SUBJECT: PIGGYBACK STATE OF FLORIDA CONTRACT # 44111513-17-01 FOR OFFICE SUPPLIES

BID #: PSC-0123-17 **OPEN DATE: 03/30/2017**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: NOVEMBER 3, 2016 THROUGH NOVEMBER 2, 2021

AGENCY: PROCUREMENT DIVISION

BASIS OF AWARD: PIGGYBACK STATE OF FLORIDA CONTRACT # 44111513-17-01 FOR OFFICE SUPPLIES

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback the State of Florida Contract # 44111513-17-01 for Office Supplies between the State of Florida and Staples Contract and Commercial, Inc., for the citywide purchase of office supplies. The period of service will be from April 18, 2017 through April 17, 2022. The total contract expenditure requested for this period not-to-exceed $6,000,000.00.

To be executed by formal contract, to include the attached Purchasing Agreement, through the Office of General Counsel and encumbered by various agency accounts.

ATTACHMENTS: Recommendation Memo, Discount Spreadsheet, Risk Management Insurance Approval, State of Florida Contract Documents, Purchasing Agreement

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
CHELSEY RENFROE GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Greg Pease, Chief, Procurement Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

PROCUREMENT DIVISION

Jacksonville
Where Florida Begins.

TO: Gregory Pease, Chief, Procurement Division

FROM: Dan Pearson, Manager of Purchasing Services, Asst.

DATE: April 3, 2017

SUBJECT: PSC-0123-17 PIGGYBACK STATE OF FL CONTRACT # 44111513-17-01 FOR OFFICE SUPPLIES

State of Florida Contract # 44111513-17-01 has been awarded to four vendors: Gulf Coast Office Products, Elite Office and Business Solutions, Office Depot – Business Solutions Division, and Staples Contract and Commercial, Inc. The contract was awarded based on discounts off of list price for the S.P. Richards' catalogue. As a result of the City having separate contracts in place for office furniture, toner and break-room and cleaning supplies, only the Folders, Binders and Accessories, Office Consumables, IT Peripherals, Paper-Other and Paper-White categories were considered. These categories make up the majority of the City's annual expenses for office supply purchases. From the discounts offered for these categories, Staples provides the better discount rates in more categories.

Accordingly, the Procurement Division recommends approval to piggyback the State of Florida Contract #07-44111513-K for Office Supplies between the State of Florida and Staples Contract and Commercial, Inc., for the citywide purchase of office supplies, with fixed discount from list, with quarterly list price updates. The period of service will be from April 18, 2017 through April 17, 2022. The total contract expenditure requested for this period not-to-exceed $6,000,000.00.

To be executed by formal contract, to include the Office Products Purchasing Agreement, through the Office of General Counsel and encumbered by various agency accounts.

Thank you for your assistance and consideration in this matter.

Renfroe, Chelsey

From: Alvarado, Abraham <Abraham.Alvarado@dms.myflorida.com>
Sent: Wednesday, January 11, 2017 11:51 AM
To: Renfroe, Chelsey
Subject: RE: Office and Educational Consumables Contract

Hi Chelsey,

A solicitation was already put in to place and the new contract was awarded on 9/20/2016. The new contract terms do not deviate from the terms of the current contract. The big change to the contract is that there is a new vendor, Elite Office and Business Solutions.

Office Depot, Staples, and Gulf Coast Office Products will still be on the new contract with the same ordering instructions. We are waiting for the vendors to return the executed contracts, and will post contract details close to the 4/18/2017 start date.

If you have any specific questions I will be glad to help,

Abraham Alvarado | Contract Manager, FCCM
Division of State Purchasing
850-922-1214
Florida Department of Management Services
We Serve Those Who Serve Florida

From: Renfroe, Chelsey [mailto:CRenfroe@coj.net]
Sent: Wednesday, January 11, 2017 11:49 AM
To: Alvarado, Abraham <Abraham.Alvarado@dms.myflorida.com>
Subject: Office and Educational Consumables Contract

Good morning,

The City of Jacksonville Purchasing Department is hoping you could provide an update on the new contract for Office and Educational Consumables. Any information you could provide would be greatly appreciated.

Thank you,
Chelsey Renfroe
Purchasing Analyst
Procurement Division
City of Jacksonville
crenfroe@coj.net
Direct 904.255.8826

Jacksonville
Where Florida Begins.

Renfroe, Chelsey

From: Alvarado, Abraham <Abraham.Alvarado@dms.myflorida.com>
Sent: Monday, March 20, 2017 8:29 AM
To: Renfroe, Chelsey
Subject: RE: Office and Educational Consumables Contract
Attachments: FINAL Office Supplies Contract - Staples Contract & Commercial, Inc.pdf

Hi Chelsey,

Yes, it has. I have attached the executed contract to this email.

Abraham Alvarado | Contract Manager, FCCM
Division of State Purchasing
850-922-1214
Florida Department of Management Services
We Serve Those Who Serve Florida

From: Renfroe, Chelsey [mailto:CRenfroe@coj.net]
Sent: Monday, March 20, 2017 8:20 AM
To: Alvarado, Abraham <Abraham.Alvarado@dms.myflorida.com>
Subject: RE: Office and Educational Consumables Contract

Good morning Abraham,

I am just checking to see if the Staples contract has been executed?

Thank you for all of your assistance,
Chelsey Renfroe
Purchasing Analyst
Procurement Division
City of Jacksonville
crenfroe@coj.net
Direct 904.255.8826

Jacksonville
Where Florida Begins.

From: Alvarado, Abraham [mailto:Abraham.Alvarado@dms.myflorida.com]
Sent: Monday, March 13, 2017 8:28 AM
To: Renfroe, Chelsey
Subject: RE: Office and Educational Consumables Contract

Hi Chelsey,

Product Category	Office Depot Discount	Elite Office & Business Solutions Discount	Gulf Coast Discount	Staples Discount	Lowest Contractor for Category Group
Folders, Binders & Accessories	71%	60%	70%	66%	Office Depot
Office Consumables	66%	68%	66%	66%	Elite Office & Business Solutions
IT Peripherals	39%	40%	33%	42%	Staples
Paper - Other	69%	60%	60%	70%	Staples
Paper - White	85%	75%	77%	81%	Office Depot
Folders, Binders & Accessories - Generic	71%	65%	75%	75%	Staples & Gulf Coast
Office Consumables - Generic	73%	68%	79%	79%	Staples & Gulf Coast
IT Peripherals - Generic	50%	55%	49%	39%	Elite Office & Business Solutions
Paper - Other - Generic	75%	60%	60%	75%	Office Depot & Staples
Paper - White - Generic	78%	75%	77%	79%	Staples

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

State Term Contract

No. 44111513-17-01
For
Office Supplies

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Staples Contract & Commercial, Inc. (Contractor), collectively referred to herein as the "Parties."

The Contractor submitted a response to the Department's solicitation, Request for Proposals No. 07-44111513-K for Office Supplies. After concluding all evaluations, the Department has determined that the Contractor's response provides the best value to the State of Florida.

Accordingly, the Parties agree as follows:

I. Initial Contract Term

The Initial Contract Term shall be for five (5) years. The Initial Contract Term shall begin on April 18, 2017. The Contract shall expire on April 17, 2022 unless terminated earlier in accordance the General Contract Conditions.

II. Renewal Term

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

III. Contract

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

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

a) Exhibit A: General Contract Conditions
b) Exhibit B: RFP 07-44111513-K and any addenda in reverse order of issuance
c) Exhibit C: Contractor's price sheet(s) to the RFP
d) Exhibit D: Contractor's product catalog to the RFP
e) Exhibit E: Contractor's proposal to the RFP

IV. Contract Management

Department's Contract Manager:
Abraham Alvarado
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Abraham.Alvarado@dms.myflorida.com

Contractor's Contract Manager:
Bill Simons, Strategic Account Leader
Staples Contract & Commercial, Inc.
4661 Oak Fair Blvd
Tampa, Florida 33610
Telephone: 1-352-406-2308
Email: Bill.Simons@Staples.com

V. Statement of Work

The Contractor shall provide Office Supplies on a statewide basis for the following Product Categories:

Products Categories
Breakroom & Cleaning Supplies
Folders, Binders & Accessories
Office Consumables (Art, Educational & Envelopes)
Office Equipment
IT Peripherals
Paper - Other (fewer than 10 cartons per order)
Paper – White, Recycled & Virgin (fewer than 10 cartons per order)
Toner (Original Equipment Manufacturer)
Toner (Remanufactured)

VI. Product Categories

Examples of Product Categories contained in the Contract are included in the table below. The table below is not meant to provide a comprehensive list of Products included in scope; it describes the most common types of Products (Product Sub-Categories) contained within each Product Category. Please note that calendar related items will be replaced yearly with the next calendar year's version within the same Product category and related discount. The Department and the Contractor during the contract period may mutually agree to align any missing or new Product sub-categories or services into the Product Categories listed below. The Department may use the S.P. Richards Product Categories and other Product wholesalers as a point of reference during this process.

Product Category	Product Sub-Categories
Breakroom & Cleaning Supplies	• Hand Sanitizer, Paper Towels, Lysol Spray, Wipes, Dusters and Facial Tissue, Wastebaskets, Safety Supplies, All Wipes, Hand Soaps, Knives, Cutters, Blades and Scrapers, Computer Dust-off, Lysol, Clorox, Windex, Air Freshener, Dust Pans, Cleaning Supplies, Cups, Spoons, Forks, Plates, Bowls and Shredder bags
Folders, Binders & Accessories	• Manila File Folders, Hanging File Folders, Fastener Folder, Classification Folders, View Binders, Ring Binders, Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, File Indexes, Tabs, Tab Reinforcements, and Accessories
Office Consumables (includes Art, Educational & Envelopes)	• Adhesives, Glues, Gluesticks, Adhesive Removers • Appointment Books, Phone Message Books, Statement Books, Fax Message Books, 'While You Were Out' Books, Forms, Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets • Archive Boxes, Cardboard Boxes, Storage Containers • Award Frames, Displays, Plaques, Certificates • Badges, Badge Holders, Lanyards • Batteries, Chargers, • Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubber bands, Scissors, Shears, Cutters, Trimmers, Hole Punches (non-electric) • Binders, Combs, Rings, Spines • Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards • Calendars, Desk pads, Refills, Planners • Calculator Ink, Calculator Spools, Adding Machine Tape, Cash Register Tape • Camera Film • Correction Fluid, Correction Tape, Correction Pens • Erasers, Dry-Erase Erasers, Chalk, Crayons • Ink Pads, Refills, Stamps • Labels, Label Holders • Mailing Tubes, Mailing Tubs, CD Mailers, Packaging, Fingertips, Letter Openers, Moistener • Markers, Highlighters

	• Envelopes • Notebooks, Notepads, Pads of Paper, Post it Notes • Office Organizers, Inboxes, Copyholders, Pen and Pencil Holders, Drawers, Desktop Shelves, Extension Cords • Pencils, Pencil Erasers, Lead Refills, Pencil Sharpeners, Pens, Pen Refills • Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles • Ledgers, Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards, Flag Tape • Signs, Sign Holder, Flyer Holders, Racks, Literature Displays, Name Plates • Staplers, Staples, Staple Removers • Tape, Tape Dispensers, Embossing Tape, Velcro Products • Transparency Film, Transparency Paper, Laminating Supplies, Laminating Pouches • Art and Science Supplies
Office Equipment	• Calculators, Easels, Pencil Sharpeners, Dividers, Carts, Hand Trucks, Hole Punches, Label Makers, Laminators, Shredders, Typewriters, Printers, Book Cases, Book Ends, Book Shelves, Chair mats, Clocks, Hooks, Lamps and Furniture
IT Peripherals	• CDs, DVDs, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, Computer Bags and Cases, Mouse, Keyboards, Keyboard Pads, Mouse pads, Camera Bags, Camera Cases • Headsets, Headset Accessories, Headphones • Surge Protectors, UPS Power Supply • USB Drives, Flash Memory, Zip Disks • IT Hardware / Software
Paper – Other	• Art Paper, Construction Paper, Crepe Paper, Colored Paper, Photo Paper, Computer Paper and Specialty Paper
Paper – White, Recycled & Virgin	• Paper – 20# White, Recycled and Virgin Copy Paper, minimum 92 bright
Toner – Original Equipment Manufacturer	• Original Equipment Manufacturer (OEM) - Toners, Cartridges, Fusers, Kits, Drums, Ribbons and Related Accessories • Brands include but are not limited to: Hewlett Packard, Dell, Lexmark, Cannon, Brother, etc.
Toner – Remanufactured	• Remanufactured - Toners, Cartridges, Fusers, Kits, Drums, Ribbons, and Related Accessories

VII. Purchases Outside of Florida

With the consent of the Contractor, other governmental entities, including those located outside the State of Florida, may make purchases from this Contract under the terms and conditions stated in the Office Supplies solicitation No. 07-44111513-K.

VIII. Recycled and Climate Friendly Products

The State supports and encourages initiatives to protect and preserve our environment. The Contractor is encouraged to offer Office Supplies with recycled content, climate friendly products and fulfill the intent of Section 287.045, Florida Statutes.

IX. Product List

The Contractor is required to provide and maintain a Product list with a minimum of 10,000 Products throughout the life of the Contract. The Product list will serve as the Contractor's catalog and prices for the first year of the contract. At a minimum, the Product list shall include the following: Product Category, Product Description, Brand Name or Generic Product, UPC, GTIN (if available), Manufacturer Name, Manufacturer Number, SKU/Item Number, Unit of Measure, S.P. Richards Price or MSRP, MSRP % discount and final sell price to the Customer. Each Product Category must be listed on a separate tab. Ex: Office Supplies on Tab 1, Toner on Tab 2, etc. Where there is no S.P. Richards' or other wholesaler's price available, the MSRP shall be listed. If the Product is a Generic Product, then the Contractor is considered the Product manufacturer and their established, reasonable price shall be listed.

X. Delivery

The Contractor shall deliver within two business days for orders placed by 4:00 PM ET. The Contractor shall provide F.O.B., the place of destination, freight prepaid, terms for the Desktop Location, or an alternate location as specified by the Customer at no additional cost. The Contractor shall not impose delivery charges for orders above $25.00 for the life of the contract, including all contract renewals and extensions excluding furniture deliveries and custom/special orders. The Contractor shall not impose a delivery charge greater than $40.00 for furniture deliveries which includes inside delivery, set-up, and removal of packing debris. For deliveries, the Contractor shall provide a packing label on the outside of each package shipped that contains the following information, at a minimum: Customer Name, Physical Address, Delivery Address, and Telephone Number. The Contractor shall provide a packaging slip in the inside of each package shipped that contains the following information, at a minimum: line item description, quantity ordered, quantity shipped, backordered products with expected delivery date, unit price, number of parcels, and purchase order or delivery order number.

XI. Returns

The Contractor shall provide a full credit and no restocking fee to Customers on all returns for products that are in their original packaging and in sellable condition. The original packaging may not have the Customer's writing located on any Products. The Contractor shall provide a full credit and no restocking fee to Customers on all returns for products that are returned within 30 calendar days of delivery and/or products that are returned due to damage, incorrectly shipped, or due to a vendor's order entry error. The Contractor shall have a restocking fee that does not exceed ten percent of the value of the product(s) to be restocked.

XII. Customer Service and Technical Resources

The Contractor shall provide a single point of contact for each Customer. The Contractor shall provide customer service representatives and technical resources by phone (toll-free),

fax, and email to handle all orders and mitigate order-related technical issues from 8:00 AM to 5:00 PM ET, Monday through Friday, excluding State of Florida holidays.

XIII. Training

The Contractor shall provide at the Customer's request, the necessary training at no additional cost, on all aspects of ordering, Product delivery, Product returns and customer service processes.

