing for all equipment, accessories, software, and value-added services must be quoted as requested in the pricing spreadsheets, including all Excel tabs. Pricing Spreadsheet electronic submissions must be in Excel format.
- Lease factors shall be submitted rounded to five (5) decimal points.

3.11.3.2. Pricing, Service and Supplies

- Supplies pricing shall include all parts, supplies and consumables excluding paper and staples.
- Any supplies shown on the Service & Supplies spreadsheet whose costs are included in the Service plan should be labeled "INCLUDED" on the pricing spreadsheets. Included supplies shall be furnished at no additional cost to the State for the entire term of the contract. Supplies required on a regular basis may not be included in the purchase price.
- Service pricing must include technician installed parts excluding paper, staples and toner.
- There shall be no charge for service impressions.
- Optional support service options shall be clearly identified and pricing listed shall be on a per month rate.
- Respondents, or their designated authorized dealers, must perform all preventative maintenance services at the manufacturer's suggested intervals, if applicable.
- There shall be no charge for scans which do not produce a physical document.
- There may not be more than one cost per impression for color impressions, regardless of the number of colors (i.e. a higher charge for 4 colors than for 3 colors).

- Pricing must include setup, delivery of equipment, software, installation of equipment/accessories/software, network installation, removal of all waste material, initial training costs, and removal cost (of the equipment placed under any subsequent agreement).
 - Network installation shall include: configuration of the equipment for the proper network protocols; and installation of the appropriate print drivers.

3.12. Evaluation

Respondents will be evaluated solely for those categories/segments for which a proposal has been submitted. Awards will be made to the top scoring respondents for each segment. Total

Pricing will be evaluated to determine comparable status to similarly situated States (CA, NY, and TX).

3.12.1 Pricing

The State of Florida is one of the four (4) largest State Governments. Florida's position compares to that of California, New York and Texas. As such, the State fully expects Respondent's pricing submitted be equal to, or better than, similarly situated clients and/or large enterprise customers.

- **MFP and Printer Pricing Evaluation**

Pricing evaluation shall be made based on lowest State of Florida purchase price, lowest cost per copy/print, and lowest lease rates proposed; however, discount percentage proposed must be the same or better throughout the life of the contract. Lowest price for Base, accessories, and CPC/overages (and lease factors if applicable) shall receive the maximum number of points available per segment.

Lease factors may also be submitted for the addition of accessories after initial equipment installation via Attachment 2.9: CoTerm Lease Rates. CoTerm lease rate, if provided, will receive points. If CoTerm lease rates are not provided, no points will be given.

Each machine segment will be evaluated to determine the lowest purchase price, lowest cost per copy/print (maintenance overages included), and lowest lease rates proposed.

- **Sheet Fed Scanner Pricing Evaluation**

Pricing will be evaluated on the basis of lowest State of Florida purchase price for the purchase of the base machine configuration and percentage off accessories.

- **Facsimile Pricing Evaluation**

Pricing will be evaluated on the basis of lowest State of Florida purchase price for the base machine configuration and accessories.

If, in the process of the State's evaluation and due diligence, it is determined that the pricing proposed by the Respondent is not comparable (or better) to these similarly situated clients, the Respondent's submission may be rejected.

3.12.2. Technical

Technical evaluators will independently evaluate proposed equipment for technical responsiveness. Non-responsive proposals shall not be considered for award.

3.12.3 Service Level Agreement (SLA)

The SLA (Attachment 4) must be signed and submitted via the Sourcing Tool as part of the Vendor's RFP response. Failure to agree to the SLA will result in the respondent being deemed non-responsive.

3.12.4 Financial Status

The Department will evaluate the Respondent's financial status using the Respondent's Dun & Bradstreet (D&B) Supplier Qualifier Report (SQR).

3.12.5 Value-added Services

Value-added services are not a required component of the bid response. The State welcomes the proposal of services which will provide increased opportunities for cost savings and within the scope of this RFP.

3.13. Financial Status

The Department will assign evaluation points on the Respondent's financial viability to perform the services outlined in this RFP.

The Department requires submission of the Respondent's SQR prepared by D&B. The Supplier Qualifier Report is a standard report detailing financial and operational capability. It is highly recommended that prospective Respondents be familiar with their SQR rating prior to responding to this RFP.

The prospective Contractor shall request the SQR report from D&B at:

<https://sor.dnb.com/sor/jsp/forms/SOF.jsp?SORTAG1=JQ37hS4r&SORTAG2=j58Gjk4x>

- Enter the RFP number in the text field entitled "Enter your RFP Number" and select submit.
- Enter your company's Duns Number. If you don't know your company's Duns number, you may use the search feature to find it.
- Confirm Registration
- Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.

The SQR report shall be a part of the Respondent's submitted response. It is the duty of the Respondent to ensure the timely submission of a D&B SQR report via the Sourcing Tool that accurately reflects the proposing entities SQR score. If the Department cannot determine on the

face of the documents that the SQR report is that of the proposing entity, the Department may award zero (0) points.

Respondents are advised to allow sufficient time before the proposal due date for the D&B processing. Respondents should allow a minimum of 10 business days for D&B to process. If the Respondent does not receive a SQR from D&B prior to the opening date of the solicitation, as stated in the Event Timeline (Section 1.3), the Respondent shall be required to provide proof the SQR was requested by the Respondent after the posting date of the solicitation and submit said proof to the procurement manager upon request for clarification.

SQR Risk Score		Points Assigned
1	Lowest Risk Rating	8
2		7
3		6
4		5
5		4
6		3
7		2
8		1
9	Highest Risk Rating	0

If the Respondent does not provide a D&B SQR report, or if one cannot be generated by D&B, the submission will receive a score of zero (0) (Highest Risk Rating) for financial status. The Department may request financial information from Respondents that are unable to provide a D&B SQR report. These may include (but not be limited to): P/L Statements, Balance Statements, and other corporate financial reports.

3.14. Service Level Agreement

Awarded Vendors must maintain a Service Level Agreement (SLA) with the Department. The SLA includes penalties for failure to perform. Awarded Vendors must provide quarterly Service Level compliance reports to the State Term Contract Administrator.

3.15. Ranking and Selection Process

The Department shall evaluate and rank responsive proposals against all evaluation criteria set forth in the solicitation. The Department reserves the right to reject any and all replies, if the Department determines such action is in the best interest of the State.

Vendors whose responses have been determined to be responsive shall be evaluated and awarded points using the following criteria:

<u>Criteria</u>	<u>Maximum Points Available</u>
Responses to Vendor Questions	18 points
Value Added	5 points
Energy Star Certified	5 points
Related Software	4 points
References	5 points
<u>Financial Status</u>	<u>8 points</u>
Total	40 points

Points listed above may be awarded to each vendor and any points awarded shall be added to the total points below. The maximum points available for responding to each segment are as follows:

Category 1: Copier-based MFPs	Points per Segment
Pricing	145 points
Technical	Pass/Fail
Category 2: Printer-based MFPs	Points per Segment
Pricing	145 points
Technical	Pass/Fail
Category 3: Printers	Points per Segment
Pricing	145 points
Technical	Pass/Fail
Category 4: Workgroup and Network Sheet Fed Scanners	Points per Segment
Pricing	40 points
Technical	Pass/Fail
Category 5: Plain Paper Facsimile Machines	Points per Segment
Pricing	40 points
Technical	Pass/Fail

Maximum Points for Categories 1, 2, and 3 are:

Lowest Base Pricing	20 points
% off SRP- Accessories	20 points
24 months lease factor	20 points
36 months lease factor	20 points
48 months lease factor	20 points
Co-Term	5 points
Lowest cost per copy Black and White	20 points
Lowest cost per copy Color	20 points

Maximum Points for Categories 4 and 5 are:

Lowest Base Price	20 points
% off SRP- Accessories	20 points

Points awarded will be averaged by number of segments *within each category* for which a response was submitted. Vendors will be awarded by segments per category. *Categories will be evaluated independently of each other.*

Technical evaluation of all equipment proposed will be scored on a pass/fail basis. All equipment proposed must pass the technical requirements in order to be considered for award. Please see technical requirements listed in Section 6 of the RFP as well as responses to questions submitted to the Q&A board.

