NOTICE OF AWARD OF CONTRACT

TO: AGATI INC.
371 N. ROSCOE BLVD
PONTE VEDRA, FLORIDA 32082

DATE ISSUED: JUNE 21, 2013
CURRENT CONTRACT NO: 716-13

CONTRACT TITLE: DES - FURNITURE

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on FEBRUARY 20, 2015.

The contract documents consist of the terms and conditions of the standard form agreement including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

REFER TO PRICING SHEET OF AGREEMENT 716-13

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: SEB AGATE
TELEPHONE NO.: 906-289-8687

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: MICHELLE CONGDON
TELEPHONE NO.: 703-228-7942

EMAIL: MCONGDON@ARLINGTONVA.US

CONTRACT AUTHORIZATION

[Signature]
Ivette Gonzales
Procurement Officer

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 716-13

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of its execution by the County, between AGATI Inc., 371 N. Roscoe Blvd. Ponte Vedra, FL 32082 ("Contractor"), a Florida Corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Contract State of Florida Certification f Contract 420-590-07-1), Exhibit B (Amendment No. 4 Renewal No. 3) and Exhibit C (Contract State of Florida Pricing Sheet), together with any exhibits and amendments issued or applicable thereto ("Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by State of Florida and extended by the Contractor to the County on the same terms and conditions as the Contractor’s agreement with State of Florida. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

This Agreement rides a competitive procurement process conducted by State of Florida. The Contractor desires to extend to the County the same pricing as the Contractor’s agreement with State of Florida.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. CONTRACT TERM
Work under this Agreement will commence upon the execution of this agreement and will be completed no later than February 20, 2015 (Contract Term), subject to any modifications as provided for in the Contract Documents for the Contract Term. No Work shall be deemed complete until it is accepted by the Project Officer.

3. CONTRACT PRICING
Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods set forth in the Contract Documents at the prices provided in Exhibit C.
4. **SCOPE OF WORK**
The Contractor agrees to perform the goods described in the Contract Documents. The primary purpose of the Work is to provide library furniture.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer"), who shall be appointed by the Director of the Arlington County department or agency requesting the work under the Contract Documents. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

6. **PAYMENT TERMS**
Payment terms will be recorded by the County as Net thirty (30) days. The County will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct, as determined by the Project Officer, invoice approved by the Project Officer describing completed work which is reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the County Purchase Order pursuant to which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

7. **PAYMENT OF SUBCONTRACTORS**
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) calendar days following receipt by the Contractor of
payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained herein with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. NON-APPROPRIATION
All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

9. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES) Error! Bookmark not defined.
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.
10. COUNTY PURCHASE ORDER REQUIREMENT
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and sole expense.

11. DELIVERY
All goods are purchased F.O.B. destination in Arlington County as designated in this Contract. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges are included in the unit prices or discounts submitted by the Contractor with its bid.

12. WARRANTY
All goods and materials provided to the County shall be fully guaranteed by the Contractor against factory defects. Any defects which may occur as the result of either faulty material or workmanship by the manufacturer within the period of the manufacturer's standard warranty shall be corrected by the Contractor at no expense to Arlington County. The Contractor shall provide evidence of all manufacturers' warranties to the Project Officer at the time of delivery. All goods and materials are also guaranteed by the Contractor against defects resulting from the use of inferior or faulty materials or workmanship for one (1) year from the date of final acceptance by the County in addition to and irrespective of any manufacturer's or supplier's warranty. No date other than the date of final acceptance shall govern the effective date of the Guaranty, unless that date is agreed upon by the County and the Contractor in advance and in a signed writing.

13. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS
No goods or equipment provided to the County or construction material installed shall contain asbestos. If a Contractor or supplier provides or installs any goods, equipment, supplies, or materials that contain asbestos in violation of this prohibition, the Contractor shall be responsible for all costs related to worker protection, the immediate removal and legal disposal of the goods, equipment or materials containing asbestos. The Contractor shall be responsible for all goods, equipment, supplies or materials installed or provided by any of its employees, agents or subcontractors in connection with the work under this contract. The Contractor also shall reimburse to the County all expenses related to and the costs of such goods, equipment, supplies or materials installed. If the Contractor fails to remove and legally dispose of the asbestos-containing goods, equipment or construction materials within ninety (90) days from the date of notice by the County, the County shall remove and dispose of the asbestos-containing goods, equipment or construction materials at the Contractor's expense. The County shall be entitled to offset such
expenses against any sums owed by the County to the Contractor under this Contract.

14. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by federal or Virginia law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary or related to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment, and mandates their full participation in both publicly and privately-provided services and activities.

e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000.00, so that these provisions will apply to each subcontractor or vendor.

15. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with § 2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

16. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract.
or purchase order of over $10,000.00 relating to this Contract, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. FAILURE TO DELIVER
In case of failure by the Contractor to deliver goods or services in accordance with the Contract Documents, the County, after written notice, may procure the same or similar goods or services from other sources and the Contractor shall be liable for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have pursuant to this Contract or under law. At its discretion, the County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

18. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE
The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period, or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the
County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

19. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The performance of Work under this Contract may be terminated by the County Purchasing Agent, in whole or in part, whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services
or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

20. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

21. **INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask work and trademark) of third parties are infringed or in any manner involved in or related to the goods and/or services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Price includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the work hereunder. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such
expenses upon demand by the county and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

22. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

23. COUNTY EMPLOYEES
No employee of the County shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

24. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the Contractor and outside the scope of the Contractor's then-current, by industry standards, disaster plan that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond the control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

25. AUTHORITY TO TRANSACT BUSINESS
The Contractor shall, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without cost or expense, at the sole option of the County.
26. RELATION TO THE COUNTY
The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold from payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its employees, servants or agents. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

27. ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods purchased or acquired by the County under this Contract.

28. AUDIT
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

29. ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

30. AMENDMENTS
Unless otherwise specified herein, this Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

31. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

32. DISPUTE RESOLUTION
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, extra work or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based,
whichever occurs first. Any such claims shall state the facts
surrounding it in sufficient detail to identify it together with its
character and scope. In accordance with the Arlington County
Purchasing Resolution, claims denied by the Project Officer may be
submitted to the County Manager in writing no later than sixty (60)
days after final payment. The time limit for final written decision by
the County Manager in the event of a contractual dispute, as that term
is defined in the Arlington County Purchasing Resolution, is fifteen
(15) days. Procedures for considering contractual claims, disputes,
administrative appeals, and protests are contained in the Purchasing
Resolution, which is incorporated herein by reference. A copy of the
Arlington County Purchasing Resolution is available upon request from
the Office of the Purchasing Agent. The Contractor shall not cause a
delay in the Work pending a decision of the Project Officer, County
Manager, County Board, or a court.

33. APPLICABLE LAW, FORUM, VENUE, AND JURISDICTION
This Contract and the work performed hereunder shall be governed in all
respects by the laws of the Commonwealth of Virginia, and the
jurisdiction, forum, and venue for any litigation with respect hereto
shall be in the Circuit Court for Arlington County, Virginia, and in no
other court. In performing its work under this Contract, the
Contractor shall comply with applicable federal, state, and local laws,
ordinances and regulations.

34. ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject
to arbitration, and that any references to arbitration are expressly
deleted from the Contract.

35. NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this Contract are
cumulative, and no such remedy shall be exclusive of any other remedy
available to the County at law or in equity.

36. NO WAIVER
The failure of either party to exercise in any respect a right provided
for in this Contract shall not be deemed to be a subsequent waiver of
the same right or any other right.

37. SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this
Contract are severable, and if any phrase, clause, sentence, paragraph
or section of this Contract shall be declared invalid by a court of
competent jurisdiction, such invalidity shall not affect any of the
remaining phrases, clauses, sentences, paragraphs and sections of this
Contract.

38. NO WAIVER OF SOVEREIGN IMMUNITY
Notwithstanding any other provision of this Contract, nothing in this
Contract or any action taken by the County pursuant to this Contract
shall constitute or be construed as a waiver of either the sovereign or
governmental immunity of the County. The parties intend for this
provision to be read as broadly as possible.
39. **SURVIVAL OF TERMS**
In addition to the numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

40. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

41. **AMBIGUITIES**
Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

42. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

SEB AGATE
AGATI, INC.
371 N. ROSCOE BLVD.
PONTE VEDRA, FL 32082

**TO THE COUNTY:**

MICHELLE CONGDON, PROJECT OFFICER
ARLINGTON COUNTY, VIRGINIA
DRS- FACILITY DESIGN AND CONSTRUCTION
1400 NORTH UHLE STREET
SUITE 403
ARLINGTON VA 22201