XIV. Product Substitutions

The Contractor shall not replace any ordered Product with an alternate Product without the prior consent of the Customer (e.g., no forced substitutions). The Contractor shall honor orders where the Customer agrees to use a higher-priced Product to fill the order and the Customer will be billed at the lower price of the Product that was out of stock.

XV. Marketing Materials

The Contractor shall obtain the Department's approval prior to distributing any marketing materials to Customers.

XVI. Reports

The contractor shall submit the following reports:

a. Transaction Fee Reports

Contractors will be required to pay the required Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due fifteen (15) business days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and training presentations available on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Vendor Help Desk by email at feeprocessing@myfloridamarketplace.com, or by telephone at 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM Eastern Time.

b. Contract Quarterly Sales Reports

The Contractor agrees to submit a Contract Quarterly Sales Report, Attachment J to the DMS Contract Manager in the format to be provided by the Contract Manager fifteen business days after the close of the State Fiscal quarter (September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel format. The report will include all sales (orders) from Customers received (associated with this contract) during the period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting

or notification from the DMS Contract Manager. If no orders are received during the period, the contractor must submit a report stating that there was no activity.

Data elements to be included in the Contract Quarterly Sales Report are as follows:

Data Element	Description
Order Date	The date the order was received by the Contractor.
Order Number	The identifier of the transaction that establishes the obligation for the Product or service. Typical Transactions may include purchase orders (PO) or Purchasing Card (PCard) transactions.
Product Category	Product Category specific to this RFP (Office Consumables, Toner, etc.)
Product Description	Nomenclature of the Product or service ordered.
Customer Type	Classification of the Customer (Drop-down Menu provided): • Agency, • FL OEU Cities & Counties • FL OEU Schools K-12 • FL OEU College & Universities • FL OEU Not for Profit
Standard Product Code	An identifier used by the Office Supplies industry to describe the Product or service. UPC required, GTIN if available.
United Nations Standard Products and Services Code (UNSPSC)	Taxonomy of Products and services for use in eCommerce. It is a four-level hierarchy coded as an eight-digit number, with an optional fifth level adding two more digits.
Manufacturer	The original producer of the Product.
Manufacturer ID	The alpha numeric code established by the manufacturer for the Product.
Quantity	The amount of the Product or service ordered.
Unit of Measure	Standard unit or system of units by means of which a quantity is accounted for and expressed (e.g., each, set, box, case, etc.)
Unit Price	The cost of one unit of measure of an item.
Total Price	The price paid for the items ordered; calculated as the unit price multiplied by the quantity ordered. This field is pre-calculated, no entry is required.
Reference Price	The MSRP.

Data Element	Description
Savings Percentage	Pre-calculated field representing the percentage difference between total price incurred by the order verses the price that would have been paid without the benefit of this contract. Formula= ((Reference Price – Unit Price) / Reference Price)

c. Preferred Pricing Affidavit Requirement

The Contractor agrees to submit to the Department, prior to contract execution and at least annually, a completed Preferred Pricing Affidavit.

d. Savings/Reductions Form

The Contractor shall submit one (1) accurately completed PUR7064-Savings/Price Reductions form containing the required savings information for each Product Category offered and a method(s) for the Department to verify the savings information provided within 10 business days following Notice of Award of the contract, upon each request to renew and/or extend the contract, or upon any action that establishes or adjusts the prices under the contract.

e. Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. The Department strongly encourages 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 or email: osdhelp@dms.myflorida.com.

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

f. Ad hoc Report

The Department may require additional ad hoc reports such as Contract sales information or special report requests. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

g. Backorder Fill Report

Upon request, the Contractor shall provide the Department a report within five business days providing the following: the Product name and Product ID, reason for shortage, and plan of action when delivery may be expected or suggested replacement. The

Contractor will ship backorders within five business days of the original order, unless special circumstances apply.

h. Reporting Schedule

The contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date(s)
MFMP Transaction Report	Calendar month	15 business days after close of the period
Contract Quarterly Sales Report	State Fiscal Quarter	15 business days after close of the period
PUR7064-Savings/Reductions Form	Required upon contract award, prior to contract execution and required for quarterly price adjustments	10 business days after each action that adjusts prices
Diversity Report [submitted to the Customer]	State Fiscal Year	15 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Ad hoc Report	As requested	Specific and reasonable timeframe
Backorder Fill Report	As requested	5 business days upon request

XVII. Deliverables

The deliverables and criteria for evaluating successful completion of each deliverable are listed below:

a. Delivery Timing

The Contractor shall maintain a delivery timing rate of 95% or greater. On-time delivery is defined as delivery within two business days for orders placed by 4:00 PM ET. The delivery timing rate is calculated by the total number of orders delivered within 2 days divided by the total number of orders. Example: 99 orders delivered within 2 days/100 total orders = 99.0% on-time delivery. The Contractor shall submit to the Department the monthly report in Microsoft Excel that details the on-time delivery timing rate.

b. Order Filled and Delivered

The Contractor shall maintain an order filled and delivered rate of 98% or greater. The order filled and delivered rate is calculated as the sum of Products filled and delivered divided by the total sum of Products ordered. The Contractor shall submit to the Department the monthly report in Microsoft Excel that details the order accuracy and fill rate. Example: 1,000 products filled and delivered divided by 1,015 products ordered = 98%.

c. Order Accuracy

The Contractor shall maintain an order accuracy rate of 98% or greater. The order accuracy rate is calculated as 1 minus the sum of mishipped Products divided by the total sum of Products ordered. The Contractor shall submit to the Department the

monthly report in Microsoft Excel that details the order accuracy rate. Example: 1 minus 6 mishipped products divided by 600 products orders = 99%.

XVIII. Financial Consequences

The Contractor is required to meet the deliverables listed in the Contract. The Contractor is required to meet minimum service levels on standard contract orders only, special/custom orders (furniture and oversized items, custom printing orders and certain technology items). Failure to meet the specified deliverables will result in the financial consequences to the State as shown in the chart below.

Deliverable	First Failure	Second Failure	Third Failure	Fourth Failure	Fifth Failure*	Each Additional Failure
Submission of required reports	$0	$500	$500	$1,000	$2,000	$3,000
Delivery Timing Less than 95% on time	$0	$500	$1,000	$1,000	$2,000	$3,000
Order Filled and Delivered Less than 98% filled and delivered	$0	$500	$1,000	$1,000	$2,000	$3,000
Order Accuracy Less than 98% accurate	$0	$500	$1,000	$1,000	$2,000	$3,000

*If the Contractor fails to meet the deliverables five or more times in a 12 month contract period, the State shall have grounds to initiate contract breach and termination proceedings.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each 12 month period beginning with the first full month of contract performance and every 12 months thereafter.

XIX. Business Review Meetings

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

- Successful completion of deliverables
- Review of Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues

- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

XX. Punch-out Catalog and Electronic Invoicing

The Contractor shall supply a punch-out catalog. The punch-out catalog provides an alternative mechanism for suppliers to offer the State of Florida access to products awarded under the Contract. The punch-out catalog also allows for direct communication between the MyFloridaMarketPlace eProcurement System (MFMP) and a supplier's ERP system, which can reflect real-time product inventory/availability information.

Through utilization of the punch-out catalog model, a Florida buyer will "punch out" to a Contractor's website. Using the search tools on the Contractor's Florida punch-out catalog site, the user selects the desired products and services. When complete, the user exits the Contractor's punch-out catalog site and the shopping cart (full of products and services) is "brought back" to MFMP. No orders are sent to a Contractor when the user exits the Contractor's punch-out catalog site. Instead, the chosen products and services are "brought back" to MFMP as Contract line items. The user can then proceed through the normal workflow steps, which may include adding/editing the items to a requisition or a purchase order. An order is not submitted to a Contractor until the buyer actually adds the line items to a requisition and the purchase order is approved and sent to the Contractor.

All Contractors who implement Punch-out catalog solutions will be subject to MFMPs Punch-out Audit functionality. MFMP has added functionality that will compare the price retrieved from a Contractor's Punch-out catalog to the corresponding contract price sheet. As items are transferred into MFMP from a monitored contract/Punch-out catalog, the item and item price will be automatically compared to the contract price sheet. The logic for the audit process includes mapping the following fields from the Punch-out catalog to the contract price sheet: Supplier Tax ID, Contract #, Supplier Part #, Supplier Aux # (if available), and Unit of Measure (UOM). When an item is evaluated, the following rules are applied:

Punch-out Catalog Item:	**Requisition Line Item Price:**
Greater than price sheet	Reduced to the base price from the price sheet
Less than price sheet	Honored
Not Found on price sheet	Honored
Matches price sheet	N/A

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Electronic invoices shall be submitted to the

agency through the Ariba Network (AN) in one of three mechanisms as listed below. Contractors can select the method that best meets their capabilities from the following list:

a. **cXML (commerce eXtensible Markup Language)**
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog products and services. The cXML format is the Ariba preferred method for eInvoicing.

b. **EDI (Electronic Data Interchange)**
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog Products and services.

c. **PO Flip via AN**
The online process allows Contractors to submit invoices via the AN for catalog and non-catalog products and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the state and the third party provider of MFMP, a state Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the

Contractor warrants and represents that it is authorized and empowered to and hereby grants the state and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.
The Contractor will work with the MFMP management team to obtain specific requirements for the Punch-out Catalog and Electronic Invoicing.

The Contractor is required to provide additional Ordering Instructions on the Ordering Instructions form to identify persons responsible for answering questions about the response and administering the Contract and shall provide information necessary for placing orders under the Contract.

XXI. Use of S.P. Richards

The Department will use S. P. Richards' retail pricing to provide a mechanism to manage pricing throughout the contract period. The Department reserves the right to use other wholesalers' information and/or MSRP as a benchmark for pricing. Contractors are not required to use S.P. Richards as their wholesaler.

XXII. Price and Product Adjustments

The discount proposed for each Product Category shall remain the same throughout the term of the Contract and for all renewals and extensions. The Contractor may submit updated pricing 45 days prior to the contract effective date. The Contractor must maintain prices for Brand Name and Generic Products for the first year of the Contract as proposed in the Products List. All pricing must be verifiable and auditable.

After the first anniversary of the Contract award, the Contractor may request the Department to approve updated Product final sell prices that reflects any updates to the S.P. Richards' list, or Product manufactures' prices if S.P. Richards is not available. The originally offered discounts cannot be decreased by the Contractor throughout the life of the Contract. The Contractor may submit updated price lists for approval on the first working day of each quarter for each calendar year. There will be no retroactive price increases allowed. If S.P. Richards', the Product manufacturers, or the Contractor's prices decrease, the Contractor shall submit to the Department a revised Product List on a quarterly basis that reflects the lower prices for Department review and approval. Once approved, the Contractor shall update all systems to provide Customers the lower pricing within five (5) business days or on a date mutually agreed to by both Parties, which is sooner. The Contractor may submit additions and deletions to the product catalog on a quarterly basis.

XXIII. State of Florida Online Catalog

In addition to the Contractor's Punch-out catalog in MFMP, the Contractor shall provide a specific online ordering portal (referred to as the online catalog) to the State of Florida containing only State of Florida items and prices. The Contractor will make available the online catalog that contains only items that are in the scope of the awarded Contract and will provide the same product catalog as used for the Punch-out catalog. For each item, the following information shall be provided at a minimum: item description, UPC, GTIN, if applicable, manufacturer name, manufacturer part number, unit of measure, list price and Contract price.

XXIV. Contract Products

The Contractor shall only offer Products awarded from this RFP on the Contractor's punch-out and online catalogs for the State of Florida. Non-Contract Products will not be permitted and cannot be purchased under this contract.

XXV. Third Party Audits

The Contractor shall maintain a Price Accuracy Rate of 98% or greater. The Contractor shall obtain a third party firm at no additional cost to the State to confirm the price accuracy of the Contractor's Punch-out Catalog. The third party firm (to be approved by the Department) shall perform a quarterly audit with statistically relevant sample of contract items to confirm the accuracy of S.P. Richards Price or MSRP, MSRP % discount, and final sell price. Specifically, the third party firm will verify that the prices displayed on the Contractor's catalog are less than or equal to the approved contract prices. The Department has defined

statistically relevant as a sample in which the confidence level is 95% with a 5% confidence interval. For example, statistically relevant sample for a catalog of 15,000 items would result in a sample size of 375. An example is provided at the following website: http://www.calculator.net/sample-size-calculator.html

The third party firm shall submit a quarterly report to the Department confirming the Contractor's Price Accuracy Rate within 15 days after the close of each quarter. The Price Accuracy Rate shall be calculated using the following formula: Price Accuracy Rate = the number of audited items each quarter where the net price is less than or equal to the contract price divided by the number of audited items. Example:

Population size (# of items in the catalog) = 15,000

Sample size (from Calculator): 375

Number of catalog prices less than or equal to the approved contract prices = 370

Accuracy Rate = (370/375) = 98.6%

At a minimum, the quarterly report will identify items not in compliance with the contract terms, provide the date of the audit, and screenshots of the items on the Contractor's website that were not in compliance with the contract terms. If the Department deems it is in the best interest of the state, the Department reserves the right to increase the frequency of the Third Party Audit.

XXVI. Purchasing Card Program

The State of Florida has implemented a purchasing card program, using the Visa platform. Respondents may receive payments via the state's Purchasing Card in the same manner as any other Visa purchases. Purchasing Card/Visa acceptance for purchase is a mandatory requirement for this Contract but is not the exclusive method of payment.

If the state changes its Purchasing Card platform during the term of Contract resulting from the RFP, the Contractor shall make any necessary changes to accommodate the state's new Purchasing Card platform within 30 days of notification of such change.

XXVII. Promotions

The Contractor may conduct promotions involving price reductions. Promotions offered shall only be for contract items.

XXVIII. Recall(s)

In the event there is a recall of any of the Commodities, any of its components or any parts of Commodity, the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customer in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer give the Department and

each Customer all reasonable assistance in locating and recovering any Products or recalled Products that are not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor, at its own cost, shall ensure defective Commodities are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions.

XXIX. Contract Transition

Upon Contract expiration or termination, the incumbent shall ensure a seamless transfer of contract responsibilities with any subsequent Contractor necessary to transition the Products and services of this Contract. The incumbent Contractor and subsequent Contractor assume any and all expenses related to the contract transition.

XXX. Amendments

No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both Parties.

Notwithstanding the order listed in Section 3, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

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

State of Florida, **Department of Management Services**	**Staples Contract & Commercial, Inc.**
By: Erin Rock, Chief of Staff	Neil Ringel By: Neil Ringel, President, NAD
3-16 17 Date	Mar 9, 2017 Date

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

Office Supplies
Contract No. 44111513-17-01

EXHIBIT A
GENERAL CONTRACT CONDITIONS

Table of Contents

SECTION 1. DEFINITIONS 2
SECTION 2. STATE TERM CONTRACT. 2
SECTION 3. PAYMENT AND FEES. 3
SECTION 4. CONTRACT DOCUMENT. 4
SECTION 5. CONTRACT MANAGEMENT. 5
SECTION 6. COMPLIANCE WITH LAWS. 6
SECTION 7. CONTRACTOR REQUIREMENTS. 8
SECTION 8. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE.. 10
SECTION 9. PUBLIC RECORDS AND TRADE SECRETS. 11
SECTION 10. INTELLECTUAL PROPERTY. 12
SECTION 11. SCRUTINIZED COMPANY LIST. 12
SECTION 12. DATA SECURITY AND SERVICES. 12
SECTION 13. RECORDS RETENTION 13
SECTION 14. GIFTS AND LOBBYING. 14
SECTION 15. INSPECTION AND VENDOR OMBUDSMAN. 14
SECTION 16. CONTRACT MONITORING. 14
SECTION 17. CONTRACT AUDITS. 15
SECTION 18. BACKGROUND SCREENING AND SECURITY 16

These General Contract Conditions supersede and replace in their entirety all General Contract Conditions, PUR 1000, which is incorporated by Rule 60A-1.002, F.A.C.

SECTION 1. DEFINITIONS.