3.16. Quality

All products, equipment, merchandise, and miscellaneous material bid shall comply with applicable requirements and standards of the Occupational Safety and Health Act (OSHA) and applicable State of Florida codes.

Respondent shall warrant that all equipment, materials and workmanship furnished, whether by Contractor or its authorized dealers, complies with product specifications, drawings and other descriptions, supplied or adopted, and will be new, fit and suitable for the intended purpose, of good materials, design, workmanship, and free from defects or failure.

3.17. Technical Documentation

Technical documentation, including printed technical literature, may be requested from any Respondent, at any time, before or after contract award. Failure to supply this technical documentation when requested may result in rejection of your response or termination of contract.

3.18. Documentation Becomes the Property of the State

All documentation produced as part of this solicitation shall become the exclusive property of the State. Documentation may not be removed by the Respondent or its agents and will not be returned to the Respondent. Selection or rejection of a reply shall not affect this right.

3.19. Contact Information and Ordering Instructions

Ordering Instructions (Attachment 9) shall be submitted as part of the Vendor's RFP response. This form shall identify the designated employee responsible for administration of the resultant Contract, if awarded. Contact information for the direct supervisor of the designated employee shall also be required. The designated employee shall be responsible for answering questions about equipment, pricing, ordering procedures, as well as submitting product and pricing updates.

3.20. Sales, Service, Parts and Repair Facilities

The ability of the Contactor to meet the minimum service parts and repair requirements outlined herein is of paramount importance in obtaining the award of this contract.

Awarded vendors shall maintain sales and service dealer facilities throughout the entire State of Florida. Awarded vendors may also choose to sell products through an authorized dealer. Respondents are required to submit a complete list of authorized dealers and service locations, with their RFP response, as additional pages to the Contact and Ordering Instructions form. Failure to comply with this requirement may result in disqualification of the bid.

List of participating re-sellers and service facilities shall include the following information:

- Dealer Name
- Dealer Address
- City, State, Zip Code
- Office Phone/Fax
- Email Address
- Contact Person
- Contractor Tax ID Number
- Number of employees employed at location, broken down by sales, service and other
- Area of state location covers (counties)

The Department reserves the right to consider the availability of re-seller and service facilities in the award of this solicitation. Each service facility shall maintain a sufficient number of qualified technicians and a normal supply of parts to provide all required service, and ensure minimal equipment downtime. Failure to comply with this requirement will result in termination of contract.

Contractor's dealers/service representatives must be approved by the STC administrator prior to conducting business via the STC. Reseller/dealer information shall be submitted using the Authorized Dealer Form (Attachment 10) of the bid documents.

Minimum qualifications for dealers and service location inclusion are:

- Must be registered and listed as active with the [State of Florida's Department of State, Division of Corporations](#). If doing business using a fictitious name (d.b.a.), the fictitious name must also be registered with the Division of Corporations.
- Must be fully registered and active within the State of Florida's [MyFloridaMarketPlace Vendor Information Portal](#). To be considered fully active, all sections within the registration must be completed and the terms of use accepted.
 - Must not have outstanding fees due to the State of Florida within MyFloridaMarketPlace
- Must not be listed on the State of Florida's Department of Management Services, Division of State Purchasing [Convicted](#), [Suspended](#), or [Discriminatory](#) Vendor lists.

The State of Florida is not a party to the contractual relationship between the Contractor and their dealers/service representatives. Contractor is responsible for the performance of their designated authorized dealers/service representatives.

3.21. 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 two (2) 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).

3.22. State Objectives

Within thirty (30) calendar days following award of the Contract, 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.

3.22.1 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.

The State is dedicated to fostering the continued development and economic growth of small, minority, and women-owned businesses. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it is vital that small, minority, and women-owned business enterprises participate in the State's

procurement process as both Contractors and sub- contractors in this solicitation. Small, minority, and women-owned businesses are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority, and women-owned businesses.

Information on Certified Minority Business Enterprises (CMBE) is available from the Office of Supplier Diversity at: <http://dms.myflorida.com/osd>.

Quarterly Reports of revenue paid to W/MBE contractors (agents or subcontractors) as a result of any award shall be provided to DMS Purchasing by the Prime Contractor on an Agency by Agency or other Eligible User level (Section 5.4.).

3.22.2. Environmental Considerations.

Florida Governor Charlie Crist signed [Executive Order 07-126](#), titled “Establishing Climate Change Leadership by Example: Immediate Actions to Reduce Greenhouse Gas Emissions from Florida State Government”; [Executive Order 07-127](#), “Immediate Actions to Reduce Greenhouse Gas Emissions within Florida”; and [Executive Order 07-128](#), “Florida Governor’s Action Team on Energy and Climate Change.”

The State supports and encourages initiatives to protect and preserve our environment. The Prime Contractor shall submit as part of any response the Prime Contractor’s plan to support the procurement of products and materials with recycled content, and the intent of [Section 287.045, F.S.](#) The Prime Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Prime 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 Prime Contractor’s explanation of its company’s hazardous waste plan and shall explain in detail its handling and disposal of this waste.

Prime Contractor shall utilize equipment that is Energy Star or EPEAT Bronze (or higher) compliant wherever possible. Prime Contractor shall list all equipment that meets these criteria.

Describe what efforts your company (as Contractor) will take to encourage the participation and support of these and other environmental programs.

3.22.3. Certification of Drug-Free Workplace Program.

The State supports and encourages initiatives to keep the workplaces of Florida’s Suppliers and Prime Contractors drug free. [Section 287.087 of the Florida Statutes](#) provides that, where identical tie responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free

workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the “Certification of Drug-Free Workplace” as provided in Sourcing Tool for this solicitation. The Prime Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation. Certification shall be submitted (in the Sourcing Tool) using Attachment 12.

3.22.4. 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, F.S.](#), 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 Respondent shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.22.5. 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.pridefl.com>.

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

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SECTION 4

STATE OF FLORIDA PUR 1000 GENERAL CONTRACT CONDITIONS

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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 reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

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

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that

Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

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

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

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

4.18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of

investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

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

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

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

4.20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and

Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

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

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

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

4.24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is

due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

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

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

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

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

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

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

4.40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section

946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

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

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

4.43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

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SECTION 5
SPECIAL CONTRACT CONDITIONS

NOTE: SPECIAL CONTRACT CONDITIONS CONTAINED IN SECTION 5.0 WILL SUPERSEDE AND SUPPLEMENT GENERAL CONTRACT CONDITIONS (PUR 1000) CONTAINED IN SECTION 4.0.

5.1. Definitions

The definitions found in [Rule 60A-1.001, F.A.C.](#) and other sections of this solicitation shall apply to any contract resulting from this solicitation. The following additional terms are also defined:

- (a). “Acceptance Date” means the date on which Lessee accepts installation of Equipment on a particular Equipment Schedule upon satisfactory completion of such acceptance tests as have been agreed to by Lessor and Lessee, which acceptance is evidenced by the execution and delivery by Lessee of a Certificate of Acceptance.
- (b). “Authorized Dealer” (“dealer”) means an agent/reseller/dealer/subcontractor authorized by the Manufacturer or Private Label Distributor, in writing, to provide equipment and/or services, to State Term Contract customers, under the direct supervision of the Manufacturer or Private Label Distributor.
- (c). “Business Day” shall mean a calendar day, excluding Saturdays, Sundays and all days in which banking institutions in the State of Florida are closed.
- (d). “CMBE” means a Certified Minority Business Enterprise as certified by the State of Florida Office of Supplier Diversity.
- (e). “First Time Fix” is the measurement of a successful service and technical support call. It is defined by the dealer’s or manufacturer’s ability to remedy the underlying issue on the first service call. This measurement shall be that no other service calls are placed for the same issue within a 90 day period of time.
- (f). “Lessee” is any State of Florida Agency or Other Eligible User as defined in Section 3, which has executed a purchase against the State Term Contract to which these terms and conditions are a part.
- (g). “Lessor” is an awarded Contractor of the State Term Contract to which these terms and conditions apply.
- (h). “Line Item Catalog” means the spreadsheet located within the ARAVO Content Management Tool used when a punch-out site (see below) is not available or feasible.
- (i). “MFMP” means MyFloridaMarketPlace, the State’s e-Procurement system.
- (j). “MFMP Service Provider” means the third party company operating the State’s e-Procurement system, MyFloridaMarketPlace.
- (k). “Ordering Instructions” means the detailed information listed in the ARAVO Content Management Tool and on the State Term Contract website when a Line Item Catalog is being used to place orders.