AND

RICHARD D. WARREN, JR., PURCHASING AGENT
ARLINGTON COUNTY, VIRGINIA
2100 CLARENDON BOULEVARD, SUITE

43. **NON-DISCRIMINATION NOTICE**
Arlington County does not discriminate against faith-based organizations.
44. ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

45. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an "Acord" certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County. The minimum insurance coverage types and amounts shall be:

a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Completed Operations, Contractual Liability, Independent Contractors, and Products Liability, as well as $1,000,000 personal injury and advertising injury aggregate. The general aggregate limit shall apply to this Contract.

c. Business Automobile Liability - $1,000,000 combined single limit bodily injury and property damage each accident; $1,000,000 Uninsured and Underinsured Motorists. Must include owned, hired and non-owned. $5,000,000 Motor Carrier Act Endorsement, where applicable.

d. The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of
errors or omissions in the rendering, or failure to render services or perform Work under the Contract, in the amount of $2,000,000.

e. Cancellation - If there is a material change or reduction in coverage, nonrenewal of any insurance coverage or cancellation of any insurance coverage required by this contract, the Contractor shall notify the Purchasing Agent immediately. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be immediately replaced with another policy consistent with the terms of this Contract and in such a manner that there is no lapse in coverage, and the County immediately notified of the replacement. Not having the required insurance throughout the Contract Term is considered a material breach of this Contract and grounds for termination. The Contractor shall also obtain an endorsement providing to the County thirty (30) days advance notice of cancellation or nonrenewal (ten days for nonpayment of premium). A copy of that endorsement shall be provided to the County Purchasing Agent prior to the execution of this Contract or any Contract extension thereafter.

f. Contract Identification - All documentation and copies of endorsements required hereunder shall state this Contract's number and title.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA
AUTHORIZED SIGNATURE: __________________________
NAME AND TITLE: RICHARD D. WARREN, JR.
DATE: 5/14/13

AGATI, INC.
AUTHORIZED SIGNATURE: __________________________
NAME AND TITLE: Territory Manager
DATE: 5/13/2013
CERTIFICATION OF CONTRACT

TITLE:   Library Furniture

CONTRACT NO.: 420-590-07-1

ITB NO.:   17-420-590-M

EFFECTIVE:   February 21, 2007 through February 20, 2011
1st RENEWAL:   February 21, 2011 through February 20, 2012
2nd RENEWAL:   February 21, 2012 through February 20, 2013
3rd RENEWAL:   February 21, 2013 through February 20, 2015

SUPERSEDES:  420-590-02-1

CONTRACTOR(S):   See Attached List

A.   AUTHORITY – Upon affirmative action taken by the State of Florida Department of Management Services, a Contract has been executed between the State of Florida and the designated Contractor(s).

B.   EFFECT – This Contract was entered into to provide economies in the purchase of Library Furniture, by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, discounts, requirements, specifications, terms, and conditions of this Contract and with the Contractor(s) specified.

C.   ORDERING INSTRUCTIONS – All purchase orders shall be issued in accordance with the attached ordering instructions, requirements, terms, and conditions. Purchaser shall order at the prices and discounts indicated, exclusive of all Federal, State, and local taxes.

   All Contract purchase orders shall show the State Purchasing Contract number, Commodity Code number, Line number, description of item, quantity, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

D.   CONTRACTOR PERFORMANCE – Agencies shall report any Contractor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should
the Contractor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

E. **SPECIAL AND GENERAL CONDITIONS** – Special and general conditions are enclosed for your information.
Contractors Awarded:
Agati, Inc. (A)
Borroughs Corporation (A)
Bretford Manufacturing IDC (A)
Brodart Company (A)
Datum Filing Systems, Inc. (A)
Estey Division of Tennisco Corporation (A)
Kardex Systems, Inc. (A)
Montel Aetnastak Inc. (A)
Tab Products Co., LLC (A)
The Worden Company (A)
TMC Furniture, Inc. (A)
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1.0 INTRODUCTION

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1.1 Purpose and Scope.
1.2 Contact.
1.3 Event Timeline.