The following definitions apply in addition to the definitions in Chapter 287, F.S., and Rule Chapter 60A-1, F.A.C.:

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

1.2 State.
The State of Florida.

SECTION 2. STATE TERM CONTRACT.

2.1 Initial Term.
The initial term will begin on April 18, 2017 or on the date the Contract is signed by all Parties, whichever is later.

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

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of the State to do so. A Customer may suspend a purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of 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 90 days, or any longer period agreed to by the Contractor, the Department or Customer will 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.

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

2.3.3 Termination for Cause.
If the Department determines that the performance of the Contractor is not satisfactory, the Department shall have the option of (a) immediately terminating the Contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will be terminated at the end of such time, or (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor shall not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

(a) Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders.

(b) Preferred Pricing. Consistent with the goals of section 216.0113, F.S., Contractor acknowledges and recognizes that the Department wants to take advantage of any improvements in pricing over the course of the Contract period. To that end, the pricing indicated in this Contract is a maximum guarantee under the terms of this clause. Contractor's pricing will not exceed, on an aggregate basis, the pricing offered under comparable contracts for public entities. Comparable contracts are those which are similar in size, scope and terms. The Contractor shall submit to the Department a completed Preferred Pricing affidavit form annually.

(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 documentation identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of properly certified invoice(s) to the Customer after delivery and acceptance of commodities or contractual services is confirmed in writing by the Customer. Invoices shall contain detail sufficient for an audit and shall contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services. The Contractor shall provide commodities or contractual services pursuant to purchase orders. The purchase order period of performance survives the expiration of the Contract. The duration of purchase orders shall not exceed the expiration of the Contract by more than 12 months.

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

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

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. All payments issued by Agencies or Eligible Users to registered Vendors for purchases of commodities or contractual services shall be assessed Transaction Fees as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. PCard purchases via this contract are not subject to the transaction fee. Vendors shall pay the Transaction Fees and agree to automatic deduction of the Transaction Fees, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to the rule. All such reports and payments shall be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions shall constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State.

3.8 Taxes.
The State of Florida is not required to pay any taxes, including customs and tariffs, on commodities or contractual services purchased under the Contract.

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

SECTION 4. CONTRACT DOCUMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer within the manner and at the location specified in the Contract, and any attachments to the Contract. Additionally, the terms of the Contract supersede the terms of any and all prior agreements between the Parties.

4.2 Notices.
All notices required under the Contract shall be delivered to the designated Contract Manager by certified mail, return receipt requested, by reputable air courier service, email, or by personal delivery, or as otherwise identified by the Department.

SECTION 5. CONTRACT MANAGEMENT.

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

Abraham Alvarado
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-1214
Email: Abraham.Alvarado@dms.myflorida.com

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

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

Bill Simons, Strategic Account Leader
Staples Contract & Commercial, Inc.
4661 Oak Fair Blvd
Tampa, Florida 33610
Telephone: (352) 406-2308
Email: Bill.Simons@Staples.com

In the event that the Contractor changes the Vendor Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

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

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

5.4 RESPECT.

In accordance with subsection 413.036(3), F.S., if commodities or contractual services required for the performance of the Contract are on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

> IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the commodities or contractual services it offers is available at http://www.respectofflorida.org.

5.6 PRIDE.

Notwithstanding a purchasing authority making reasonable sourcing determinations of need, price, and quality for products or services comparable in performance specifications, price and quality and in accordance with subsection 946.515(6), F.S., if commodities or contractual services required for the performance of the Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

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

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

SECTION 6. COMPLIANCE WITH LAWS.

6.1 Conduct of Business.

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. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions

against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

6.2 Notice of Legal Actions.
The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes, ordinances or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the Department of a legal action within 30 days of the action shall be grounds for termination for cause of the Contract.

6.3 Governing Law and Venue.
The laws of the State of Florida shall govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

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

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

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

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

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

placed on the Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

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

SECTION 7. CONTRACTOR REQUIREMENTS.

7.1 Department of State Registration.
The Contractor and any subcontractors that assert corporate status must provide the Department with conclusive evidence, per section 607.0127, F.S., of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

7.2 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities. For purposes of this provision, third party common carrier or delivery providers used to fulfill shipping under this Contract are not considered subcontractors.

7.3 Assignment.
The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract without the prior written consent of the Department. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Department expressly waives such secondary liability. The Department may assign the Contract with prior written notice to the Contractor.

7.4 Risk of Loss.
Matters of inspection and acceptance are addressed in section 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 or the Department rejects a commodity, Contractor shall remove the commodity from the premises within 10 days after notification of rejection and the risk of loss shall remain with the Contractor. Commodities not removed by the Contractor within 10 days shall be deemed abandoned by the Contractor and the Customer or the Department shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer or the Department for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

7.5 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, an 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 of Florida and federal requirements relating to clean air and water.

SECTION 8. WORKERS' COMPENSATION AND GENERAL LIABILITY INSURANCE.

8.1 Workers' Compensation Insurance.
To the extent required by law, the Contractor must be self-insured against, or must secure and maintain during the life of the contract, Worker's Compensation Insurance for all its employees connected with the work of this project, and in case any work is subcontracted, the Contractor must require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees. Self-insurance or insurance coverage must comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting contract or purchase order and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance satisfactory to the Department for the protection of employees not otherwise protected.

8.2 General Liability Insurance
The Contractor must secure and maintain Commercial General Liability Insurance including bodily injury, property damage, product-liability, personal & advertising injury and completed operations. This insurance must provide coverage for claims that may arise from the services, and operations completed under the Contract and any resulting contract or purchase order, whether such services or operations are by the Contractor or anyone directly or indirectly employed by them. Such insurance must include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named Insured for the entire length of the Contract and any resulting contract or purchase order. The Contractor is responsible for determining the minimum limits of

liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the Contract and any resulting contract or purchase order.

All insurance policies must be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance must contain a provision that the insurance must not be canceled without providing thirty (30) days prior written notice to the Department's Contract Manager.

The Contractors must submit insurance certificates evidencing such insurance coverage prior to execution of a contract with the Department.

The Contractor must require its insurance carrier to add the Department to the insurance policies as an additional insured (excluding Worker's Compensation), as provided below:

Florida Department of Management Services
c/o Division of State Purchasing
4050 Esplanade Way, Suite 36060
Tallahassee, Florida 32399-0950

8.2 Indemnity.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Department, Customer, the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Department. The Contract does not constitute a waiver of sovereign immunity or consent by the Department or the State of Florida or its subdivisions to suit by third parties.

Further, the Contractor shall fully indemnify, defend, and hold harmless the Department 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.

SECTION 9. PUBLIC RECORDS AND TRADE SECRETS.

9.1 Public Records.

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.

If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), F.S., the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, 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.

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

9.2 Protection of Trade Secrets or Confidential Information.
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, F.S., 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.

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."

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.

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."

SECTION 10. INTELLECTUAL PROPERTY.

10.1 Intellectual Property.
Unless specifically addressed in the Contract, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida through the Department at the completion of the Contract. Proceeds to the Department derived from the sale, licensing, marketing or other authorization related

to any such Department-controlled intellectual property right shall be handled in the manner specified by applicable Florida statute.

SECTION 11. SCRUTINIZED COMPANY LIST.

11.1 Certified Not Scrutinized.

If the Contract exceeds $1,000,000.00 in total, not including renewal years, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, F.S. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

SECTION 12. DATA SECURITY AND SERVICES.

12.1 Duty to Provide Secure Data.

The Contractor will maintain the security of State of Florida Data including, but not limited to, a secure area around any display of such Data or Data that is otherwise visible. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

12.2 Warranty of Security.

Unless otherwise agreed in writing, the Contractor and its subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

The Contractor agrees that a violation of items listed above will result in immediate and irreparable harm to the Department and will entitle the Department to a credit of $50,000 per violation, with a total cap of $500,000 per event. This credit is intended only to cover the Department's internal staffing and administrative costs as well as the diminished value of services provided under the Contract and will not preclude the Department from recovering other damages it may suffer as a result of such violation. For purposes of determining the damages due hereunder, a group of violations relating to a common set of operative facts (e.g., same location, same time period, same off-shore entity) will be treated as a single event. A violation of this provision will also entitle the Department to recover damages, if any, arising from a breach of this section and constitutes an event of default.

Notwithstanding any provision of this Contract to the contrary, the Contractor shall notify the Department as soon as possible, in accordance with the requirements of section 501.171, F.S., and in all events within one (1) business day in the event Contractor discovers any Data is breached, any unauthorized access of Data occurs (even by persons or companies with authorized access for other purposes), any unauthorized transmission of Data or any credible allegation or suspicion of a material violation of the above. This notification is required whether the event affects one agency/customer or the entire population. The notification shall be clear and conspicuous and include a description of the following:

(a) The incident in general terms.
(b) The type of information that was subject to the unauthorized access and acquisition.
(c) The type and number of entities who were, or potentially have been affected by the breach.
(d) The actions taken by the Contractor to protect the Data from further unauthorized access. However, the description of those actions in the written notice may be general so as not to further increase the risk or severity of the breach.

12.3 Remedial Measures.
Upon becoming aware of an alleged security breach or security incident under section 12, the Contractor's Contractor Manager shall set up a conference call with the Department's Contract Manager. The conference call invitation shall contain a brief description of the nature of the event. When possible, a 30 minute notice shall be given to allow Department personnel to be available for the call. If the designated time is not practical for the Department, an alternate time for the call shall be scheduled. All available information shall be shared on the call. The Contractor shall answer all questions based on the information known at that time and shall answer additional questions as additional information becomes known. The Contractor shall provide the Department with final documentation of the incident including all actions that took place. If the Contractor becomes aware of a security breach or security incident outside of normal business hours, the Contractor shall notify the Contract Manager and in all events, within one business day.

12.4 Indemnification (Breach of Warranty of Security).
The Contractor agrees to defend, indemnify and hold harmless the Department, Customer, the State of Florida, its officers, directors and employees for any claims, suits or proceedings related to a breach of the Warranty of Security. The Contractor will include credit monitoring services at its own cost for those individuals affected or potentially affected by a breach of this warranty for a two year period of time following the breach.

12.5 Annual Certification.
The Contractor is required to submit an annual certification demonstrating compliance with the Warranty of Security to the Department by December 31 of each Contract year.

SECTION 13. RECORDS RETENTION

13.1 Document Management.
The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor shall retain all documents related to the Contract for five years after expiration of the Contract, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at:http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

SECTION 14. GIFTS AND LOBBYING.

14.1 Gratuities.

The Contractor shall not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State 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 anything of value for the benefit of, or at the direction or request of, any State officer or employee.

14.2 Lobbying.

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

SECTION 15. INSPECTION AND VENDOR OMBUDSMAN.

15.1 Inspection.

Section 215.422, F.S., provides that agencies have five working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S.

15.2 Ombudsman.

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

SECTION 16. CONTRACT MONITORING.

16.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Contract. The Department shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Department, or of other agencies involved in the project on behalf of the Department.

16.2 Performance Deficiency.

In addition to the processes set forth in section 2.3 of the Contract, if the Department or Customer determines that the performance of the Contractor is unsatisfactory, the Department or Customer may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Department or Customer. The Contractor shall provide the Department or Customer with a corrective action plan describing how the Contractor will address all issues of contract non-performance,

unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

16.3 Financial Consequences of Non-Performance.
If the corrective action plan provided in section 16.2 is unacceptable to the Department or Customer, or fails to remedy the performance deficiencies, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Customer for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

16.4 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 Department or Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within 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 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 shall be asserted by the Contractor. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Department or 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 Department or 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 Department or Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 17. CONTRACT AUDITS.

17.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractor's data and records

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

17.2 Payment Audit.

Records of costs incurred under terms of the Contract shall be maintained in accordance with sections 13.1 and 14.1 of the Contract. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, State's Chief Financial Officer or the Office of the Auditor General for audit.

SECTION 18. BACKGROUND SCREENING AND SECURITY.

18.1 Background Check.

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check(s) as directed by the Department. The cost of the background check(s) shall be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor shall ensure that all persons have a responsibility to self-report to the Contractor within three calendar days any arrest for any Disqualifying Offense. The Contractor shall notify the Contract Manager within 24 hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed every five years from the time initially performed for each person during the term of the Contract.

18.2 E-Verify.

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five days of notice of Contract award, and provide the Contract Manager a copy of its MOU within five days of Contract execution. The link to E-Verify is provided below. http://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor shall provide a statement within five days to the Contract Manager identifying the new hire with its E-Verify case number.

18.3 Disqualifying Offenses.

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

(a) Computer related or information technology crimes
(b) Fraudulent practices, false pretenses and frauds, and credit card crimes
(c) Forgery and counterfeiting
(d) Violations involving checks and drafts
(e) Misuse of medical or personnel records
(f) Felony theft

18.4 Communications and Confidentiality.

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Request for Proposals (RFP)
For
Office Supplies

RFP No. 07-44111513-K

The State of Florida

Department of Management Services

July 5, 2016

TABLE OF CONTENTS

Section 1 Introductory Section *3*
Section 2 Instructions to Respondents (General and Special) *11*
Section 3 General and Special Contract Conditions *21*
Section 4 Scope of Work *22*
Section 5 Attachments *33*

Attachment A Technical Proposal and Evaluation Criteria
Attachment B Vendor Reference Form
Attachment C Price Proposal
Attachment D Certification of Drug-Free Workplace Form
Attachment E Scrutinized Companies Form
Attachment F PUR7064-Savings/Reductions Form
Attachment G Preferred Pricing Affidavit
Attachment H Draft Contract
Attachment I General Contract Conditions
Attachment J Contract Quarterly Sales Report
Attachment K Ordering Instructions Form
Attachment L Vendor Information Form

Section 1 Introductory Section

1.1 Introduction

The State of Florida Department of Management Services' Division of State Purchasing (Department or DMS) is issuing a Request for Proposals (RFP) to conduct this solicitation. This solicitation shall be administered using the MyFloridaMarketPlace (MFMP) Sourcing Application and Vendor Bid System (VBS). The VBS shall serve as the official system of record.

1.2 RFP Goals

The Department invites interested companies to submit Proposals in accordance with this RFP to establish a State Term Contract for Office Supplies. The initial Contract term is five years. The Contract may be renewed in whole or in part for up to five years. The Department estimates that the average annual spending volume will be approximately $74 million. This estimated volume is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchases under a contract, if any. Customers include State Agencies and Florida Eligible Users as listed in the Definitions section of this RFP. The Department reserves the right to award a contract to one or more Vendors, for all or part of the work contemplated by this solicitation, as determined to be in the best interest of the State.

1.3 Scope

The scope of Products for any contract resulting from this RFP are described in the table below. Additional information related to the scope and requirements from any contract resulting from this RFP are listed in Section 4, Scope of Work.

Products Categories
Breakroom & Cleaning Supplies
Folders, Binders & Accessories
Office Consumables (Art, Educational & Envelopes)
Office Equipment
IT Peripherals
Paper - Other (fewer than 10 cartons per order)
Paper – White, Recycled & Virgin (fewer than 10 cartons per order)
Toner (Original Equipment Manufacturer)
Toner (Remanufactured)

1.4 Purchases Outside of Florida

With the consent of the awarded Contractor(s) resulting from this RFP, other entities, not precluding those located outside the State of Florida, may make purchases from the resulting Contract(s) under the terms and conditions stated in this solicitation. Purchases made under the resulting Contract(s) will be governed by the laws, rules, and regulations of the purchasing entity.

1.5 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1000 and Form PUR 1001 are incorporated by reference. Where in conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

1.5.1 Brand Name Product(s)

Products that are identified by a specific manufacturer and are not considered Generic or private label Products. Brand Name Products may also be referred to as national brand Products.

1.5.2 Climate Friendly Product(s)

Products that are a lesser or reduced source of greenhouse gas emissions when compared to competing commodities that serve the same purpose. Climate Friendly Products promote waste reduction and reuse.