- (l). “Pricing Spreadsheet” shall set forth the quantity, model number, description, serial number and the price paid by Lessee of each leased item included therein. In addition, the spreadsheet shall state the lease term applicable to all Equipment included on the contract. Each pricing spreadsheet shall be deemed to incorporate the terms and conditions of this state term contract lease provisions.
- (m). “Prime Contractor” means the vendor awarded the contract. Throughout this document, the Prime Contractor may also be referred to as the Vendor and Contractor .
- (n). “Punch-out site” means the Contractor owned and maintained web-based electronic ordering system interfaced with the MFMP web-based electronic ordering system.
- (o). “Response Time” means the arrival of a trained service person at the customer’s site.
- (p). “Service Call” is an on-site technician visit due to machine error or breakdown requiring the on-site services of an authorized service technician to remedy the error.
- (q). “Service Response Time” is the time required to solve a service call beginning from the time the call is logged with the Successful Vendor until either an Authorized Service Technician arrives on site or the issue is resolved through the Successful Vendor’s phone support.
- (r). “State of Florida Contract Administrator” (“Contract Administrator”) means the contact person(s) listed on the State of Florida’s State Term Contract web page.

5.2. Notice to Contractor

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, F.S.](#), and [Chapter 60A, F.A.C.](#), govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran’s status. Violation of such laws shall be grounds for Contract termination.

Florida Information Technology Resource Security Policies and Standards- as defined in [Rule 60DD-2, F.A.C](#) and proposed Rule 71A-1 shall apply to this solicitation where necessary.

5.3. Contract Management

Contractor(s) agrees to the following contract management requirements:

- (a). Contractor shall designate one of its employees as Contract Manager to act on its behalf with regard to management of this contract. Contractor shall provide designee’s resume and a brief description of the employee’s qualifications. The Contractor may not change its Contract Manager without providing the Department a replacement and shall submit written notification no less than ten (10) days prior to change to the State of Florida contract administrator. This individual will support multiple Customers and shall respond to calls and/or emails within twenty-four (24) hours. Customer support contact information shall be provided on the Vendor Information Form. Contractor shall also provide contact information for the designated employee’s supervisor.

- (b). Contractor shall provide toll-free customer service phone support from 8:00 AM to 5:00 PM (for the corresponding service time zone) Monday through Friday, except for State holidays. TDD (Telecommunication Device for the Deaf) or other suitable support access must be made available during the above customer service operating hours.
- (c). As part of contract management, the Contractor agrees to conduct Business Review Meetings, which may be held at a date, time and location to be mutually agreed upon, with the Department. These meetings are to be held one (1) to two (2) times per calendar year, not more than six months apart, unless additional meetings are necessary due to Vendor performance and/or compliance issues. The Department encourages Contractors to identify opportunities to generate lower costs. A continuous improvement effort, consisting of various ideas to enhance business efficiencies, may be discussed at the Business Review meetings or as identified. The agenda for the Business Review meetings will include:
- Contractor performance review
 - Contract improvement
 - Productivity improvement
 - Increasing contract usage among the Eligible Users
 - List and description of all service calls and timeframe for resolution
- (d). Contractor shall maintain at no additional cost to the State, and in a reasonably accessible location all records pertaining to its products and services provided to the Department under this Agreement for a period of five (5) years after expiration of contract. Product information shall consist of the following minimum activities:
- Contractor shall maintain all MFMP registration information up-to-date and current.
 - Contractor shall establish, maintain (through the ARAVO Content Management Tool), and update, as product offerings are updated, a list of specific products and services to be included in a line-item catalog available through the MFMP web-based procurement system.
 - Contractor shall maintain current data on machines Contractor has in place with State of Florida agencies and OEUs. The data provided shall be as outlined in the Equipment Summary Report. This report shall include the customer name, machine model numbers; volume of machines sold or leased, and total dollar value.

5.4. Contract Reporting Requirements

Required reports for this contract are:

- Monthly fee reporting (and fee payment) via MyFloridaMarketPlace
- Quarterly reports detailing contract usage submitted to the contract administrator via email as detailed below.
- Other reports (as specified in Section 3) upon contract administrator's request

5.4.1. Monthly Fee Reporting

Monthly fee reporting is required within the MyFloridaMarketPlace system and, shall include the total of all sales made to State of Florida agencies and OEUs referencing the contract number. Fee payments are due by the 15th of the month in which the Consolidated Billing Invoice (CBI) is generated (per Section 4.14.).

5.4.2. Quarterly Fee Reporting

The Contractor shall be responsible to submit contract spend reports to the Contract Manager using the (State Term Contract) STC Reporting Form provided by the contract administrator. The following data must be reported to the Department on a quarterly basis (January, April, July, and October) for the length of the contract. Report shall include:

- Contractor's Name
- Contractor's Contract Administrator contact information
- Contractor's contact information for the individual who compiled the report
- Reporting Period (State of Florida utilizes standard fiscal quarters; Q1 (July – Sept), Q2 (Oct – Dec), Q3 (Jan – Mar), Q4 (Apr - Jun)
- Total dollar value of purchases and leases per quarter separated by State Agency and Eligible User totals, and separated by purchase order and p-card order total dollar values.
- Total quarter dollar volumes purchase order, p-card order and cumulative total.
- Total spend with certified and non-certified woman/minority/service-disabled veteran owned business enterprises (“WMVBE“) directly related to transactions under this contract. Reports shall include the :
 - period covered,
 - vendor name,
 - State of Florida minority vendor code,
 - Federal Employer Identification Number (FEIN) of each WMVBE utilized during the reporting period,
 - commodities and services provided by the WMVBE,
 - amount paid to each minority agent/dealer on behalf of each purchasing agency or Eligible User ordering under the terms of this contract

A sample report form shall be made available on the State Term Contract web site, and will be made available on the State of Florida State Term Contract web page.

Failure to provide quarterly reports within thirty (30) calendar days following the end of each quarter (October, January, April, and July) may result in the Contractor being found in default and cancellation of the contract by the Department.

Submission of the quarterly sales reports are the responsibility of the Contractor without prompting or notification by the Department. The Contractor shall submit the completed quarterly reports by email to the administrator of the resulting contract.

5.5. Method of Payment/Purchasing Card Program (P-Card)

The method of payment for this Contract is a Customer purchase order, check or government credit card.

The State of Florida has implemented a purchasing card (“P-Card”) program, which at the time of this contract solicitation, uses the Visa platform. Vendors may receive payment from State agencies by the State’s Purchasing Card in the same manner as any other credit card purchases. P-Card acceptance for purchases and leases is a mandatory requirement for this solicitation, but is not the exclusive method of payment.

If the State changes its P-Card platform during the term of Contract resulting from this RFP, the Contractor shall make any necessary changes to accommodate the State’s new P-Card platform within 30 days of notification of such change.

5.6. Product Availability and Restrictions

Equipment available to customers shall be new equipment only. It is anticipated that as equipment offered within the solicitation response is no longer produced and is considered to be end-of-life, the Contractor will provide replacements for said equipment at the discount level corresponding to the replacement’s category level.

5.7. Delivery and Installation Requirements

Unit prices shall include delivery to the ordering Customer, F.O.B. destination, freight prepaid, delivery, uncrating, assembly, installation, making ready for use, removal of debris and instruction of Customer personnel. No other fees or charges will be paid by the Customer. Product shall be delivered within thirty (30) days after receipt of order. Contractor shall notify the Customer at least forty-eight (48) hours in advance of delivery so that necessary arrangements can be made. Contractor shall be responsible for any damages to building or individuals as a result of delivery and installation. If equipment ordered cannot be delivered within the 30 days, the customer must be given and order status updated, either verbally or via email, on a weekly basis.