1.5.3 Confidential Information

Any portion of a Respondent's documents, data, or that the Respondent claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority, and is clearly marked "Confidential".

1.5.4 Contract

The agreement that results from this competitive solicitation, if any, between the Department and the Contractor.

1.5.5 Contractor

The Vendor that enters into a Contract as a result of this solicitation.

1.5.6 Customer(s)

State Agencies and Florida Eligible Users.

1.5.7 Department

The Department of Management Services.

1.5.8 Desktop Location

The physical location of a Customer. For example: Bldg. 4050, Office 360G.

1.5.9 Florida Eligible User(s)

As defined in Rule 60A-1.005, Florida Administrative Code.

1.5.10 Generic Product

A Generic Product is comparable to a Manufacturer or Brand Name Product's intended use, size, quality, and performance characteristics that does not provide a market branding. Generic Products may also be referred to as private label Products.

1.5.11 Global Trade Identification Number (GTIN)

The Global Trade Identification Number (GTIN) is a globally unique 14-digit number used to identify trade items, Products or services. GTIN is also an umbrella term that

refers to the entire UCC.EAN data structures. The entire family of data structures within the GTIN is: GTIN-12 (UPC).

1.5.12 Manufacturer's Suggested Retail Price (MSRP)
The Manufacturer's Suggested Retail Price (MSRP). It represents the manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the Customer for specific Commodities or equipment models, and services without benefit of a contract resulting from the solicitation, if awarded. MSRPs shall be formally published by the manufacturer, publicly listed and available, and verifiable by the Department.

1.5.13 MyFloridaMarketPlace
MyFloridaMarketPlace (MFMP) is the State of Florida's eProcurement system.

1.5.14 Product(s)
An item that may be a Product or Commodity which includes service, technology or software. The term Products and Commodities can be used interchangeably throughout this RFP.

1.5.15 Product Categories
Product Categories specific to this RFP (Office Consumables, Toner, etc.).

1.5.16 Product Group
Product Group specific to this RFP (Brand Name or Generic Products).

1.5.17 Proposal
The Vendor's response to this solicitation.

1.5.18 Respondent
A Vendor who submits a Proposal to this Request for Proposals (RFP).

1.5.19 Responsive Proposal
As defined in subsection 287.012(26), Florida Statutes, means a proposal submitted by a responsible and responsive Vendor that conforms in all material respects to the solicitation.

1.5.20 Responsible Vendor
As defined in subsection 287.012(25), Florida Statutes, 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.

1.5.21 State
The State of Florida.

1.5.22 State Agencies
For purposes of this RFP, State Agencies, as defined in section 287.012(1), Florida Statutes.

1.5.23 State Holiday

An observed and paid State holiday. A complete listing can be found here: http://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_hr_practitioners/2016_state_holidays

1.5.24 Universal Product Number (UPC)

The Universal Product Number is a type of code printed on retail product packaging to aid in identifying a particular item. It consists of two parts – the machine-readable barcode which is a series of unique black bars and the unique 12-digit number.

1.5.25 UNSPSC

An acronym for the United Nations Standard Products and Services Code.

1.5.26 Vendor

The entity that is in the business of providing a Commodity or service similar to those within the solicitation.

1.5.27 Vendor Bid System

The official internet system of record for this solicitation.

1.6 RFP Award Process

The RFP award process is divided into two phases. The mandatory qualifications phase is the Department's initial determination whether a Respondent is responsible and responsive. The evaluation phase is completed in two parts. During the evaluation phase, technical responses will be scored by independent evaluators with the evaluation criteria set forth in this RFP. The Procurement Officer will score the Respondent's references, financials and price. The Department may award a contract to the responsible and responsive Vendor(s) whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price, qualifications and other criteria set forth in this RFP.

This space left intentionally blank.

1.7 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Respondent to check for any changes to the Timeline of Events. All changes to the Timeline of Events, if any, will be made by issuing addenda to the solicitation and posted on the VBS.

Timeline of Events	Event Time (ET)	Event Date
RFP posted on the VBS and in the MFMP Sourcing Application		7/05/16
Non-Mandatory Pre-Proposal Conference/MFMP Training Event 4050 Esplanade Way, Suite 380K, Tallahassee, FL 32399-0950 Conference Call Number: 888-670-3525 Participant Code: 8912126970 Webinar Info: Office Supplies RFP Webinar	10:00 A.M.	7/12/16
Deadline to submit questions within the MFMP Sourcing Application via the Messaging Tab	10:00 A.M.	7/14/16
Anticipated posting of answers to Respondents' questions to the solicitation on the Vendor Bid System		8/02/16
Deadline to submit a Proposal, including all required documents in the MFMP Sourcing Application	10:00 A.M.	8/16/16
Proposal Opening 4050 Esplanade Way, Room 380K, Tallahassee, FL 32399-0950	10:01 A.M.	8/16/16
Evaluators Public Meeting 4050 Esplanade Way, Room 380K, Tallahassee, FL 32399-0950 Conference Call Number: 888-670-3525 Participant Code: 8912126970	10:00 A.M.	9/12/16
Anticipated date to post Agency Decision		9/13/16
Anticipated Contract start date		11/15/16

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

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

1.8 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this RFP until the contract award is made. All emails to the Procurement Officer should contain the solicitation number and name in the subject line of the email.

Procurement Officer for this RFP is:
Jessalyn Tillman
Bureau Chief of Goods and Services, Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
Phone: (850) 487-3977
Email: Jesse.Tillman@dms.myflorida.com

1.9 Addenda to the RFP

The Department reserves the right to modify this RFP by issuing addenda. Addenda will be posted on the Vendor Bid System (VBS). It is the responsibility of the Respondent to regularly check for addenda to the RFP. The Respondent is solely responsible for determining whether addenda to the RFP have been issued and for reviewing impact of addenda on the RFP.

1.10 Must, Shall, Will and Is Required

Although this solicitation uses terms such as "must", "shall", "will", and "is required", and may define certain items as requirements, the Department reserves the right, in its discretion, to waive any minor irregularity, technicality, or omission if the Department determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a proposal. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a proposal containing a deviation or omission will be considered for award of this procurement. The Department may reject any proposal not submitted in the manner specified by this solicitation.

1.11 Non-Mandatory Pre-Proposal Conference/MFMP Training Event

A non-mandatory pre-proposal conference/MFMP training event will be held to discuss how to view and respond to solicitations in MFMP Sourcing. The pre-proposal conference/MFMP training event will be held at the date and time specified in the Timeline of Events. Attendance is optional, but encouraged. Vendors can attend the webinar from their computer, tablet, or smartphone by clicking the link found in the Timeline of Events at the time of the training. A pdf of the presentation is available here. If you are unable to attend the training, the MFMP team offers many other training resources, including recorded, online trainings and job aids; view them on the MFMP for Vendors website. Public meetings conducted during the course of this solicitation are open to members of the general public, current Vendors, potential Respondents and interested persons.

This space left intentionally blank.

1.12 Commitment to Diversity in Government Contracting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by woman-, veteran-, and minority-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects certified business enterprises with private corporations for business development mentoring. The Department strongly encourages firms doing business with the State of Florida to consider participating in this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. The Respondent can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

1.13 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's ADA Coordinator at (850) 922-7535 at least five workdays prior to the scheduled event. Any person that is hearing or speech impaired may contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.14 No Alternate Proposals

Only one Proposal may be submitted by each Respondent. Respondents that wholly or partially own one or more subsidiaries or affiliates, each with its own Brand, may submit only one Proposal on behalf of one Brand regardless of the number of Brands, subsidiaries or affiliates owned or controlled by the Respondent.

1.15 Proposal Disqualification

Respondent(s) whose responses to Mandatory Requirements, references, or other information relating to past performance or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which Proposals meet the requirements of this solicitation, and which Respondents are responsive and responsible. Each Respondent must meet the requirements and possess the experience and personnel resources to provide the Products/services described in this RFP to be eligible for award. The Department reserves the right to request additional information pertaining to the Respondent's ability and qualifications to provide the Products/services described in this RFP, as deemed necessary during the RFP or after contract award, if any.

1.16 Disclosure of Proposal Contents

After the Respondent has submitted its Proposal and the deadline for the Proposal submission has passed, all documentation submitted in response to the RFP will become the exclusive property of the Department and may not be removed by an employee or agent of the

Respondent. All Proposals will become the property of the Department and will not be returned to the Respondent.

1.17 Respondent Confidential Information

The following subsection supplements section 19 of the PUR 1001. If the Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the Respondent must provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. The redacted copy must state the Department's solicitation name and number, and the Respondent's name on the cover, and must clearly state that it is a "Redacted Copy." The Redacted Copy must be provided to the Department at the same time the Respondent submits its response to the solicitation, and must only redact those portions of the response that are claimed to be confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its redaction of portions of its response it claims are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce all documents, data or records submitted by the Respondent in answer to a public records request for these records.

This space left intentionally blank.

Section 2 Instructions to Respondents (General and Special)

2.1 General and Special Instructions

Section 2 contains the General Instructions to Respondents, Special Instructions, information concerning the Solicitation Application, and Mandatory Requirements. The PUR 1001, The General Instructions to Respondents, is incorporated by reference and provided at: http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf. In the event of conflict between the General Instructions and Special Instructions, the Special Instructions shall have priority.

Respondents must have a current vendor registration and be active for Sourcing Events within the MFMP Vendor Information Portal at https://vendor.myfloridamarketplace.com/ to be eligible to provide a proposal to the RFP. The Department will not consider or evaluate submissions that are not submitted in the MFMP Sourcing Application. The Department will not consider late Proposals. Respondents are responsible for submitting their Proposals by the date and time specified in the Timeline of Events section of this solicitation.

2.2 Online Solicitation Application

2.2.1 General Information

The Department conducts competitive solicitations using the MFMP Sourcing Application.

Respondents shall submit responses electronically at: https://sourcing.myfloridamarketplace.com/Sourcing/Main.

The VBS is the State's online posting application for solicitation advertisements and supporting documents which can be found at: http://www.myflorida.com/apps/vbs/vbs_www.main_menu.

To join the event in the MFMP Sourcing Application and post questions related to the solicitation, Respondents must review and accept the agreement to use the MFMP Sourcing Application (see instructions below).

2.2.2 Sourcing Instructions and Training

2.2.2.1 After logging into the MFMP Sourcing Application, the "My Events" section lists events the Vendor has chosen to "Join" (i.e., you intend to submit a formal response).

2.2.2.2 "Public Events" lists those events associated with the commodity codes for which the Vendor registered in its Vendor Information Portal (VIP) account, but which the Vendor has not yet "Joined."

2.2.2.3 Joining an event moves the event from "Public Events" to "My Events," allows the Vendor to submit questions about the event, and alerts the Vendor to any associated updates (e.g., event edits, etc.).

2.2.2.4 Vendors must join an event to submit a response to the solicitation. To "Join" an event, Vendors must login with their user name and password.

2.2.2.5 To respond to a solicitation, Vendors must review and accept the electronic agreement on the "Review and Accept Agreement" page by clicking the radio button next to, "I accept the terms of this agreement." The Sourcing acceptance acknowledgement agreement is a general agreement that prospective Respondents accept the broad overall requirements of the solicitation as being focused on the product/service sought, and the general requirements of how the Department seeks delivery of that product/service. It is a preliminary acknowledgement of the terms and conditions (T&C) of the solicitation. It is not a legally binding agreement that all T&C are accepted as is, without further question, clarification, or negotiations.

2.2.2.6 No Respondent is bound by the contract conditions outlined in the solicitation until the final award occurs.

2.2.2.7 When responding to a solicitation, Vendors should save work frequently – at intervals less than 20 minutes. The MFMP Sourcing Application automatically "times out" after 20 minutes of inactivity. Any unsaved information will be lost when the system times out.

2.2.2.8 Clicking the "Save" button within the MFMP Sourcing Application only saves solicitation responses.

2.2.2.9 To transmit responses to the State, Respondents must make a specific choice to do so by selecting the "Submit Entire Response" button.

2.2.2.10 After clicking the "Submit Entire Response" button, Respondents are responsible to verify and validate any submitted response in the MFMP Sourcing Application to assure their responses are accurate and complete prior to the solicitation's closing time.

2.2.2.11 Respondents should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised responses.

2.2.2.12 To validate responses, Respondents must take the following actions before the Solicitation period ends.

2.2.2.13 Click the "Response History" link to confirm that the "submitted" response is visible, and therefore formally submitted.

2.2.2.14 Confirm that a status of "Accepted" displays next to the submitted response.

2.2.2.15 Click on the Reference number of the submitted response to review the submission.

2.2.2.16 Check the following elements (if applicable):

2.2.2.16.1 Text boxes – Is the entire answer viewable?

2.2.2.16.2 Yes/No questions – Are the displayed answers correct?

2.2.2.16.3 Attachments – Did the attachments upload correctly?

2.2.3 Additional Information Regarding the MFMP Sourcing Application

For technical assistance, Vendors may contact the MyFloridaMarketPlace (MFMP) Vendor Help Desk at (866) 352-3776 or by email at: VendorHelp@MyFloridaMarketPlace.com.

For additional information regarding vendor online training or to view MFMP Sourcing training documents, please see below:

Online Training: http://www.dms.myflorida.com/mfmp/vendor/recordedtraining

MFMP Training Materials:
http://www.dms.myflorida.com/mfmp/vendor/trainingmaterials

2.3 Mandatory Requirements

Respondents must comply with all Mandatory Requirements set forth in this section in order for their Proposal to be evaluated for award. The Department will not further evaluate Proposals from Respondents that answered "No" to any of the Mandatory Requirements or that fail to upload the required documentation listed in the following sections.

2.3.1 Qualification Questions

Respondents shall submit a Yes/No response to the following Qualification Questions within MFMP Sourcing. A Respondent must meet the requirements identified and certify their compliance with the requirements through the following questions in order to be considered responsive and responsible. Respondents that answer "no" to any of the Qualification Questions shall be deemed non-responsive.

Qualification Questions
1. Does the Respondent certify that it is authorized to respond on behalf of its company to this RFP?
2. Does the Respondent certify that it is not on the Discriminatory or Convicted Vendors list as defined and identified in the PUR 1001?
3. Does the Respondent certify that it is not on the DMS Suspended Vendor List?
4. Does the Respondent certify that it is not on the Scrutinized Companies list as specified in Section 287.135 Florida Statutes?
5. Does the Respondent certify that its company has a current and active registration with the Florida Department of State, Division of Corporations, accessible at the following website: http://sunbiz.org/?
6. Does the Respondent agree: **A.** To provide delivery on a statewide basis within two business days for orders placed by 4:00 PM ET; and **B.** To provide F.O.B., the place of destination, freight prepaid, terms for the Desktop Location, or alternate location specified by the Customer; and **C.** To not impose delivery charges for orders above $25.00 for the life of the contract, including all contract renewals and extensions excluding furniture deliveries; and

Qualification Questions
D. To not impose a delivery charge greater than $40.00 for furniture deliveries? Furniture deliveries includes inside delivery, set-up, and removal of packing debris; and **E.** To deliver to the Desktop Location, or alternate location as specified by the Customer, at no additional cost?
7. Does the Respondent agree to maintain the service levels described and measured in Section 4.3, Deliverables?
8. Does the Respondent agree to provide full credit and no restocking fee to Customers on all returns that meet the following conditions: **A.** All products in original packaging and in sellable condition. Original packaging may not have the Customer's writing located on any Products. **B.** Products are returned within 30 calendar days of delivery. **C.** Products are returned due to damage, incorrectly shipped, or due to a vendor's order entry error?
9. Does the Respondent agree to cap restocking fees for all other reasons not listed in the Qualification Question 8 and agree that the fee shall not exceed 10% of the value of the Products needing re-stocking?
10. Does the Respondent agree to provide the Department's Contract Manager with monthly, quarterly and ad hoc Microsoft Excel compatible reports as listed in Section 4, Scope of Work?
11. Does the Respondent agree to provide a single point of contact for each Customer (Note: point of contact individual may support multiple Customers/locations)?
12. Does the Respondent agree to provide customer service representatives and technical resources by phone (toll-free), fax, and email to handle all orders and mitigate order-related technical issues from 8:00 AM to 5:00 PM ET, Monday through Friday, excluding State of Florida holidays?
13. Does the Respondent agree to: **A.** Provide a packing label on the outside of each package shipped that contains the following information at a minimum: Customer Name, Physical Address, Delivery Address, and Telephone Number? **B.** Provide a packaging slip in the inside of each package shipped that contains the following information at a minimum: line item description, quantity ordered, quantity shipped, backordered products with expected delivery date, unit price, number of parcels, and purchase order or delivery order number?
14. Does the Respondent agree to provide at the Customer's request the necessary training at no additional cost, on all aspects of ordering, Product delivery, Product returns and customer service processes?
15. Does the Respondent agree to not replace any ordered Product with an alternate Product without the prior consent of the Customer (e.g., no forced substitutions) and if the Customer agrees to use a higher-priced Product to fill the order, the Customer will be billed at the lower price of the Product that was out of stock, not the higher priced Product?