5.8. Instructions and Maintenance Manual

At the time of the delivery, the Contractor or Reseller shall be required to furnish the Customer at least one (1) instruction manual and one (1) maintenance manual for each system ordered. Bulletins, revisions, and corrections shall be provided for each system purchased, as they are issued by the manufacturer. Each instruction and maintenance manual shall contain definitions of terms, definition of equipment, equipment capabilities, technical descriptions of equipment operations, description of malfunction identifications, trouble shooting procedures and detailed schematic and use instructions.

5.9. Warranty

Contractor shall fully warrant all items furnished from this solicitation against defects in materials and workmanship for a minimum period of ninety (90) days from date the equipment is accepted by the Customer. Acceptance is defined as when the product is installed, in good working order, made operational in accordance with standard specifications, and on-site training is completed. A signed and dated certificate of acceptance may be provided to the vendor by the customer. The 90 day warranty shall be on-site, parts and labor, next business day support and included in the product purchase price. The warranty shall cover material, labor and transportation charges, if any. Warranty for software includes any upgrades thereto during the warranty period. Warranties of less than ninety (90) days will not be accepted or considered and may render a Respondent non-responsive.

All products must operate in accordance with the manufacturer's standard specifications and documentation. Should any defects in workmanship or materials, appear during the warranty period, the Contractor shall repair or replace such items immediately upon receipt of notice from the Customer at no additional expense.

5.10. Equipment Reliability / Non-Performance

Awarded contractor is required to provide satisfactory service levels at all times. Degraded performance and/or excessive equipment down time shall not be acceptable. Excessive equipment down time is defined as two (2) or more service calls over a one (1) month period for non-routine equipment wear and tear related issues or repeated repairs to the same piece of equipment. Should a piece of equipment (a) continue to malfunction during the warranty period after repeated service calls, (b) require excessive amount of remedial maintenance, or (c) in the opinion of the Customer is not providing satisfactory performance after five (5) service calls, the Contractor, after receiving notice in writing by the Customer that such a situation exists, agrees to remove and/or replace the defective unit (Customer's choice) within five (5) business days of such notice at no cost to the Customer. If the Customer requests removal of leased equipment, contractor will cancel the lease effective immediately with no additional payments due from Customer. Replaced units shall be new and as per the original specifications or better if original unit is no longer available.

Failure to comply with above requirements may result in the contract supplier being found in default and unilateral cancellation of the contract by the State.

5.11. Factory Service Requirements

The Respondent agrees to maintain at least one factory-authorized service station and/or servicing dealer within the State of Florida to perform warranty repairs and adjustments throughout the Contract Term. Respondent must update the ordering instructions form throughout the Contract Term as needed. The Contractor shall promptly notify the Department of any changes thereto, however the Parties expressly agree that changes to the Service Representative List are not Contract Amendments and do not require a formal written agreement. This arrangement shall not relieve the Contractor of its duty to maintain at least one (1) authorized service location within the State of Florida.

The Contractor may offer the State Agencies and Eligible Users "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall provide pricing for this additional service as a separate item on the pricing spreadsheets.

5.12. Security and Confidentiality

Contractors, providers, and partners employed by agencies or acting on behalf of agencies shall comply with the rule, guidelines, agency security policies, and employ adequate security measures to protect agency information, applications, data, resources, and services.

Contractors/Vendors are required to notify the customer/agency within 24 hours of a suspected or confirmed data breach.

5.13. Purchase and Lease Provisions

Customers will be authorized to purchase or lease equipment by issuance of a purchase order referencing the contract number. The manufacturer's lease or service agreement form will not be used since the contract resulting from this RFP and the purchase order will constitute the complete agreement.

Note: Should the Contractor present and customer sign, a contract and/or service agreement, that document shall be void and non-binding.

All State Agencies are required to receive pre-approval from the Department of Financial Services PRIOR TO entering into a lease in excess of the annual Category Two threshold (currently \$25,000). No lease shall exceed 5 years. All State agencies are urged to review the Chief Financial Officer's latest memorandum addressing leases and deferred-payment purchases of equipment when considering the leasing or purchasing of equipment.

5.13.1. Leases

Lease prices shall remain firm throughout the lease period selected by the Lessee. Lease agreements shall be effective on the first day following the executed Certificate of Acceptance. No interim rent or interim term may be charged under any circumstances. The date of acceptance is that date listed on the Certificate of Acceptance Form after equipment has been installed, tested and Customer trained. Leases shall only be executed under this Contract if the Contractor is the Lessor. No third party lease agreements are acceptable. Maintenance/Service and Supplies plan must be must be obtained for the duration of the original lease term.

Available Lease Periods:

2-Year Lease: A consecutive twenty-four (24) month equipment plan (not a lease purchase plan) which shall expire at the end of twenty-four (24) month period. No termination notice shall be required by either party at end of lease.

3-Year Lease: A consecutive thirty-six (36) month equipment plan (not a lease purchase plan) which shall expire at the end of the thirty-six (36) month period. No termination notice shall be required by either party at end of lease.

4-Year Lease: A consecutive forty-eight (48) month equipment plan (not a lease purchase plan) which shall expire at the end of the forty-eight (48) month period. No termination notice shall be required by either party at end of lease.

Maintenance shall include full service including preventive maintenance, all service calls, travel, loaner equipment and no charge replacement of all defective or worn parts and machines. [Reminder: cost for maintenance agreement shall be included in the monthly lease price, but shown separately for informational purposes as maintenance agreement pricing is used when calculating a lease total cost analysis.]

5.13.2. Expiration of Lease

Lease agreements shall expire upon completion of the specified lease period and *shall not be automatically renewed* for a new lease period. The customer, within 30 days of lease

expiration, shall make arrangements with the lessor to either have the equipment picked up upon lease end or notify lessor of intent to renew. A Customer's failure to notify the lessor of the intent to terminate does not constitute intent to renew.

All leased equipment not renewed shall be removed from customer's location within ten (10) days after expiration of lease at contractor's expense. Leases may be renewed under a maintenance plan if the five (5) year combined lease term has not been reached. All equipment removal shall be coordinated with customer.

5.13.3. Renewal of Lease

Lease renewals are permitted under this contract for the same equipment used during the original lease term. The combined time frame of the original lease term and the lease renewal shall not exceed 5 years. Pricing for lease renewals shall be the option selected pricing provided in the Maintenance Service and Supplies spreadsheet for the appropriate leased machine segment.

5.13.4. State of Florida Consolidated Equipment Financing Program (CEFP)/Purchases

Unless specifically exempted by the Department of Financial Services, all state agencies' deferred-payment purchases shall be acquired through the consolidated equipment financing program. For further details, go to http://www.myfloridacfo.com/aadir/statewide_financial_reporting/index.htm.

*Note: this financing is also available to state universities and state community colleges.

5.13.5. Lease Approval Checklist

Prior to entering into a lease in excess of the annual Category Two threshold (currently \$25,000), State Agencies must submit a completed "Checklist for Requesting Department of Financial Services Approval to Lease Equipment (ref. [Section 287.063, F.S.](#))" to the Department of Financial Services for preapproval. This form is located at: http://www.myfloridacfo.com/aadir/statewide_financial_reporting/index.htm.

5.13.6. Lease Cancellation for Convenience

Lease agreements may be canceled at any time during the lease agreement period by the lessee. A thirty (30) day cancellation notice, in writing, will be required of the lessee. All money due the lessor (excluding maintenance and supplies costs) for the remainder of the lease agreement period will be due and payable upon completion of the equipment removal, *except in documented cases of non-performance by the contractor or non-appropriations*. Upon cancellation without cause of a lease agreement by the lessee, the equipment will be returned to the lessor with transportation at the lessee's expense (including removal charges, if applicable).

5.13.7 Lease Cancellation Due To Non-Performance

The initial lease agreement may be cancelled at any time during the lease period for contractor or equipment non-performance (as outlined in section 5, Special Conditions, and section 6, Technical Specifications). If the lessee requests removal of leased equipment, lessor will cancel the lease effective immediately with no additional payments

due from customer. Equipment will be removed from lessee site within ten (10) days of such written notice at no cost to the lessee.