Qualification Questions
16. Does the Respondent agree to provide a Product list with a minimum of 10,000 Products that covers the scope of this contract as listed in Section 4, Scope of Work?
17. Does the Respondent agree to provide a punch-out catalog for State Agencies within 60 calendar days of Contract award that contains only Products that are in the scope of the awarded Contract?
18. Does the Respondent agree to provide an online catalog, for FL Other Eligible Users, within 60 calendar days of Contract award that contains only Products that are in the scope of the awarded Contract?
19. Does the Respondent, if awarded, agree to register and complete an electronic Florida Substitute Form W-9 prior to contract execution? The Internal Revenue Service (IRS) receives and validates the information Vendors provide on the Florida Substitute Form W-9. For additional information, please visit: https://flvendor.myfloridacfo.com/
20. Does the Respondent agree to provide a marketing plan for Customers, if requested by the Department?
21. Does the Respondent agree to accept all terms and conditions listed in the RFP, draft contract and General Contract Conditions with no exceptions?

2.3.2 Recycled and Climate Friendly Products

The State supports and encourages initiatives to protect and preserve our environment. Respondents shall submit as part of its response, information related to supporting the procurement of materials with recycled content, climate friendly products and the intent of Section 287.045, Florida Statutes.

2.3.3 Product List

Respondents are required to submit with their response an electronic copy of their complete Product list, providing a minimum of 10,000 Products that they intend to provide Customers under the awarded contract. This Product list will not be used in the evaluation of the Respondents' Proposal. The Product list will serve as the Contractor's catalog and prices for the first year of the awarded contract. The Product list must include Quarter 3 2016 S.P. Richards' price for Products. Where there is no S.P. Richards' price available, the MSRP shall be listed. If the Product is a Generic Product, then the Respondent is considered the Product manufacturer and their established, reasonable price shall be listed. At a minimum, Respondents should include the following fields in the Product list: Product Category, Product Description, Brand Name or Generic Product, UPC, GTIN (if available), Manufacturer Name, Manufacturer Number, SKU/Item Number, Unit of Measure, S.P. Richards Quarter 3 2016 Price or MSRP, MSRP % discount and final sell price to the Customer. Each Product Category must be listed on a separate tab in the Respondent's product list. Ex: Office Supplies on Tab 1, Toner on Tab 2, etc.

2.3.4 Required Documentation

Respondents must upload an electronic copy of the following required documentation in the MFMP Sourcing Application. Scanned copies of original documents are acceptable, except for Attachment C, Price Proposal and the Products List, as noted below. MFMP accepts file sizes up to 20 Megabytes in size. All documents and certifications must be current and in effect.

Attachment A, Technical Proposal and Evaluation Criteria
Attachment B, Vendor Reference Form
Attachment C, Price Proposal – Excel only
Attachment D, Certification of Drug-Free Workplace Form
Attachment E, Scrutinized Companies Form
Attachment K, Ordering Instructions Form
Attachment L, Vendor Information Form
Product List (10,000 Product minimum) – Excel only
Dun & Bradstreet Supplier Qualifier Report
Department of State Registration

Note: Solicitation forms not mentioned in the section above are required after contract award, prior to contract execution.

2.4 Evaluation Criteria and Scoring

Responses shall be evaluated and scored as per the sub-sections noted below:

2.4.1 Technical Proposal and Evaluation Criteria (Attachment A)

Attachment A to the RFP contains the requirements and evaluation criteria for the Respondent's Technical Proposal to this RFP. Respondents shall submit their Technical Proposal using Attachment A in accordance with the instructions contained in Attachment A. To facilitate the Respondents' submission of their Technical Proposal, Attachment A is a Word Document that must be completed electronically for uploading into the MFMP Sourcing Application.

Each Proposal determined to be in compliance with all mandatory requirements will be independently evaluated using the criteria and points scale outlined in Attachment A. Each Technical Proposal will be independently scored by at least three appointed evaluators who have experience and knowledge of the services required by this RFP.

The Department will evaluate only the information submitted in response to this RFP within the MFMP Sourcing Application.

The responses to each section will be evaluated and awarded points based on the point structures for each section as stated in Attachment A. The following total points are possible for a Technical Proposal:

Criteria Number	Criteria Title	Total Possible Score
1	Customer Service	40
2	Disaster Recovery, Part 1	30
3	Disaster Recovery, Part 2	30
4	Retail Stores	20
5	Lowest Price, Recycled Content and Climate Friendly Products	50
6	Reporting Capabilities	30
7	Contract Transition	30
Total Possible Technical Proposal Score		**230**

2.4.2 Respondent Reference Form (Attachment B)

The Respondent Reference Form(s) submitted in response to this RFP will be scored by the Department. The Respondent must demonstrate providing similar Products and services to three different Customers, for a minimum of three years, per reference. The Department will make two attempts to contact each Respondent reference. Any missing ratings, missing forms, or illegible information will result in zero (0) points assigned for the missing or illegible item. Information provided by references to the Department's Procurement Officer will be recorded and scored on the Evaluation Questionnaire for References. Each Vendor reference form is worth a total of 10 points, totaling 30 possible points for references. The Department will total all of the Respondent's reference scores to determine the final Respondent's Reference Score.

The Respondent Reference Form(s) will be scored by the Department in accordance with the ratings received by the Respondent's selected references and in accordance with the following scale:

Reference Check Outcome	Points Assigned
Failure to a submit Vendor Reference Form or missing sections	0
Poor	2
Fair	4
Adequate	6
Very Good	8
Excellent	10

This space left intentionally blank.

2.4.3 Financials

The Department requires submission of the Respondent's D&B Supplier Qualifier Report prepared by Dun & Bradstreet (D&B). The D&B Supplier Qualifier Report is a standard report detailing financial and operational capability. The D&B Supplier Evaluation Risk Score will be scored by the Procurement Officer.

The Respondent shall request the SQR report from D&B at:
https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

i Respondents who have an existing D&B account will need to click the "find your company" link of the left side of the page.
ii Enter the Respondent's Duns Number. If the Respondent does not know the company's Duns number, the Respondent may use the search feature to find it.
iii Confirm Registration.
iv Enter payment method, information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.
v Respondents who do not have an existing D&B account can click on the following link to register: https://www.dandb.com/product/companyupdate/companyupdateLogin?execution=e1s1

Once the process is complete, an electronic copy of the SQR report shall be submitted as part of the Respondent's response within the MFMP Sourcing Application. The Respondent is required to keep a copy of the submitted report and submit a copy as part of the response to this RFP. The Respondent shall not modify the original format of the D&B report.

Since the SQR report shall be a part of the Respondent's response, Respondents are advised to allow sufficient time before the Proposal due date for D&B processing. Respondents should allow a minimum of 10 business days for D&B to process the report.

If a D&B SQR report cannot be generated by D&B, the submission will receive a score of zero (0) (Highest Risk Rating) for financial status.

The Department will use the following rating scale when evaluating the financial viability of the Respondent:

SQR Supplier Evaluation Risk Score	Points Assigned
9	20
7-8	40
4-6	60
2-3	80
1	100

2.4.4 Price Proposal (Attachment C)

Respondents shall download Attachment C, Price Proposal, complete Tab 1 and Tab 2, Section 1, subsection B, and upload in an Excel format within the MFMP Sourcing Application. Respondents shall provide a Price Proposal for statewide coverage and provide a discount off MSRP for all Product Categories, including Brand Name and Generic Products, for the initial and renewal terms. The initial term is worth a total of 180 possible points. The renewal term is worth a total of 60 possible points. The overall Price Proposal is worth a total of 240 possible points.

Respondents are encouraged to offer volume discounts on Tab 3. The auditing costs and volume discounts will not be scored.

Respondents shall input the Respondent Name and the discount off MSRP in the light yellow cells in Attachment C. All discounts must be a whole percentage with no decimal place (%; e.g., 15%). Negative percentages or ranges shall not be accepted.

Respondents' are awarded the grand total calculated points for Name Brand and Generic Office Supplies based on the sum of the calculated points received for the initial and renewal terms for each Product Category (section 2.4.4.1).

2.4.4.1 Points Calculation

The Respondent's grand total calculated points are determined by the following:

Pricing Formula
(1) Weighted Points X Discount % = Term Points per Product Category
(2) Initial Term + Renewal Term Points per Product Category = Calculated Points
(3) Sum of Calculated Points per Product Category = Respondent's Total Calculated Points per Product Group (Name Brand Products and/or Generic Products)
(4) Total Calculated Points for Name Brand Products + Total Calculated Points for Generic Products = Respondent's Grand Total Calculated Points
Total Possible Grand Total Calculated Points = 240

This space left intentionally blank.

2.5 Methodology for Selection

The Department will average the Technical Proposal scores to determine each Respondent's Final Technical Score.

The Department will combine the Respondent's Final Technical Score, Respondent's Grand Total Calculated Points for price, Reference Score and Financials Score to determine the Respondent's Final Evaluation Score.

Criteria Title	Total Possible Score
Technical Proposal	230
References	30
Financials	100
Price Proposal (180 points initial term and 60 points renewal term)	240
Total Possible Proposal Score	**600**

2.6 Basis of Award

The Department will make an award(s) to the responsible and responsive vendor(s) whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the Request for Proposals.

2.7 Contract Formation

The Department intends to award a contract using the terms and conditions listed in this RFP and Attachment H, Draft Contract and Attachment I, General Contract Conditions. No additional documents submitted by a Respondent will be incorporated into the contract unless they are specifically identified and incorporated by reference in the contract.

This space left intentionally blank.

Section 3 General Contract Conditions

Section 3 contains the General Contract Conditions. The General Contract Conditions are listed as Attachment I to this RFP. In the event of conflict between the General Contract Conditions and PUR1000, the General Contract Conditions listed will govern, unless the conflicting terms in the General Contract Conditions, Attachment I are required by Florida law.

3.1 Order of Precedence

In the event conflict exists among the documents comprising the RFP, the conflict will be resolved in the following order of priority (highest to lowest):

1. Addenda, in reverse order of issuance
2. Scope of Work (Section 4)
3. General Contract Conditions (Attachment I)
4. General Contract Conditions (Section 3)
5. Evaluation Criteria and Scoring and Methodology for Selection (Sections 2.4 and 2.5)
6. Attachments to this RFP (Section 5)
7. Introduction (Section 1)

This space left intentionally blank.

Section 4 Scope of Work

4.1 Product Categories

Examples of Product Categories contained in the scope of this solicitation are included the table below. The table below is not meant to provide a comprehensive list of Products included in scope; it describes the most common types of Products (Product Sub-Categories) contained within each Product Category. Please note that calendar related items will be replaced yearly with the next calendar year's version within the same Product category and related discount. The Department and the Contractor during the contract period may mutually agree to align any missing or new Product sub-categories or services into the Product Categories listed below. The Department may use the S.P. Richards Product Categories and other Product wholesalers as a point of reference during this process.

Product Category	Product Sub-Categories
Breakroom & Cleaning Supplies	• Hand Sanitizer, Paper Towels, Lysol Spray, Wipes, Dusters and Facial Tissue, Wastebaskets, Safety Supplies, All Wipes, Hand Soap, Knives, Cutters, Blades and Scrapers
Folders, Binders & Accessories	• Manila File Folders, Hanging File Folders, Fastener Folder, Classification Folders, View Binders, Ring Binders, and Accessories
Office Consumables (includes Art, Educational & Envelopes)	• Adhesives, Glues, Gluesticks, Adhesive Removers • Appointment Books, Phone Message Books, Statement Books, Fax Message Books, 'While You Were Out' Books, Forms, Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets • Archive Boxes, Cardboard Boxes, Storage Containers • Award Frames, Displays, Plaques, Certificates • Badges, Badge Holders, Lanyards • Batteries, Chargers, • Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubber bands, Scissors, Shears, Cutters, Trimmers, Hole Punches (non-electric) • Binders, Combs, Rings, Spines • Book Cases, Book Ends, Book Shelves • Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards • Calendars, Desk pads, Refills, Planners • Calculator Ink, Calculator Spools, Adding Machine Tape, Cash Register Tape • Camera Film, Photo Paper • Chair mats • Clocks, Hooks, Lamps • Correction Fluid, Correction Tape, Correction Pens • Cups, Spoons, Forks, Plates, Bowls • Dusters, Computer Dust-off, All Wipes, Lysol, Clorox, Hand Soaps, Windex, Air Freshener, Dust Pans, Cleaning Supplies • Erasers, Dry-Erase Erasers, Chalk, Crayons • Ink Pads, Refills, Stamps • Knives, Cutters, Blades, Scrapers • Labels, Label Holders

Product Category	Product Sub-Categories
	• Mailing Tubes, Mailing Tubs, CD Mailers, Packaging, Fingertips, Letter Openers, Moistener • Markers, Highlighters • Envelopes • Notebooks, Notepads, Pads of Paper, Post it Notes, Art Paper, Construction Paper, Crepe Paper • Office Organizers, Inboxes, Copyholders, Pen and Pencil Holders, Wastebaskets, Drawers, Desktop Shelves, Shredder bags, Extension Cords • Pencils, Pencil Erasers, Lead Refills, Pencil Sharpeners, Pens, Pen Refills • Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles • Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, Index Cards, Business Cards, Card Holders, File Indexes, Tabs, Ledgers, Tab Reinforcement, Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards, Flag Tape • Signs, Sign Holder, Flyer Holders, Racks, Literature Displays, Name Plates • Staplers, Staples, Staple Removers • Tape, Tape Dispensers, Embossing Tape, Velcro Products • Transparency Film, Transparency Paper, Laminating Supplies, Laminating Pouches • Safety Supplies • Art and Science Supplies
Office Equipment	• Calculators, Easels, Pencil Sharpeners, Dividers, Carts, Hand Trucks, Hole Punches, Label Makers, Laminators, Shredders, Typewriters, Printers and Furniture
IT Peripherals	• CDs, DVDs, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, Computer Bags and Cases, Mouse, Keyboards, Keyboard Pads, Mouse pads, Camera Bags, Camera Cases • Headsets, Headset Accessories, Headphones • Surge Protectors, UPS Power Supply • USB Drives, Flash Memory, Zip Disks • IT Hardware / Software
Paper – Other	• Art Paper, Construction Paper, Crepe Paper, Colored Paper, Computer Paper and Specialty Paper
Paper – White, Recycled & Virgin	• Paper – 20# White, Recycled and Virgin Copy Paper, minimum 92 bright
Toner – Original Equipment Manufacturer	• Original Equipment Manufacturer (OEM) - Toners, Cartridges, Fusers, Kits, Drums, Ribbons and Related Accessories • Brands include but are not limited to: Hewlett Packard, Dell, Lexmark, Cannon, Brother, etc.
Toner – Remanufactured	• Remanufactured - Toners, Cartridges, Fusers, Kits, Drums, Ribbons, and Related Accessories

4.2 Reports

The contractor shall submit the following reports:

4.2.1 Transaction Fee Reports

The awarded Respondent(s) from this Solicitation will be required to pay the required Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) business days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and training presentations available on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Vendor Help Desk by email at feeprocessing@myfloridamarketplace.com, or by telephone at 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM Eastern Time.

4.2.2 Contract Quarterly Sales Reports

The Contractor agrees to submit a Contract Quarterly Sales Report, Attachment J to the DMS Contract Manager in the format to be provided by the Contract Manager ten business days after the close of the State Fiscal quarter (September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel format. The report will include all sales (orders) from Customers received (associated with this contract) during the period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. If no orders are received during the period, the contractor must submit a report stating that there was no activity.

Data elements to be included in the Contract Quarterly Sales Report are as follows:

Data Element	Description
Order Date	The date the order was received by the Contractor.
Order Number	The identifier of the transaction that establishes the obligation for the Product or service. Typical Transactions may include purchase orders (PO) or Purchasing Card (PCard) transactions.
Product Category	Product Category specific to this RFP (Office Consumables, Toner, etc.)
Product Description	Nomenclature of the Product or service ordered.
Customer Type	Classification of the Customer (Drop-down Menu provided): • Agency, • FL OEU Cities & Counties • FL OEU Schools K-12

Data Element	Description
	• FL OEU College & Universities • FL OEU Not for Profit
Standard Product Code	An identifier used by the Office Supplies industry to describe the Product or service. UPC required, GTIN if available.
United Nations United Nations Standard Products and Services Code (UNSPSC)	Taxonomy of Products and services for use in eCommerce. It is a four-level hierarchy coded as an eight-digit number, with an optional fifth level adding two more digits.
Manufacturer	The original producer of the Product.
Manufacturer ID	The alpha numeric code established by the manufacturer for the Product.
Quantity	The amount of the Product or service ordered.
Unit of Measure	Standard unit or system of units by means of which a quantity is accounted for and expressed (e.g., each, set, box, case, etc.)
Unit Price	The cost of one unit of measure of an item.
Total Price	The price paid for the items ordered; calculated as the unit price multiplied by the quantity ordered. This field is pre-calculated, no entry is required.
Reference Price	The MSRP.
Savings Percentage	Pre-calculated field representing the percentage difference between total price incurred by the order verses the price that would have been paid without the benefit of this contract. Formula= ((Reference Price – Unit Price) / Reference Price)

4.2.3 Preferred Pricing Affidavit Requirement (Attachment G)

Pricing offered to the State of Florida for this solicitation shall be the best price available to the State and shall be comparable to or better than the best available pricing offered by the Respondent to similarly situated governmental entities. Other states similar in size and buying power to the State of Florida are California, New York and Texas.

The Department shall provide the Preferred Pricing Affidavit, Attachment G, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, prior to contract execution and at least annually, the completed Preferred Pricing Affidavit.

4.2.4 Savings/Reductions Form (Attachment F)

The Contractor shall submit one (1) accurately completed PUR7064-Savings/Price Reductions form, Attachment F containing the required savings information for each Product Category offered and a method(s) for the Department to verify the savings information provided within 10 business days following Notice of Award of the contract, upon each request to renew and/or extend the contract, or upon any action that establishes or adjusts the prices under the contract.

4.2.5 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises 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 or email: osdhelp@dms.myflorida.com.

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

4.2.6 Ad hoc Report

The Department may require additional ad hoc reports such as Contract sales information or special report requests. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

4.2.7 Backorder Fill Report

Upon request, the Contractor shall provide the Department a report within two business days providing the following: the Product name and Product ID, reason for shortage, and plan of action when delivery may be expected or suggested replacement. The Contractor will ship backorders within five business days of the original order, unless special circumstances apply.

This space left intentionally blank.

4.2.8 Reporting Schedule

The contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date(s)
MFMP Transaction Report	Calendar month	10 business days after close of the period
Contract Quarterly Sales Report	State Fiscal Quarter	10 business days after close of the period
PUR7064-Savings/Reductions Form	Required upon contract award, prior to contract execution and required for quarterly price adjustments	10 business days after each action that adjusts prices
Diversity Report [submitted to the Customer]	State Fiscal Year	10 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Ad hoc Report	As requested	Specific and reasonable timeframe
Backorder Fill Report	As requested	2 business days upon request

4.3 Deliverables

The deliverables and criteria for evaluating successful completion of each deliverable are listed below:

4.3.1 Delivery Timing

The Contractor shall maintain an on-time delivery rate of 95% or greater. On-time delivery will be defined as a delivery within two business days by 4:00 PM ET of order placement. The delivery timing rate is calculated by the number of orders multiplied by two business days and then divided by the sum of all business days to fill and deliver orders. The Contractor shall submit to the Department the monthly report in Microsoft Excel that details the on-time delivery rate. Example: 60 days multiplied by 2 = 120 and then divided by 122 business days = 98%.

4.3.2 Order Filled and Delivered

The Contractor shall maintain an order filled and delivered rate of 98% or greater. The order filled and delivered rate is calculated as the sum of Products filled and delivered divided by the total sum of Products ordered. The Contractor shall submit to the Department the monthly report in Microsoft Excel that details the order accuracy and fill rate. Example: 1,000 products filled and delivered divided by 1,015 products ordered = 98%.

4.3.3 Order Accuracy

The Contractor shall maintain an order accuracy rate of 98% or greater. The order accuracy rate is calculated as 1 minus the sum of mishipped Products divided by the

total sum of Products ordered. The Contractor shall submit to the Department the monthly report in Microsoft Excel that details the order accuracy rate. Example: 1 minus 6 mishipped products divided by 600 products orders = 99%.

4.4 Financial Consequences

The Contractor is required to meet the deliverables listed in Section 4.3. The Contractor is required to meet minimum service levels on standard contract orders only, special/custom orders are excluded. Failure to meet the specified deliverables will result in the financial consequences to the State as shown in the chart below.

Deliverable	First Failure	Second Failure	Third Failure	Fourth Failure	Fifth Failure*	Each Additional Failure
Submission of required reports	$0	$500	$500	$1,000	$2,000	$3,000
Delivery Timing Less than 95% on time	$0	$500	$1,000	$1,000	$2,000	$3,000
Order Filled and Delivered Less than 98% filled and delivered	$0	$500	$1,000	$1,000	$2,000	$3,000
Order Accuracy Less than 98% accurate	$0	$500	$1,000	$1,000	$2,000	$3,000

*If the Contractor fails to meet the deliverables five or more times in a 12 month contract period, the State shall have grounds to initiate contract breach and termination proceedings.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each 12 month period beginning with the first full month of contract performance and every 12 months thereafter.

4.5 Business Review Meetings

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

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

4.6 Punch-out Catalog and Electronic Invoicing

Within 60 calendar days after contract execution, the Contractor shall supply a punch-out catalog. The punch-out catalog provides an alternative mechanism for suppliers to offer the State of Florida access to Products awarded under the Contract. The punch-out catalog also allows for direct communication between the MyFloridaMarketPlace eProcurement System (MFMP) and a supplier's ERP system, which can reflect real-time Product inventory/availability information.

Through utilization of the punch-out catalog model, a Customer will "punch out" to a Contractor's website. Using the search tools on the supplier's Florida punch-out catalog site, the Customer selects the desired Products and services. When complete, the Customer exits the supplier's punch-out catalog site and the shopping cart (full of Products and services) is "brought back" to MFMP. No orders are sent to a Contractor when the Customer exits the supplier's punch-out catalog site. Instead, the chosen Products and services are "brought back" to MFMP as contract line items. The Customer can then proceed through the normal workflow steps, which may include adding/editing the items to a requisition or a purchase order. An order is not submitted to a supplier until the Customer actually adds the line items to a requisition and the purchase order is approved and sent to the supplier.

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below. Suppliers can select the method that best meets their capabilities from the following list:

4.6.1 cXML (commerce eXtensible Markup Language)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog Products and services. The cXML format is the Ariba preferred method for eInvoicing.

4.6.2 EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog Products and services.

4.6.3 PO Flip via ASN

The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog Products and services. Suppliers have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby

grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the Punch-out Catalog and Electronic Invoicing.
The Contractor is required to provide additional Ordering Instructions on the Ordering Instructions Form, Attachment K to identify persons responsible for answering questions about the response and administering the Contract and shall provide information necessary for placing orders under the Contract.

4.7 Price Adjustments

The discount proposed for each Product Category shall remain the same throughout the term of the Contract and for all renewals and extensions. The Contractor must maintain prices for Brand Name and Generic Products for the first year of the Contract as proposed in the Products List. All pricing must be verifiable and auditable.

After the first anniversary of the Contract award, the Contractor can request the Department to approve updated Product final sell prices that reflects any updates to the S.P. Richards' list, or Product manufactures' prices if S. P. Richards is not available, or the Contractor's price for Generic Products. The Contractor can submit updated price lists for approval on a quarterly basis on January 1, April 1, July 1, and October 1 of each calendar year. There will be no retroactive price increases allowed. If S.P. Richards', the Product manufacturers, or the Contractor's prices decrease, the Contractor shall submit to the Department a revised Product List on a monthly basis that reflects the lower prices for Department review and approval. Once approved, the Contractor shall update all systems to provide Customers the lower pricing effective immediately.

4.8 State of Florida Online Catalog

In addition to the Contractor's punch-out catalog in MFMP, the Contractor shall provide a specific online ordering portal (referred to as the online catalog) for Florida Eligible Users. The Contractor will, within 60 calendar days of Contract execution, make available the online catalog that contains only Products that are in the scope of the awarded Contract.

4.9 Contract Products

The Contractor shall only offer Products awarded from this RFP on the Contractor's punch-out and online catalogs for the State of Florida. Products shall be clearly designated as "Contract Items" in the catalogs. Non-Contract Products will not be permitted and cannot be purchased under this contract.

4.10 Third Party Audits

The Contractor shall obtain a third party firm at no additional cost to the State to conduct external price audits on this contract. The Contractor shall contract with a third party firm (to be approved by the Department) to conduct a quarterly random sampling (a minimum of 500 items

per quarter) of contract items to confirm the accuracy of S.P. Richards Price or MSRP, MSRP % discount and final sell price. Specifically, the third party firm will confirm the prices displayed on the Contractor's website are equal to or less than the contract terms. The third party firm shall provide a quarterly report to the Department indicating a Price Accuracy Percentage Rate of 98% or higher. The Price Accuracy Percentage Rate shall be calculated using the following formula: the total sum of the contract price for 500 products sampled divided by the total sum of the purchase price for 500 products. Example: $5,050 divided by $4,900 = 103%. At a minimum, the quarterly report will identify items not in compliance with the contract terms, provide the date of the audit, and screenshots of the items on the Contractor's website that were not in compliance with the contract terms. If the Department deems it is in the best interest of the state, the Department reserves the right to increase the frequency of the Third Party Audit.

4.11 Volume Discounts

On each anniversary of the contract effective date, the Department will evaluate the total Contractor reported sales for the previous 12 month period. The Department will then review the Contractor's proposed volume discount table submitted in their Proposal to determine if any additional volume discounts need to be added to their contracted discount percentages for all Product Categories for the next 12 month period. Updated prices reflecting volume discount changes shall be effective 30 days after each anniversary of the contract effective date.

4.12 Purchasing Card Program

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

4.13 Promotions

The Contractor may conduct promotions involving price reductions. Promotions offered shall only be for contract items.

4.14 Recall(s)

In the event there is a recall of any of the Commodities, any of its components or any parts of Commodity, the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customer in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer give the Department and each Customer all reasonable assistance in locating and recovering any Products or recalled Products that are not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor, at its own cost, shall ensure defective Commodities are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions.

4.15 Contract Transition

Upon Contract expiration or termination, the incumbent shall ensure a seamless transfer of contract responsibilities with any subsequent Contractor necessary to transition the Products and services of this Contract. The incumbent Contractor and subsequent Contractor assume any and all expenses related to the contract transition.

This space left intentionally blank.

Section 5 Attachments

Attachment A	**Technical Proposal and Evaluation Criteria**
Attachment B	**Vendor Reference Form**
Attachment C	**Price Proposal**
Attachment D	**Certification of Drug-Free Workplace Form**
Attachment E	**Scrutinized Companies Form**
Attachment F	**PUR7064-Savings/Reductions Form**
Attachment G	**Preferred Pricing Affidavit**
Attachment H	**Draft Contract**
Attachment I	**General Contract Conditions**
Attachment J	**Contract Quarterly Sales Report**
Attachment K	**Ordering Instructions Form**
Attachment L	**Vendor Information Form**

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Request for Proposals (RFP)

Office Supplies

RFP No. 07-44111513-K

Addendum No. 2

August 8, 2016

Contained herein are the answers to the questions submitted to the Department of Management Services (Department). The Department hereby amends RFP No. 07-44111513-K as noted within this Addendum. For revisions, underline represents additions and strikethrough represents deletions. In the event of a conflict between the previously released information and the information contained herein, the information herein shall control. The information included in this addendum is now made part of this solicitation.

1. Section 1.18 Out of State Preference Letter from Attorney (if applicable) has been added:

In accordance with Section 287.084 Florida Statutes, any Respondent who states that its "principal place of business" is outside of this state shall submit with its response a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this RFP, "principal place of business" means the state in which the Respondent's high level officers direct, control, and coordinate the Respondent's activities.

2. Section 1.19 Protest of Terms, Conditions and Specifications has been added:

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for scoring responses, awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes this solicitation document, any addendum, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

3. Section 1.20 Protest of Notice of Intent to Award has been added:

Any Respondent desiring to protest the Notice of Intent to Award shall file any notice of protest and any subsequent formal written protest with the Agency Clerk, Department for Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within the time prescribed in section 120.57(3) Florida Statutes and Chapter 28-110, Florida Administrative Code. Please copy the Procurement Officer on such filings. Failure to file a notice of protest and a formal protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

4. Section 1.21 Use of S.P. Richards has been added:

The Department is using Quarter 3, 2016 S.P. Richards' retail pricing as a consistent benchmark for pricing analysis for this RFP. The Department will use S. P. Richards' retail pricing to provide a mechanism to manage pricing throughout the contract period. The Department reserves the right to use other wholesalers' information as a benchmark for pricing. Respondents are not required to use S.P. Richards as their wholesaler.

5. Section 2.3.1 Qualification Questions, Question 21 has been revised and replaced in its entirety:

Does the Respondent agree to accept all terms and conditions of Attachment H, Draft Contract?

6. Section 2.3.4 Required Documentation has been revised:

Respondents must upload an electronic copy of the following required documentation in the MFMP Sourcing Application. Scanned copies of original documents are acceptable, except for Attachment C, Price Proposal and the Products List, as noted below. MFMP accepts file sizes up to 20 Megabytes in size. All documents and certifications must be current and in effect.

Attachment A, Technical Proposal and Evaluation Criteria
Attachment B, Vendor Reference Form
Attachment C, Price Proposal – Excel only
Attachment D, Certification of Drug-Free Workplace Form
Attachment E, Scrutinized Companies Form
Attachment K, Ordering Instructions Form
Attachment L, Vendor Information Form
Product List (10,000 Product minimum) – Excel only
Dun & Bradstreet Supplier Qualifier Report
Department of State Registration
Out of State Preference Letter from Attorney (if applicable)

Note: Solicitation forms not mentioned in the section above are required after contract award, prior to contract execution.

7. Section 2.4.3 Financials has been revised:

The Department requires submission of the Respondent's Supplier Qualifier Report (SQR) prepared by Dun & Bradstreet (D&B). The D&B Supplier Qualifier Report is a standard report detailing financial and operational capability. The D&B Supplier Evaluation Risk Score will be scored by the Procurement Officer.