5.14. Standard Support Levels

Contractors shall provide the following standard levels of support under the Contract:

- Inside delivery and Dealer set-up and installation at no cost to the customer;
- Minimum 90-day warranty for parts coverage and support;
- Maximum two (2) business days repair time, or replace with comparable equipment (replace with new equipment during the warranty period) (see Service Level Agreement);
- Toll-free telephone support and information;
- (Minimum: Business days 8:00 a.m. to 5:00 p.m., within corresponding time zone);
- Service response time minimum of 24 hours after receipt of problem call;
- Access to all software or firmware updates installed or bundled with the product for the term of the full warranty;
- 30-day money back guarantee, return to vendor, with no restocking fee or comparable charge;
- Standard End-User Training;

5.15. Optional Support Levels

Optional Support that may be offered includes, but is not limited to:

- Warranty upgrades may be purchased at time of purchase or any time afterwards during the product life cycle;
- Warranty service response upgrades; e.g., on site, 4 hour response, or next business day;
- Extended End-User Training

Optional support levels resulting in increased cost to Customers shall be clearly and separately identified on the Contractor's authorized product and price list submitted on the pricing spreadsheets. Integrated components shall carry the same support level and warranty provisions as the system. By way of non-exclusive example, paper feed units, data security kits, finishers, network/fax boards, hard drives, and large capacity trays. Customers shall not be required to purchase maintenance from Contractor and may enter into separate agreements for maintenance and support with entities other than Contractor.

5.16. Service and Response

Awarded contractor shall respond to all service calls within twenty-four (24) hours after notification. Standard business hours are defined as Monday through Friday, 8:00 AM – 5:00 PM, excluding Saturdays, Sundays and nationally and state observed holidays. For the purposes of the contract resulting from this bid, response time shall mean the arrival of a trained service person at the user's site. A telephone call, unless it results in solving the problem, shall not be deemed an acceptable service response. Repeated failure to provide service to all specified areas within the contracted time will result in the removal of the contractor from the contract.

An equivalent loaner piece of equipment with similar specifications must be provided, at no additional charge if the equipment cannot be repaired within two (2) work days of request for service. The invoice for lease or maintenance will be reduced by one-thirtieth (1/30) of the

monthly base charge for each day that the equipment is inoperable and there is no loaner available beginning after the expiration of the (2) work days.

Contractor shall utilize only genuine or factory authorized replacement parts for repair of equipment. Under no circumstances will the Customer deliver or mail equipment to the contractor for repair. In responding to the solicitation, the Respondent certifies replacement parts will be available for five (5) years and each of the designated dealers is aware of and agrees to conform to all terms and conditions of this solicitation and resulting contract. Repair parts must be stocked at all service locations. Downtime in excess of four (4) work days may be cause for default.

Customers shall have the option to upgrade service response times for the entire lease term or on a per call basis at a published rate provided with solicitation response.

Vendors may offer Service exchange (equipment replaced with new machine of equal or better performance) in lieu of on-site service at the customer's preference.

In the event a designated dealer is non-responsive under a resulting contract, State Purchasing reserves the right to remove such designated dealer. If this occurs, the contract supplier shall designate an authorized replacement dealer within thirty (30) days of written notification by State Purchasing. Such action shall in no way relieve the contract supplier from liability and the obligation to fulfill the terms and conditions of the contract. Failure to comply shall be considered a default of the contract.

5.17. Maintenance Plans

Maintenance Plans shall be available for current contract equipment and for pre-contract (legacy) purchased equipment. In addition to the requirements listed within the Standard Support Levels (Section 5.13) maintenance plans for each submitted unit shall include, at a minimum, the following:

- Imprint supplies (toner/non-toner);
- Replaceable parts subject to wear over time (drums, fusers, etc. as applicable);
- Staples (if used by machine and stapling accessory is installed);
- Preventative maintenance service calls as recommended by the manufacturer;

5.17.2. Maintenance and Service of Leased Equipment

Contractor certifies acceptance of the following guarantees on leased units:

- All broken or defective parts not caused by neglect, misuse, or abuse and all necessary machine adjustments occasioned by such defective or broken parts will be covered by the Contractor during the term of the lease.
- The Contractor agrees to promptly repair or replace on a one for one basis without additional cost to the ordering entity.
- Contractor will be responsible for pick up and/or delivery of units that require service. If the required service cannot be completed within two (2) business days, the Contractor will provide an equivalent loaner piece of equipment to entity, at no additional charge.

- While equipment is under a lease agreement, all rate changes and software updates shall be included.

5.18. Relocation and Moving of Leased Equipment

Customer shall notify Contractor any time leased equipment is relocated to another physical street address. Relocation of leased equipment within the same building shall be performed by the Contractor at no charge. Relocation within the same complex shall be done at no charge unless equipment must be trucked to another building and then the submitted relocation charge is allowed and payable under this contract if a truck is necessary. For more complex relocation needs, Contractors shall submit prices estimates to the customer prior to any movement of the equipment.

5.19. Contractor's State Contract Webpage

The Contract resulting from this solicitation will become a public document. DMS maintains a website used to display State Term Contracts and product information to eligible users and other interested entities.

The Awardee(s) shall, within thirty (30) days after the date of award listed on the Certification of Contract document, develop and maintain their own State of Florida web page to post approved and required Contract information, which shall include pricing, percentage discounts, terms, catalogs, ordering instructions, descriptive information, list of products that meet the State of Florida's approved green product labels / standards, and product pictures. The State Contract web page must maintain compatibility with the browser software being used by DMS, currently Internet Explorer 7.0. Contractor is responsible for any and all costs associated with providing this information to the State.

The web site must have the following required items:

- Accurate Contract pricing and equipment;
- Detailed item descriptions, model numbers, standard inclusions, optional accessories;
- Information to access product literature of awarded items, including photos of awarded products;
- Additional links to access technical product literature of awarded items;
- Authorized servicing dealers with current contact information;
- Maintenance options
- Contract authorized value-added services
- List of products that meet the State of Florida's approved green product labels / standards;
- The Universal Resource Locator (URL) for the Vendor's State Contract web page must be supplied to the Contract Administrator within 30 days of Contract award.

Continued disruption of service or inadequate access may be grounds for termination and removal from the Contract, subject to Section 4.23.

Contractors should note that the US Federal Trade Commission's Guides to the Use of Environmental Marketing Claims (Green Guides) regulate how companies label and advertise using environmental claims / terms (available at <http://www.ftc.gov/bcp/grnrule/guides980427.htm>) 16 C.F.R. Part 260 for details. It is the Prime Contractor's responsibility to accurately identify their products that meet the State of Florida's

approved green product labels / standards (e.g., Energy Star, Green Seal) in their electronic catalog, punch-out site and on State Contract web page. For Florida approved green product labels / standards please see the [State of Florida's Climate Friendly Preferred Products List](#) (excel spreadsheet link). Failure to accurately represent green products may be cause for termination upon notice by the Department.

5.20. Contract Revisions

Though Contractors are responsible for maintaining their own contract information through their State Contract Web Page, any product updates to the originally approved equipment must be approved by the contract Administrator prior to being offered to Contract Customers. Product detail, options, and pricing must be submitted on the appropriate segment price sheet with any request to products. Changes to ordering instructions and servicing/dealers list must be submitted to the contract administrator prior to implementation. Upon review of the Contractor's state contract web page, should unauthorized information be discovered within the site, the contract link may be immediately suspended until the information is appropriately revised or the contract canceled due to non-compliance.

5.21. Electronic Invoicing / Billing

Equipment purchased on this State Term Contract shall be **DIRECT BILLED BY THE CONTRACTOR OR AUTHORIZED DEALER**. The Contractor must provide in-house financing. Third party billing providers/finance companies shall not be authorized for use.

Contractors must offer at a Customer's request, various payment terms. The terms for the reconciliation may be monthly, bi-monthly or quarterly. Billing terms must be clearly specified on the Customer's purchase order.

State Agencies shall be electronically billed through the MyFloridaMarketPlace (MFMP) system wherever able (see MFMP Invoicing Requirements). All other Eligible Users should be electronically direct billed whenever possible.