The Respondent shall request the SQR report from D&B at: https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696

- Respondents who have an existing D&B account will need to click the "find your company" link of the left side of the page.

ii Enter the Respondent's Duns Number. If the Respondent does not know the company's Duns number, the Respondent may use the search feature to find it.

iii Confirm Registration.

iv Enter payment method, information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.

v Respondents who do not have an existing D&B account can click on the following link to register: https://www.dandb.com/product/companyupdate/companyupdateLogin?execution=e1s1

Once the process is complete, an electronic copy of the SQR report shall be submitted as part of the Respondent's response within the MFMP Sourcing Application. The Respondent is required to keep a copy of the submitted report and submit a copy as part of the response to this RFP. The Respondent shall not modify the original format of the D&B report.

Since the SQR report shall be a part of the Respondent's response, Respondents are advised to allow sufficient time before the Proposal due date for D&B processing. Respondents should allow a minimum of 10 business days for D&B to process the report.

If a D&B SQR is not submitted or if a report cannot be generated by D&B, the submission will receive a score of zero (0) (Highest Risk Rating) for financial status.

The Department will use the following rating scale when evaluating the financial viability of the Respondent:

SQR Supplier Evaluation Risk Score	Points Assigned
Not submitted or generated	0
9	20
7-8	40
4-6	60
2-3	80
1	100

8. Section 4.1 Product Categories has been revised:

Examples of Product Categories contained in the scope of this solicitation are included in the table below. The table below is not meant to provide a comprehensive list of Products included in scope; it describes the most common types of Products (Product Sub-Categories) contained within each Product Category. Please note that calendar related items will be replaced yearly with the next calendar year's version within the same Product category and related discount. The Department and the Contractor during the contract period may mutually agree to align any missing or new Product sub-categories or services into the Product Categories listed below. The Department may use the S.P. Richards Product Categories and other Product wholesalers as a point of reference during this process.

Product Category	Product Sub-Categories
Breakroom & Cleaning Supplies	• Hand Sanitizer, Paper Towels, Lysol Spray, Wipes, Dusters and Facial Tissue, Wastebaskets, Safety Supplies, All Wipes, Hand Soaps, Knives, Cutters, Blades and Scrapers, Computer Dust-off, Lysol, Clorox, Windex, Air Freshener, Dust Pans, Cleaning Supplies, Cups, Spoons, Forks, Plates, Bowls and Shredder bags
Folders, Binders & Accessories	• Manila File Folders, Hanging File Folders, Fastener Folder, Classification Folders, View Binders, Ring Binders, Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, File Indexes, Tabs, Tab Reinforcements, and Accessories
Office Consumables (includes Art, Educational & Envelopes)	• Adhesives, Glues, Gluesticks, Adhesive Removers • Appointment Books, Phone Message Books, Statement Books, Fax Message Books, 'While You Were Out' Books, Forms, Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets • Archive Boxes, Cardboard Boxes, Storage Containers • Award Frames, Displays, Plaques, Certificates • Badges, Badge Holders, Lanyards • Batteries, Chargers, • Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubber bands, Scissors, Shears, Cutters, Trimmers, Hole Punches (non-electric) • Binders, Combs, Rings, Spines • ~~Book Cases, Book Ends, Book Shelves~~ • Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards • Calendars, Desk pads, Refills, Planners

Product Category	Product Sub-Categories
	• Calculator Ink, Calculator Spools, Adding Machine Tape, Cash Register Tape • Camera Film~~, Photo Paper~~ ~~• Chair mats~~ ~~• Clocks, Hooks, Lamps~~ • Correction Fluid, Correction Tape, Correction Pens ~~• Cups, Spoons, Forks, Plates, Bowls~~ ~~• Dusters, Computer Dust-off, All Wipes, Lysol, Clorox, Hand Soaps, Windex, Air Freshener, Dust Pans, Cleaning Supplies~~ • Erasers, Dry-Erase Erasers, Chalk, Crayons • Ink Pads, Refills, Stamps ~~• Knives, Cutters, Blades, Scrapers~~ • Labels, Label Holders • Mailing Tubes, Mailing Tubs, CD Mailers, Packaging, Fingertips, Letter Openers, Moistener • Markers, Highlighters • Envelopes • Notebooks, Notepads, Pads of Paper, Post it Notes~~, Art Paper, Construction Paper, Crepe Paper~~ • Office Organizers, Inboxes, Copyholders, Pen and Pencil Holders, ~~Wastebaskets,~~ Drawers, Desktop Shelves, ~~Shredder bags,~~ Extension Cords • Pencils, Pencil Erasers, Lead Refills, Pencil Sharpeners, Pens, Pen Refills • Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles • ~~Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides,~~ Index Cards, Business Cards, Card Holders, ~~File Indexes, Tabs,~~ Ledgers, ~~Tab Reinforcement,~~ Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards, Flag Tape • Signs, Sign Holder, Flyer Holders, Racks, Literature Displays, Name Plates • Staplers, Staples, Staple Removers • Tape, Tape Dispensers, Embossing Tape, Velcro Products

Product Category	Product Sub-Categories
	• Transparency Film, Transparency Paper, Laminating Supplies, Laminating Pouches • ~~Safety Supplies~~ • Art and Science Supplies
Office Equipment	• Calculators, Easels, Pencil Sharpeners, Dividers, Carts, Hand Trucks, Hole Punches, Label Makers, Laminators, Shredders, Typewriters, Printers, Book Cases, Book Ends, Book Shelves, Chair mats, Clocks, Hooks, Lamps and Furniture
IT Peripherals	• CDs, DVDs, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, Computer Bags and Cases, Mouse, Keyboards, Keyboard Pads, Mouse pads, Camera Bags, Camera Cases • Headsets, Headset Accessories, Headphones • Surge Protectors, UPS Power Supply • USB Drives, Flash Memory, Zip Disks • IT Hardware / Software
Paper – Other	• Art Paper, Construction Paper, Crepe Paper, Colored Paper, Photo Paper, Computer Paper and Specialty Paper
Paper – White, Recycled & Virgin	• Paper – 20# White, Recycled and Virgin Copy Paper, minimum 92 bright
Toner – Original Equipment Manufacturer	• Original Equipment Manufacturer (OEM) - Toners, Cartridges, Fusers, Kits, Drums, Ribbons and Related Accessories • Brands include but are not limited to: Hewlett Packard, Dell, Lexmark, Cannon, Brother, etc.
Toner – Remanufactured	• Remanufactured - Toners, Cartridges, Fusers, Kits, Drums, Ribbons, and Related Accessories

9. Section 4.2.1 Transaction Fee Reports has been revised:

The awarded Respondent(s) from this Solicitation will be required to pay the required Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ~~ten (10)~~ fifteen business days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and training presentations available on the MFMP website: MFMP Transaction Fee and Reporting. Assistance is also available with the Transaction Fee Reporting System from the MFMP Vendor Help Desk by email at feeprocessing@myfloridamarketplace.com, or by telephone at 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM Eastern Time.

10. Section 4.2.2 Contract Quarterly Sales Reports has been revised:

The Contractor agrees to submit a Contract Quarterly Sales Report, Attachment J to the DMS Contract Manager in the format to be provided by the Contract Manager ~~ten~~ fifteen business days after the close of the State Fiscal quarter (September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel format. The report will include all sales (orders) from Customers received (associated with this contract) during the period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. If no orders are received during the period, the contractor must submit a report stating that there was no activity.

Data elements to be included in the Contract Quarterly Sales Report are as follows:

Data Element	Description
Order Date	The date the order was received by the Contractor.
Order Number	The identifier of the transaction that establishes the obligation for the Product or service. Typical Transactions may include purchase orders (PO) or Purchasing Card (PCard) transactions.
Product Category	Product Category specific to this RFP (Office Consumables, Toner, etc.)
Product Description	Nomenclature of the Product or service ordered.
Customer Type	Classification of the Customer (Drop-down Menu provided): • Agency, • FL OEU Cities & Counties • FL OEU Schools K-12 • FL OEU College & Universities • FL OEU Not for Profit
Standard Product Code	An identifier used by the Office Supplies industry to describe the Product or service. UPC required, GTIN if available.
~~United Nations~~ United Nations Standard Products	Taxonomy of Products and services for use in eCommerce. It is a four-level hierarchy coded as an eight-digit number, with an optional fifth level adding two more digits.

Data Element	Description
and Services Code (UNSPSC)	
Manufacturer	The original producer of the Product.
Manufacturer ID	The alpha numeric code established by the manufacturer for the Product.
Quantity	The amount of the Product or service ordered.
Unit of Measure	Standard unit or system of units by means of which a quantity is accounted for and expressed (e.g., each, set, box, case, etc.)
Unit Price	The cost of one unit of measure of an item.
Total Price	The price paid for the items ordered; calculated as the unit price multiplied by the quantity ordered. This field is pre-calculated, no entry is required.
Reference Price	The MSRP.
Savings Percentage	Pre-calculated field representing the percentage difference between total price incurred by the order verses the price that would have been paid without the benefit of this contract. Formula= ((Reference Price – Unit Price) / Reference Price)

11. Section 4.2.3 Preferred Pricing Affidavit Requirement (Attachment G) has been revised and replaced in its entirety:

The Contractor agrees to submit to the Department, prior to contract execution and at least annually, the completed Attachment G, Preferred Pricing Affidavit.

12. Section 4.2.7 Backorder Fill Report has been revised:

Upon request, the Contractor shall provide the Department a report within ~~two~~ five business days providing the following: the Product name and Product ID, reason for shortage, and plan of action when delivery may be expected or suggested replacement. The Contractor will ship backorders within five business days of the original order, unless special circumstances apply.

13. Section 4.2.8 Reporting Schedule has been revised:

The contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date(s)
MFMP Transaction Report	Calendar month	~~10~~ 15 business days after close of the period
Contract Quarterly Sales Report	State Fiscal Quarter	~~10~~ 15 business days after close of the period
PUR7064-Savings/Reductions Form	Required upon contract award, prior to contract execution and required for quarterly price and product adjustments	10 business days after each action that adjusts prices
Diversity Report [submitted to the Customer]	State Fiscal Year	~~10~~ 15 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Ad hoc Report	As requested	Specific and reasonable timeframe
Backorder Fill Report	As requested	~~2~~ 5 business days upon request

14. Section 4.3.1 Delivery Timing has been revised and replaced in its entirety:

The Contractor shall maintain a delivery timing rate of 95% or greater. On-time delivery is defined as delivery within two business days for orders placed by 4:00 PM ET. The delivery timing rate is calculated by the total number of orders delivered within 2 days divided by the total number of orders. Example: 99 orders delivered within 2 days/100 total orders = 99.0% on-time delivery. The Contractor shall submit to the Department the monthly report in Microsoft Excel that details the on-time delivery timing rate.

15. Section 4.7 Price and Product Adjustments has been revised:

The discount proposed for each Product Category shall remain the same throughout the term of the Contract and for all renewals and extensions. The Contractor must maintain prices for Brand Name and Generic Products for the first year of the Contract as proposed in the Products List. All pricing must be verifiable and auditable.

After the first anniversary of the Contract award, the Contractor may request the Department to approve updated Product final sell prices that reflects any updates to the S.P. Richards' list, or Product manufactures' prices if S.P. Richards is not available, or the Contractor's price for Generic Products. The Contractor may submit updated price lists for approval on a quarterly basis on January 1, April 1, July 1, and October 1 of each calendar year. There will be no retroactive price increases allowed. If S.P. Richards', the Product manufacturers, or the Contractor's prices decrease, the Contractor shall submit to the Department a revised Product List on a ~~monthly~~ quarterly basis that reflects the lower prices for Department review and approval. Once approved, the Contractor shall update all systems to provide Customers the lower pricing effective immediately. The Contractor may submit additions and deletions to the product catalog on a quarterly basis.

16. Section 4.9 Contract Products has been revised:

The Contractor shall only offer Products awarded from this RFP on the Contractor's punch-out and online catalogs for the State of Florida. ~~Products shall be clearly designated as "Contract Items" in the catalogs.~~ Non-Contract Products will not be permitted and cannot be purchased under this contract.

17. Section 4.10 Third Party Audits has been revised and replaced in its entirety:

The Contractor shall obtain a third party firm at no additional cost to the State to conduct external price audits for this contract. The Contractor shall obtain a third party firm (to be approved by the Department) to perform a quarterly audit with a minimum of 500 contract items to confirm the accuracy of S.P. Richards Price or MSRP, MSRP % discount, and final sell price. Specifically, the third party firm will verify that the prices displayed on the Contractor's website are less than or equal to the contract terms. The third party firm shall submit a quarterly report to the Department confirming the Contractor's Price Accuracy Rate within 15 days after the close of each quarter. The Price Accuracy Rate shall be calculated using the following formula: Price Accuracy Rate = the number of audited items each quarter where the net price is less than or equal to the contract price divided by the number of audited items. (Example: 490 items priced at or below the approved contract price/500 items audited= 98.0% pricing accuracy). The Contractor shall maintain a Price Accuracy Rate of 98% or greater.

At a minimum, the quarterly report will identify items not in compliance with the contract terms, provide the date of the audit, and screenshots of the items on the Contractor's website that were not in compliance with the contract terms. If the Department deems it is in the best interest of the state, the Department reserves the right to increase the frequency of the Third Party Audit.

18. Attachment C – Price Proposal has been revised and replaced in its entirety.

19. Attachment G – Preferred Pricing Affidavit has been revised and replaced in its entirety.

20. Attachment H – Draft Contract has been revised and replaced in its entirety.

21. Attachment I – General Contract Conditions has been revised and replaced in its entirety.

22. Attachment M – S.P. Richards Benchmark Report has been added.

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

Any protest must be timely filed with:

Department of Management Services
Agency Clerk – Diane Wint
4050 Esplanade Way, Suite 160
Tallahassee, FL 32399-0950

Questions and Answers

No.	Question	Answer
1	Is this RFP for the Office and Educational Consumables 618-000-11-1, that is ending April 17, 2017?	Yes, RFP No. 07-44111513-K Office Supplies is intended to replace the current State Term Contract No. 618-000-11-1 Office and Educational Consumables.
2	Will there be multiple awards on everything or multiple awards for just certain items?	Reference Section 1.2 RFP Goals. The Department reserves the right to award a contract to one or more Vendors, for all or part of the work contemplated by this solicitation, as determined to be in the best interest of the State. Reference Section 2.4.4 Price Proposal (Attachment C). Respondents shall provide a Price Proposal for statewide coverage and provide a discount off MSRP for all Product Categories, including Brand Name and Generic Products, for the initial and renewal terms.
3	Could there be bids/awards for regions, or is it all statewide?	Reference Section 2.4.4 Price Proposal (Attachment C). Respondents shall provide a Price Proposal for statewide coverage and provide a discount off MSRP for all Product Categories, including Brand Name and Generic Products, for the initial and renewal terms.
4	A) Will any and all bid extensions on 618-000-11-1 be eliminated once this contract is in place? B) Is there anything in Florida statutes that require more than one award, or can there be just one award for everything statewide?	A) At this time, it has not been determined if the State will execute new contracts resulting from this RFP prior to the expiration of the current State Term Contract. B) Reference Section 1.2 RFP Goals. The Department reserves the right to award a contract to one or more Vendors, for all or part of the work contemplated by this solicitation, as determined to be in the best interest of the State.
5	Could high volume paper items be priced individually?	Reference Section 1.3 Scope. The paper product categories are for fewer than 10 cartons per order.
6	Could a vendor offer a better discount to a single agency without being required to offer the same discount to another agency?	Pricing must conform to the requirements listed in Attachment I, General Contract Conditions, section 3.2 price decreases, sub-section b) preferred pricing.

Questions and Answers

No.	Question	Answer
7	On attachment C: price Proposal, there are limited UNSPSC does and product category descriptions in comparison to the categories defined in the RFP document. Example noted below. For clarification, could you insert the language from the RFP document into attachment C: *"The table below is not meant to provide a comprehensive list of Products included in scope; it describes the most common types of Products (Product Sub-Categories) contained within each Product Category. Please note that calendar related items will be replaced yearly with the next calendar year's version within the same Product category and related discount. The Department and the Contractor during the contract period may mutually agree to align any missing or new Product sub-categories or services into the Product Categories listed below. The Department may use the S.P. Richards Product Categories and other Product wholesalers as a point of reference during this process."*	Reference Addendum 1, Attachment C: Price Proposal.
8	2.3.1 Qualification Questions Question 21 requires offerors to agree "to accept all terms and conditions listed in the RFP, draft contract and General Contract Conditions with no exceptions[,]" which appears to indicate that all terms and conditions of these documents are mandatory, and states that proposals will not be considered unless this agreement is indicated. However, RFP § 1.10 provides that the State may accept a deviation of requirements if the Department determines it is in the best interests of the Department or the State to accept the deviation. How should an offeror propose deviations or alternative terms or conditions that the offeror believes will be acceptable to the Department without the Department rejecting the proposal?	Reference Addendum 1, Section 2.3.1 Qualification Questions, Question 21. Respondents may propose suggested language to the draft Contract and General Contract Conditions for the Department's consideration, but first must answer yes and agree to all Qualification Questions listed in the RFP.

Questions and Answers

No.	Question	Answer
9	2.3.3 Product List Respondents are required to submit with their response an electronic copy of their complete Product list, providing a minimum of 10,000 Products that they intend to provide Customers under the awarded contract. Is a vendor required to include every item in their full line Business to Business catalog that is within the scope of the RFP, or are they allowed to pick and choose which items they will include in their catalog assortment for RFP evaluation?	Respondents are not required to include every item in their full line Business to Business catalog. Respondents must provide a minimum of 10,000 products and each Product Category must be listed on a separate tab in the Respondent's product list. Ex: Office Supplies on Tab 1, Toner on Tab 2, etc. as listed in Section 2.3.3. Product List.
10	2.3.3 Product List The state requires vendors to submit their catalog with the Q3 SP Richards list price. To reduce the chance for inconsistencies and to insure that all vendors are using the same SPR catalog file and List price in their proposals, will the state provide the SPR catalog file for all vendors to use?	Yes, reference Addendum 1, Attachment M: S.P. Richards Benchmark Report and Section 1.21 Use of S.P. Richards.
11	2.3.3 Product List discusses creating the initial Catalog Product List, 4.7 Price Adjustments defines the process to be used in updating catalog pricing. How do we handle Adds and Deletes to the items that are included in the Catalog Product List? Should these be done once per quarter with the updated catalog price file?	Yes, reference Addendum 1, Section 4.7 Price and Product Adjustments.
12	The state has asked for a discount from list price by category. Is the quoted discount from list price required to be applied uniformly to every item in the product category that is contained in the vendor's submitted catalog file, or will the state allow exceptions to the quoted discount based on a vendor's product cost, or stocking strategy?	Reference Section 2.4.4 Price Proposal (Attachment C). Respondents shall provide a Price Proposal for statewide coverage and provide a discount off MSRP for all Product Categories, including Brand Name and Generic Products, for the initial and renewal terms. The Department does not allow exceptions to the quoted discount for a vendor's product cost or stocking strategy.
13	4.2.2 Contract Quarterly Sales Reports Quarterly Sales Reports are due 10 days after the end of the calendar month. Based on the volume of purchases, size of the contract and amount of data required, will the state change the due date to 15 days after the end of the month?	Yes, reference Addendum 1, Section 4.2.2 Contract Quarterly Sales Reports.

Questions and Answers

No.	Question	Answer
14	4.2.7 Backorder Fill Report The state is requiring a Backorder fill report within 2 days after request. Due to the size of the contract and the volume of orders, can this time be extended to 5 business days?	Yes, reference Addendum 1, Section 4.2.7 Backorder Fill Report.
15	4.3.1 Delivery Timing contains the following definition of the On Time Delivery Calculation: "The delivery timing rate is calculated by the number of orders multiplied by two business days and then divided by the sum of all business days to fill and deliver orders." Isn't the intent of the metric to calculate the number of orders that are delivered on time (within 2 business days)? A simpler and more accurate calculation would be: The delivery timing rate is calculated by the total number of orders delivered within 2 days divided by the total number of orders. Example: 99 orders delivered within 2 days/100 total orders = 99.0% On Time Delivery. This is similar to the language in the current Office Consumables contract. Will the state agree to change the method in which On Time Delivery is calculated?	Yes, reference Addendum 1, Section 4.3.1 Delivery Timing.
16	4.7 Price Adjustments The state Is requiring quarterly catalog updates for price increases and monthly catalog updates for price decreases resulting in monthly changes to the catalog price file. This creates a significant work load for the state Contract Administrator and the vendor, and also creates an issue for state Agencies that use MFMP for their purchases. At each price change, agencies may create a requisition under one set of pricing and by the time it is approved in MFMP and the Purchase Order is issued, pricing may have updated resulting in invoicing that does not match the Purchase Order. This creates additional work and frustration for the end user. In order to provide a better customer experience, will the state consider updating this section to allow all price updates on a quarterly basis?	Yes, reference Addendum 1, Section 4.7 Price and Product Adjustments.

Questions and Answers

No.	Question	Answer
17	4.9 Contract Products The current contract allows Other Eligible Users of the contract to purchase additional items that are not included in the Approved Catalog file as a convenience and requires that items that are contract items be clearly marked. This streamlines their purchasing process and makes the contract more attractive to Schools and Higher Education. This is at the discretion of each entity's procurement policy, and each entity has the option to "Opt Out" of this process. This potential increase in volume to OEU's will allow vendors to give more aggressive pricing to the state. Will the state consider allowing Other Eligible users to continue to purchase additional specialty items as a convenience?	No, reference Addendum 1, Section 4.9 Contract Products.

Questions and Answers

No.	Question	Answer
18	4.10 Third Party Audits contains the following definition of the Pricing Accuracy Calculation: "The Price Accuracy Percentage Rate shall be calculated using the following formula: the total sum of the contract price for 500 products sampled divided by the total sum of the purchase price for 500 products. Example: $5,050 divided by $4,900 = 103%." This calculation will allow for some items to be priced higher than the contract price, as long as other items are priced lower than the contract price. If the intent of the calculation is to measure pricing accuracy, a simpler and more accurate calculation would be: Price Accuracy Rate shall be calculated using the following formula: Price Accuracy Rate = the number of audited items each quarter where the net price is equal to or less than the contract price divided by the number of audited items. (example: 99 items priced at or below the approved contract price/100 items audited= 99.0% pricing accuracy). This is similar to the language in the current Office Consumables contract. In order to improve accuracy, will the state consider revising the audit calculation?	Yes, reference Addendum 1, Section 4.10 Third Party Audits.

Questions and Answers

No.	Question	Answer
19	4.1 Product Categories There are several items that are contained in more than one product category which may create confusion and result in pricing accuracy issues: • Knives, Cutters, Blades and Scrapers, Safety Supplies, Wastebaskets, Dusters, Hand Soaps are contained in both Breakroom and Cleaning Supplies and also in Office Consumables. These should be removed from Office Consumables and should remain in Breakroom and Cleaning Supplies. • Art Paper, Construction Paper, Crepe Paper are in both Office Consumables and Paper Other. These should be removed from Office Consumables and should remain in Paper Other. In order to improve accuracy and reduce confusion will the state consider accepting the above recommendations?	Yes, reference Addendum 1, Section 4.1 Product Categories.

Questions and Answers

No.	Question	Answer
20	4.1 Product Categories It may be more appropriate for certain items to be included in a different product category which would allow for more aggressive discounting resulting in lower pricing to the state. • Computer Dust-off, All Wipes, Lysol, Clorox, , Windex, Air Freshener, Dust Pans, Cleaning Supplies, Cups, Spoons, Forks, Plates, Bowls, Shredder Bags are in Office Consumables and should be moved to Breakroom and Cleaning Supplies. • Photo Paper and Camera Film is in Office Consumables and should be moved to Paper Other • Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, File Indexes, Tabs, Tab Reinforcements are in office Consumables and should be moved to Folders, Binders & Accessories • Book Cases, Book Ends, Book Shelves, Chair mats, Clocks, Hooks, Lamps are in Office Consumables and should be moved to Furniture • Extension Cords are in Office Consumables and should be moved to IT Peripherals • Furniture is currently part of Office Equipment. Furniture will receive improved discounting if removed from Office Equipment and included as a separate category. In order to receive improved discounting and lower prices, will the state consider making the above category changes?	Reference Addendum 1, Section 4.1 Product Categories.

Questions and Answers

No.	Question	Answer
21	Florida Statue 287.084 requires that a preference be given to local vendors whose principal place of business is in the state of Florida. Please confirm that this statue will apply to the Office Supplies solicitation RFP No. 07-44111513-K and explain how it will be applied.	Reference Addendum 1, Section 1.18 Out of State Preference Letter from Attorney (if applicable).

Attachment G
State of Florida
Preferred Pricing Affidavit

REGARDING THE CONTRACT BETWEEN
_____ (THE "CONTRACTOR")
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: _____ DATED _____ (THE "CONTRACT")

Pursuant to section 216.0113, Florida Statutes, the undersigned contractor hereby attests that the Contractor complies with the Preferred Pricing clause contained in Attachment I, General Contract Conditions.

Print Contractors Name: _____

By: _____ Date: _____
Signature of the Authorized Representative:

Print Representatives 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, and Zip Code: _____
Phone Number: (___) ___-____ E-mail: _____
CORPORATE SEAL (IF APPLICABLE)

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Office Supplies
Contract No. 44111513-17-01

Exhibit C

Contractor Price Sheet(s) - PLACEHOLDER

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Office Supplies
Contract No. 44111513-17-01

Exhibit D

Contractor Product Catalog - PLACEHOLDER

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Office Supplies
Contract No. 44111513-17-01

Exhibit E

Contractor's proposal to the RFP - PLACEHOLDER

OFFICE PRODUCTS PURCHASING AGREEMENT

THIS OFFICE PRODUCTS PURCHASING AGREEMENT ("Agreement") is entered into as of April 18th, 2017__ ("Effective Date") by and between **STAPLES CONTRACT & COMMERCIAL, INC., OPERATING AS STAPLES BUSINESS ADVANTAGE** ("Supplier") and **City of Jacksonville** ("Buyer"). Buyer and Supplier are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Supplier and the State of Florida, Department of Management Services, are parties to State Term Contract No. 44111513-17-01 dated April 18, 2017 ("Master Contract"), pursuant to which Buyer and Other Eligible Users (as defined in the Master Contract) are permitted to buy Products and Services (as defined in the Master Contract) from Supplier pursuant to the terms and conditions of the Master Contract;

WHEREAS, the terms and conditions of the Master Contract permit only the sale of Products awarded from RFP 07-44111513-K for Office Supplies ("Contract Products"), and does not permit the sale of any other Products ("Non-Contract Products") to Other Eligible Users under the Master Contract; and

WHEREAS, in order for Supplier to sell to Buyer the Non-Contract Products, Supplier and Buyer have entered into this Agreement, pursuant to which the purchase and sale of the Non-Contract Products shall be effected.

NOW THEREFORE, for good and valuable consideration, the authorized representatives of the Parties hereby agree as follows:

1. SCOPE. The Parties acknowledge and agree that the sale of Contract Products shall be effected pursuant to the terms and conditions of the Master Contract only, and that this Agreement shall not otherwise affect or relate to Buyer's purchase of Contract Products from Supplier. This Agreement shall provide only for the sale of Non-Contract Products in accordance with the terms and conditions hereof. For the avoidance of doubt, the Master Contract shall not apply to the sale of Non-Contract Products, despite Contract Products and Non-Contract Products appearing together on Supplier's e-commerce platform.

2. TERM. The "Term" of this Agreement shall begin on the Effective Date and continue until termination or expiration of the Master Contract. Either Party shall have the right to terminate this Agreement, without cause, upon thirty (30) calendar days' prior written notice to the other Party.

3. PRICING. Non-Contract Products will be priced based on the current national Staples.com price for such items, which Supplier will update daily, provided that such pricing is exclusive of tier pricing, closeouts, promotions and/or specials. The prices for Non-Contract Products that are not on Staples.com are set forth in Supplier's e-commerce platform, and shall be adjusted to reflect changes in stock availability, market conditions, buying expense, and other factors that affect the overall cost of the Non-Contract Products. Non-Contract Products are not subject to customer audit or any pricing guarantee.

4. DELIVERY. Supplier shall use commercially reasonable efforts to ship products ordered by Buyer before 4:00 p.m. local time within one (1) business day after acceptance of a purchase order, except for backordered, special-order, or out of stock products. In the event a product is backordered or shipment is delayed for any reason, Buyer will be notified of such delay and Supplier shall use commercially reasonable efforts to deliver the delayed product as promptly as commercially practicable. Supplier will treat any such delayed order as active unless Buyer contacts Supplier and provides other instructions. Supplier's standard shipments shall be F.O.B. Buyer's location in the forty-eight (48) contiguous United States. Additional freight charges may apply for desk-top delivery, special delivery, rushes or special order products.

5. TITLE, RISK OF LOSS, WARRANTY. Title and risk of loss in connection with the Products shall pass to Buyer at the time the Products are delivered to Buyer. Supplier warrants that it will provide Buyer with pass-through of all manufacturers' warranties for all products sold to Buyer in lieu of any other express or implied warranties from Supplier. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. SUPPLIER SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

6. RETURNS. Supplier will accept returns in accordance with the terms and conditions of Supplier's then current return policy posted on www.staplesadvantage.com (a copy of which shall be made available to Buyer upon request).

7. INVOICING, PAYMENT. Supplier shall invoice Buyer by weekly summary billing. Buyer will remit all invoice payments, including all taxes, to Supplier within thirty (30) calendar days from receipt of invoice. Credit cards shall not be accepted unless otherwise agreed by Supplier. Supplier reserves the right to charge interest on any past due amount at the rate of 1.5% per month, or the maximum rate legally permitted, whichever is less.

8. LIMITATION OF LIABILITY. A party's aggregate liability for direct damages under this Agreement shall not exceed the total amount of consideration paid by Buyer to Supplier under this Agreement. Neither Party shall be liable to the other for any special, indirect, incidental, consequential, or punitive damages of any kind even if advised of the possibility thereof. The foregoing limitations shall not be deemed to limit either Party's indemnification or confidentiality obligations hereunder.

9. MISCELLANEOUS. Neither Party may assign this Agreement without the prior written consent of the other Party, provided however that Supplier may assign this Agreement to any affiliate of Supplier. Any assignment in violation of this Section shall be null and void. The provisions of this Agreement shall be construed in accordance with the laws of the State of Florida, excluding its conflicts of law provisions. This Agreement contains the entire agreement between the Parties as it specifically pertains to the subject matter hereof. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both Parties. All purchase orders submitted to Supplier for Non-Contract Products shall be governed by the terms herein, and any preprinted terms and conditions contained in such purchase orders are hereby rejected. No waiver of any right or remedy hereunder with respect to any occurrence or event on one occasion shall be deemed a waiver of such right or remedy with respect to such occurrence or event on any other occasion. Unless otherwise provided herein, the rights and obligations of each Party which by their nature extend beyond the expiration or termination of this Agreement shall continue in full force and effect notwithstanding the expiration or termination of this Agreement.

WHEREFORE, the authorized agents of the Parties designated below execute this Agreement on behalf of their respective Parties:

City of Jacksonville

By its authorized agent:

_____

(Signature)

Name: _____

Title: _____

Date: _____

STAPLES CONTRACT & COMMERCIAL, INC.

By its authorized agent:

_____

(Signature)

Name: _____

Title: _____

Date: _____