At a minimum, each leasing invoice shall provide the following information:

- Customer name;
- Service order/P.O. numbers for equipment being billed;
- Serial numbers equipment billed
- Account numbers
- Bill date
- Billing term
- Bill remittance address
- Begin and End counts used for billing
- In cases of fleet aggregate billing, invoice shall include total count reported by customer
- Overage counts (if any)
- CPC overage charge
- Adjustments (detailed information on all adjustments within the bill must be provided)
- Sub-total of current charges
- Net amount due

At a minimum, invoices for equipment purchases and maintenance plans shall provide the following information:

- Customer name
- Service order/P.O. numbers for equipment being billed
- Serial numbers of equipment billed
- Account numbers
- Bill date
- Install date (purchase)/billing term (maintenance plan)
- Remittance address
- Net amount due

All invoices shall have a due date of no less than 30 days from the invoice creation date and, must be received by the customer within 7 days of the invoice creation date.

For electronic invoicing, before orders may be completed and invoicing from contractors or sub-contractors may begin, a test must be successfully conducted using the billing data transmitted from the contractor or sub-contractor to create an end-user invoice.

Over the life of the contract, changes to billing formats or data elements required by the State may occur. Contractors and sub-contractors will be required to adhere to these changes for all billing purposes.

5.22. Payments

Payment for equipment will be processed upon the satisfactory completion of delivery, installation, training, acceptance, and correct invoicing. Per Section 4.15 (PUR 1000), 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.

5.23. Taxes and Other Fees

Relocation charges shall be listed as a flat rate per machine.

Contractor and, all servicing dealers shall not charge any additional fees, including but not limited to, property taxes, delivery charges, pick-up charges, fuel surcharges, etc.

5.24. Requests for Quotes

Although not required for the State Term Contract resulting from this RFP, CUSTOMERS MAY COMPETITIVELY SET THE PRICE FOR ANY PURCHASE BY INITIATING A REQUEST FOR QUOTES (“RFQ”) among the awardees within a Category. An RFQ is an oral or written request for written pricing or service information from a Contractor, for products available under the Contract from the Contractor. When the RFQ process is used, Customers should create and maintain written records of oral and written requests, and written quotes received. Where the RFQ process is used, quotes should be in writing but otherwise informal, and need not be received or posted publicly or at a particular time or place.

The RFQ process is not mandatory under this Contract but may be used solely at the Customer’s discretion. Customers are encouraged to seek, and awarded vendors to provide, greater discounts for volume orders.

5.25. Leased Equipment Risk of Loss/Equipment Insurance

The (Lessee) shall be relieved from property risks including: loss or damage to all Leased Item(s) during the periods of transportation, installation, and the Lease Term except when loss or damage is due to the negligent acts of the Lessee.

It is the responsibility of the Contractor to insure all leased equipment.

- In cases of loss during the original lease term, the Lessee shall provide the Contractor with a copy of the filed police report, via certified mail, within 5 business days of receiving the police report.
- In cases of damage during the original lease term, the Lessee shall provide the Contractor with pictures of the damage and a certified letter detailing the damage to the equipment dated within 5 business days of the damage occurring or being discovered. The Contractor shall remove the damaged equipment from the Lessee's location within 10 business days of receiving the certified letter.
- In cases of damage due to negligent acts by the Lessee during the original lease term, the Lessee shall provide the Contractor with pictures of the damage a certified letter detailing the damage to the equipment dated within 5 business days of the damage occurring or being discovered, and shall pay the balance due on the lease, less service and supplies, to the Contractor within 30 days of receiving an accurate invoice for the balance. The Contractor shall remove the damaged equipment from the Lessee's location within 10 business days of receiving the certified letter.

5.26. Price Discount Levels

At no time during the contract period may the discount be reduced. The discount percentages shall not be decreased (e.g. 65% -> 60%) during the term of this contract; however, discounts from SRP may be increased (e.g. 60% to 65%) during the term of the contract by the Awarded Vendors. The Contract Administrator must be notified of any such increase in discount and updated price sheets submitted for posting. Vendors are encouraged to offer additional discounts for promotional offers and/or large/fleet orders. Promotional offers must be submitted to the contract administrator for approval prior to being offered to customers. Approved promotional offers shall be posted on the STC web site.

After a twelve (12) month period, justifiable requests for a price decreases may be requested by DMS. Minimum price decreases shall be based upon the Producer Price Index (PPI) (for that specific industry) as published by the U.S. Bureau of Labor Statistics

The last published non-preliminary Producer Price Index for the month prior to award/anniversary date of the contract will be the baseline for the beginning (old) PPI Index. The most recent published Producer Price Index prior to the contract year to be priced will establish the reference data for the new PPI Index.

The last published non-preliminary Producer Price Index for the month prior to award/anniversary date of the contract will be the reference date for the beginning (old) PPI Index. The most recent published Producer Price Index prior to the contract year to be priced will establish the reference data for the New PPI Index.

As an example: the price de-escalation formula would be tied to the change in the commodity for Office Machinery Manufacturing, PPI Series ID PCU333313333313. The formula is calculated

by dividing the New PPI Index by the Old PPI Index to identify the Price De-escalation Rate. The Old Discount is divided by the Price Escalation Rate to determine the New Discount. This formula may be applied after Year 1 of the contract and on each subsequent anniversary of the contract effective date.

Details on how this PPI has historically performed can be found at the Bureau of Labor Statistics web site and following the below steps:

- Go to BLS website: <http://www.bls.gov/ppi/>
- Click on the PPI Databases link
- Select Industry Data (One Screen)
- Box 1: Type “333313” in the “Select an Industry” box for the Office Machinery Mfg. category and hit the adjacent “Find” button.
- Box 2: Select “333313333313” for Office Machinery Mfg in the “Select One or More Products” box and hit the adjacent “Find” button
- Box 3: Click the “Add to Your Selection” button and then the “Get Data” button.
- A table similar to the one shown below will be created.

Series Id: PCU333313333313													
Industry: Office machinery manufacturing													
Product: Office machinery manufacturing													
Base Date: 198506													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2000	120.5	120.5	120.5	120.6	120.6	120.4	120.7	120.7	120.7	120.7	120.7	120.1	120.6
2001	121.9	122.3	122.3	122.3	122.3	122.3	122.3	122.3	122.3	122.4	122.4	122.4	122.3
2002	122.5	122.5	122.5	122.5	123.3	123.3	123.3	123.3	123.3	123.2	123.2	123.1	123.0
2003	123.1	123.1	123.1	123.7	123.7	123.7	123.7	123.7	123.7	123.7	123.7	123.7	123.6
2004	123.7	123.6	123.8	125.5	125.6	125.6	125.6	125.6	125.6	125.6	125.4	125.4	125.1
2005	129.3	129.7	129.7	129.7	129.7	129.7	129.7	129.7	129.5	129.2	129.4	129.4	129.5
2006	129.4	129.4	127.8	127.7	127.7	127.7	127.8	127.8	127.8	127.7	125.2	125.1	127.6
2007	125.2	125.5	125.5	125.6	125.7	125.9	126.0	126.0	126.0	126.1	126.4	126.4	125.9
2008	126.8	126.9	127.2	127.6	128.5	128.5	129.1	129.6	129.6	130.1	130.1	130.1	128.7
2009	130.4	130.4	130.5	129.8	129.8	130.6	131.0	131.2	131.2	131.4	131.7 (P)	131.5 (P)	130.9 (P)
2010	132.2 (P)	132.0 (P)											

P: Preliminary. All indexes are subject to revision four months after original publication.

Calculation Example:

In this example, Feb 2006 is the first year anniversary of the contract. Therefore,

Old PPI: Jan 2006 PPI for Computer Printers = 129.4

New PPI: Jan 2007 PPI for Computer Printers = 125.5

Price De-escalation Formula:

New PPI / Old PPI = Price De-escalation Rate (rounded to four decimal points)

“Old Price Discount %” ÷ “Price De-escalation Rate” = New Price Discount % (rounded to two decimal points)

Calculation:

125.5 ÷ 129.4 = .9699 which equates to a Price De-escalation Rate of 96.99%

50% ÷ 96.99% = 51% (New Price Discount Percent)

Any decreases negotiated during the term of the contract shall become effective no later than thirty (30) days after approval of the request.

5.27. Benchmark Report / Competitive Price Assurance

Upon request, to ensure the State continues to receive competitive market pricing, Contractor(s) shall report to the Department the following benchmark data:

- The benchmark data will compare the State's rates against rates contractually provided to other states and enterprises by the contractor, with attention given to a similar mix of products and services associated with other such contracts.
- The benchmark will emphasize those rates negotiated within the most recent twelve (12) months.
- The benchmark will be made for those services that represent the State's most significant purchase volumes.
- The benchmark will compare the State's rates against the best rates found in the industry (i.e., the top 10%) within the United States.
- Should it be found that the State's pricing is higher than the market benchmark, the Contractor shall unilaterally reduce the State's pricing, charges and/or discounts, as appropriate, to make the State's rates comparable to the benchmarked best rates. Any adjustments shall be made available to the Customers within thirty (30) days of notification of findings.

5.28. Additional Hardware and Services

Contractors may offer and the State may purchase equipment, systems or services as detailed on the Pricing Spreadsheets. When additional equipment, systems or services are proposed, a State Term Contract Product Change Form must be submitted to the Department for approval.

THE STATE OF FLORIDA CONTRACT ADMINISTRATOR MUST APPROVE ANY REPLACEMENT OR ADDITION OF EQUIPMENT, ACCESSORIES, SOFTWARE, OR SERVICES PRIOR TO ADDITION TO THE CONTRACT.

Percentage discounts for equipment, accessories and software must be consistent for each machine proposed. For example, if a 50% discount (off SRP) is proposed within a category, then the same percentage should apply to all types and models of equipment (including replacement models and services) available within that category (or minimally within that sub-category).

The ability to add equipment and services at a pre-determined (discounted) price is for the convenience and benefit of the Customer. The intent of this option is to promote "one-stop shopping" for the customer and to facilitate normal growth within the industry.

The Department reserves the right to prohibit the sale of any and all additional products and services outside the scope of this RFP. Abuse of this additional hardware, software, and services option to complete transactions for unauthorized commodities or services may be prosecuted under s. 858.22 F.S. or other applicable laws.

5.29. Installation and Environmental Requirements

Prior to order acceptance, Successful Vendor must advise Customer of any and all specialized installation and environmental Customer site requirements for the delivery and installation of contract equipment. This information should include, but is not limited to the following:

- Air conditioning;
- Electrical requirements;
- Special grounding;
- Cabling requirements;
- Space requirements;
- Humidity and temperature limits, and;
- Any other considerations critical to the installation.

5.30. Insurance requirements

Within ten (10) calendar days after date of award on certification of contract document, contractor shall provide the Department with a certificate of insurance. During the contract term, the contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the department as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of the contract. The contract shall not limit the types of insurance contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract. All insurance policies shall be through insurers authorized to write policies in Florida.

5.31. Return of Product

Any equipment delivered in poor condition, items delivered in excess of the amount authorized by the requisition form, or items not included on the requisition form or purchase order may, at the discretion of the Purchasers, will be returned to the Vendor at the Vendor's expense within 30 days. Credit for returned goods shall be made immediately after Vendor receives returned goods.

If any product is returned to a Vendor for Failure to Perform, the Vendor will, at the State's discretion, refund all amounts paid to the Vendor for such product or replace the product, and the following shall apply:

- Within twenty (20) days of written notification by the Purchaser, the Vendor will make arrangements for the return of the product.
- The Vendor will bear all shipping and insurance costs.
- Vendor will be liable for damages to the product, unless caused by fault or negligence of the Purchaser that occur during the return process.

5.32. Survivability

Product placements made using the authority provided by this Contract will survive the Contract itself. Those Customers purchasing, or leasing the equipment will continue to receive ongoing service from the Successful Vendor at the agreed upon Contract rate through the term of their placement contract agreement. The Contract terms and conditions will survive the authorizing contract through that final term and any subsequent renewals and extensions.

Those Customers purchasing equipment will receive ongoing service from the Successful Vendor at the agreed upon Contract rate until the expiration of the Lease/Service Contract.

5.33. End of Life

State Agencies and other eligible users are required to take active measures to securely sanitize or destroy the hard drive of the device prior to release to contractor.

Management of Equipment at end of life will be the responsibility of the Contractor. The end-of-life management program included in Respondent's Response must include the following:

- A historic commitment to end-of-life management of Equipment after consumer use
- Parts reuse and materials recycling systems
- A packaging return system
- An equipment take-back program
- Hard drive buy-out option

5.34. Electrical Connections, Surge Protectors and Telephone Lines

It is recommended that all purchased and leased machines are connected to an external surge protector to protect their telephone, network and electronic components; this is in addition to any internal surge protector. Customers are not required to obtain surge protectors from the equipment vendor as at the time of solicitation surge protectors are available via STC 250-000-09-1.

5.35. Special Discounts/Promotions

Respondents are requested to quote any special discounts or promotions offered for equipment whose end use is restricted (educational discounts etc.). Bidders should include full details on all required qualifications for the special discounts as well as the duration.

5.36. Quantity Discount

Respondent may enter quantity discounts in the space provided in the price sheet or if space is insufficient, bidder may insert an additional tab listing such prices.

5.37. Trade-Ins

The State reserves the right to offer used equipment in trade as part of the purchase price, in accordance with values in effect at the time the item is traded. Trade-in equipment is represented by the State "as is" and expresses no warranty as to its condition. In the event that no trade-in allowance is offered or the allowance has not been accepted, the State reserves the right to retain possession of the equipment at the option of the agency. Equipment for trade-in shall be picked up by the contractor at the point indicated in the agency's purchase order and shall be removed at contractor's expense.

5.38. Environmental Performance Commitments and Past Record

Vendors must demonstrate strong environmental performance records and operate responsibly socially and economically by providing a description of the following:

- Vendor’s environmental performance plan and goals, including an existing pollution prevention plan and environmental justice policy; and
- ISO 14001 certification or other environmental management systems or processes currently adopted and in operation.

All machines are required to operate satisfactorily using Recycled Content Paper.

5.39. State Funds

In accordance with [Section 216.347, F.S.](#), and as provided herein, the service provider or contractor may not expend any state funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any state agency.

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SECTION 6

TECHNICAL SPECIFICATIONS

6.1. Definitions

The definitions found in Rule 60A-1.001, F.A.C., and other sections of this solicitation shall apply to any contract resulting from this solicitation.

- (a). "Copier": A walk-up unit whose sole function is to produce reproductions of documents placed on its glass plates; is not capable of performing faxing, print job or scanning to file functions.
- (b). "Copier-based MFP" means a machine whose base unit is a copier which has been enhanced to perform faxing, print job, scan to file functions, and can be networked.
- (c). "Printer" means a machine which is not capable of performing copying, faxing, or scanning functions; only produces printouts.
- (d). "Printer-based MFP" means a machine whose base unit is a printer which has been enhanced to perform scanning, faxing and copying functions.

6.2. Products

The State of Florida is providing vendors with the opportunity to propose all available business class products which fall into the Categories listed below.

- Category 1: Copier-based MFPs (Monochrome, Hybrid; 8 ½ x 11 - 11x17)
 - Segment 2: 21-30 cpm
 - Segment 3: 31-40 cpm
 - Segment 4: 41-69 cpm
 - Segment 4.1: 41-50 cpm
 - Segment 4.2: 51-60 cpm
 - Segment 4.3: 61-69 cpm
 - Segment 5: 70-90 cpm
 - Segment 5.1: 70-80 cpm
 - Segment 5.2: 81-90 cpm
 - Segment 6: 91 cpm and higher
 - Segment 6.1: 91-100 cpm
 - Segment 6.2: 101-110 cpm
 - Segment 6.3: 111+ cpm
- Category 2: Printer-based MFPs (Monochrome, Hybrid; 8 ½ x 11 - 11x17 *desired*) with duty cycle (ppm) ranges of :)
 - Small Workgroup: 20,000 – 49,999
 - Medium Workgroup: 50,000 – 99,999
 - Large Workgroup: 100,000+
- Category 3: Printers (Monochrome, Color, Hybrid; 8 ½ x 11 - 11x17 *desired*) with duty cycle (ppm) ranges of:
 - Small Workgroup: 20,000 – 49,999
 - Medium Workgroup: 50,000 – 99,999

- Large Workgroup: 100,000+
- Category 4: Workgroup and Network Sheet Fed Scanners (Monochrome, Color)
 - Desktop Workgroup: 16-30 ppm
 - Departmental: 31-50 ppm
 - Low-volume Production: 51-75 ppm
 - Mid-volume Production: 65-100 ppm
 - High-volume Production: 100 ppm and higher

(Segments above are as listed within the BLI Buying Guide for Document Scanners)

- Category 5: Plain Paper Facsimile Machines
 - Low Volume: .5MB of memory (often upgradeable and 200 sheets or less paper capacity (standard configuration)
 - Mid Volume: Memory ranging from .5MB to 1MB and 201-499 sheet paper capacity (standard configuration)
 - High Volume: Memory of 1MB+ and 500+ sheet paper capacity (standard configuration)

6.3. Acceptable Equipment

Primary bids for the PURCHASE of the following shall be for new equipment only.

- multifunction products (MFPs),
- Printers
- Facsimile machines
- Scanners

Primary bids for the LEASE of the following shall be for new equipment only.

- multifunction products (MFPs),
- printers,
- Workgroup and network sheet fed scanners,

New equipment is defined as newly assembled equipment that is factory produced and has been assembled for the first time which contains new components that have been fully inspected, tested and fully meets product performance and reliability specifications. Equipment must be newly serialized and the state or its eligible customers must be the first user of the product and must have new equipment set of warranties.

It is understood that the state will benefit from any equipment revisions, updates, additions, technical improvements, or necessary modifications in the units offered during the term of this contract at no additional cost.

6.4. Emissions Standards

All Equipment shall meet, at a minimum, the following emissions standards:

- Devices do not emit ozone in excess of 0.02 mg/m³
- Devices do not emit dust in excess of 0.25 mg/m³
- Devices do not emit styrene in excess of 0.11 mg/m³

6.5. Associated Products and Services Submittal

Bidders may offer associated products for each item. Associated products shall be listed as outlined in bid price pages.

Associated products shall be limited to attachments, options, additional features, supplies and software for each unit. The State reserves the right to accept or reject, at any time before or after award, any or all of the associated products at its discretion.

The associated product submittal shall be offered at the same or better discount than offered for the basic item.

The Respondent must submit with its bid the current suggested retail price list. As new price lists are issued introducing new accessories/attachments and price reductions, such price lists shall be submitted to the Contract administrator.

All new items requested to be added to the associated product line during the contract or any extension period must be offered in accordance with the solicitation discounting format. Acceptance of any or all associated products for inclusion in the resulting State Term Contract shall be at the sole discretion of the State.

6.6. Specifications

6.6.1. General Requirements

All parts (hardware and software) which are necessary for the unit to be complete and ready for operation, or which are normally furnished as standard equipment, shall be furnished by the successful bidder. Each unit shall be provided with all manufacturers' start-up supplies required to be fully operational. Supplies shall not include plain paper. Supplies bid as part of the maintenance plan may be Original Equipment Manufacturer (OEM) supplies. Authorized users who opt-out of using a vendor's submitted maintenance plan, and at their sole discretion in accordance with their purchasing guidelines, may purchase supplies from vendors other than State Term Contract vendors if in the best interest of the Customer.

6.6.2. Networking

For Respondents offering network multi-functionality, the following applies:

- Respondents shall provide software support staff that shall coordinate with authorized user personnel in charge of the computer network to ensure proper integration of products within the customer's office environment as well as answer questions and concerns of the equipment installed.
- Respondents are to provide a telephone number for service support for a minimum of 90 days after installation. Network installation and after installation network support is not part of this contract. Authorized users should plan network requirements and solicit additional costs for networking prior to selection of the machine.
- Equipment shall comply with all Customer network security requirements and shall provide network security kits as an available option or standard component.
- Equipment must comply with the security requirements specified in [Rule 60DD-2, F.A.C.](#) promulgated 2004, currently in transition to 71A-1 anticipated promulgation 2010.

6.6.3. Accessories

Respondents are encouraged to offer all available accessories for each piece of equipment offered on the bid response. All accessories shall be offered at the same discount level and shall carry the same warranty as the base equipment.

6.6.4. Security Specifications

Overwrite/Encryption: All proposed equipment containing a hard drive must have as available options, HDD Overwrite and/or HDD Encryption capabilities. Data overwrite standards must US Department of Defense (DoD) standards for data overwrite.

In addition, equipment must comply with the security requirements specified in [Rule 60DD-2, F.A.C.](#) promulgated 2004, currently in transition to 71A-1 anticipated promulgation 2010.

6.6.5. Value Added Products and Services

Added Value products and services offered by Respondents deemed to be in the best interest of the State by the Department shall become a part of any Contract resulting from this solicitation.

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State Term Contract 600-000-11-1 Service Level Agreement

The purpose of this Service Level Agreement (SLA) is to ensure a guarantee of service levels with penalties for failure to perform. This SLA utilizes a scorecard method for the Customer level SLA and flat rate penalties which will be assessed the vendor for failure to perform.

The SLA also provides the Customer with a defined replacement process for equipment performing below expectations.

A. Customer Service Level Agreement

Vendor agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Fleet Uptime	98% or Better
Average On-Site Response Time	24 hrs from time of service call
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between Vendor and the State.

B. Calculation of Service Level Points

Once per quarter, Vendor will produce reporting to be measured against the Service Level Agreement and points will be assigned according to the following chart:

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Fleet Uptime	98% or Higher	97.9% - 96%	95.9% - 94%	94.9% - 94%	93.9% or lower
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average On-Site Response Time (in Hours)	24 Hours or Less	24.1 - 25	25.1 - 26	26.1 - 27	27.1 or more
Possible Points	4	3	2	2	0
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
First Time Fix	80% or Higher	79.9% - 70%	69.9% - 60%	59.9% - 50%	Less than 50%
Possible Points	4	3	2	2	0

These points will be added to produce a total Service Level score. This score will be used to determine the subsequent penalty according to the following schedule where the penalty can be up to 4% of the previous quarter's service and supplies billing (expressed as a negative %).

C. Penalty Level

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Total Score	12 – 10	9 – 7	6 - 4	3 – 1	0
Penalty/Award as a percentage of quarterly billings	0%	-2.5%	-3.0%	-3.5%	-4.0%

The penalty shall be awarded to the Customer as a credit on the following period’s invoice.

D. omitted

E. Equipment Performance

Vendor guarantees each machine specified within any maintenance agreement will perform to either a) the monthly copies between service calls as measured by machine on a quarterly basis by group and segment listed below and/or b) the monthly uptime as measured by machine on a quarterly basis by segment listed below.

Group	Segment	Quarterly Uptime
Copier-based MFPs	All	95%
Printer-based MFPs	All	95%
Printers	All	95%
Sheet Fed Scanners	All	95%
Facsimile Machines	All	95%

Should any unit fail to maintain these copies between calls and or the monthly uptime, excluding service calls caused by operator error that system will be subject to replacement at the Customers discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, supplier will be allowed 90 days to remedy any quality or reliability issues. A designated factory authorized technician must certify each unit’s ability to produce acceptable impressions with acceptable copies between calls or uptime. The guarantee will remain in effect for the term of the contract or up to five (5) years from the date of purchase/lease, provided the equipment has not been subjected to abuse or neglect and has been continuously covered by a Maintenance Contract. This replacement policy will remain in effect for the term of the contract and is subject to the Customer remaining current with supplier’s payment requirements.

F. Additional Vendor Guarantees

F.1. **Training** – On-going training as requested by the Customer to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support. A penalty of \$50 per incident that does not meet the turnaround time specified above to be credited on the next service bill.

F.2. **Loaner Unit/Backup Production** – If any unit is in operable for a period in excess of 72 hours, Vendor shall provide the Customer with either:

i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement are operable, or

ii) Provide the Customer with off-site manned production capabilities to accomplish the work of the unit that is inoperable at the sole cost of the Vendor. Such costs shall be limited to cost of production (service and supplies), equipment, labor, power, transportation of jobs to and from the off-site production facility and facilities.

F.3. **Invoicing** – Vendor shall maintain timely and accurate invoicing, less service run impressions, as defined below. Failure on the vendor’s part to maintain these levels as defined shall result in a **\$50.00** per instance credit on the following invoice.

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