1.1 Purpose and Scope.
The State of Florida, Department of Management Services, Division of State Purchasing invites interested Bidders to submit bids in accordance with these solicitation documents. The purpose of this solicitation is to establish a forty-eight (48) month State Term Contract for the purchase of Library Furniture by all Eligible Customers (as defined in Section 5.1). Florida’s e-procurement system, MyFloridaMarketPlace (the “System”), will be used to conduct this event. The contract term is anticipated to begin February 21, 2007.

The estimated annual spend on this contract is $11 million. This estimated figure is supplied as a guide for preparing responses and should not be construed as representing actual sales.

The scope of this contract includes all Library furnishings, including but not limited to: bookcases, high density and mobile shelving, display racks and cases, audio-visual carts and consoles, card catalog file, carrels, library tables and seating, and circulation desks. See section 5.0, paragraph 5.3 for specifically excluded items.

1.2 Contact.
The primary contact for this solicitation is:

Mina Barekat
Purchasing Analyst
Division of State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Mina.Barekat@dms.myflorida.com
1.3 Event Timeline.

*The following anticipated timeline applies to this solicitation:*

<table>
<thead>
<tr>
<th>Event</th>
<th>Time</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITB Release</td>
<td>5:00 p.m.</td>
<td>December 12, 2006</td>
</tr>
<tr>
<td>Preview period – MyFloridaMarketPlace will not accept bids during this period.</td>
<td></td>
<td>December 12, 2006 thru December 19, 2006</td>
</tr>
<tr>
<td>Deadline for Questions Submitted via the Q&amp;A Board within MyFloridaMarketPlace Sourcing Tool. Bidding Period Opens.</td>
<td>5:00 p.m.</td>
<td>December 19, 2006</td>
</tr>
<tr>
<td>Answers to Bidder Questions Posted</td>
<td>5:00 p.m.</td>
<td>December 21, 2006</td>
</tr>
<tr>
<td>Bidding Period Closes - ITB Submission Deadline in MyFloridaMarketPlace Sourcing Tool.</td>
<td>5:00 p.m.</td>
<td>January 17, 2007</td>
</tr>
<tr>
<td>Notice of Intent to Award Posted</td>
<td>5:00 p.m.</td>
<td>January 29, 2007</td>
</tr>
<tr>
<td>Anticipated Contract Effective Date</td>
<td></td>
<td>February 21, 2007</td>
</tr>
</tbody>
</table>
2.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001 REV 10/06)

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2. General Instructions.
3. Electronic Submission of Responses
4. Terms and Conditions
5. Questions
6. Conflict of Interest
7. Convicted Vendors
8. Discriminatory Vendors
9. Respondent’s Representation and Authorization
10. Manufacturer’s Name and Approved Equivalents
11. Performance Qualifications
12. Public Opening
13. Electronic Posting of Notice of Intended Award
14. Firm Response
15. Clarifications/Revisions
17. Contract Formation
18. Contract Overlap
19. Public Records
20. Protests
21. Limitation on Vendor Contact with Agency During Solicitation Period

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

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

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

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:
   • an electronic signature on the response, generally,
   • an electronic signature on any form or section specifically calling for a signature, and
• an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

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

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

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

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

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

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

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

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

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

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

• The respondent is not currently under suspension or debarment by the State or any other governmental authority.
• To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
• Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
• The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
• The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
• The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
• Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  o Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  o Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
• The product offered by the respondent will conform to the specifications without exception.
• The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
• If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
• The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
• The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent’s preparation of its bid.
• All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTENTS:

3.1 Additional Definitions.
3.2 Order of Events.
3.3 MyFloridaMarketPlace Sourcing Tool Training.
3.4 Sourcing Tool Tips.
3.5 Email Notification.
3.6 Order of Precedence.
3.7 Who May Bid.
3.8 Execution of Bid.
3.9 Submittal of Bid.
3.10 Amendments to The Solicitation Documents.
3.11 Bid Evaluation Criteria.
3.12 Ordering Instructions.
3.13 Basis For Award.
3.14 Special Accommodation.
3.15 Technical Documentation.
3.16 Lobbying.

3.1 Additional Definitions.
“Manufacturer” means the entity that holds the trademark in the identified brand name.

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

“Servicing Dealer” refers to a person or entity authorized by the Manufacturer to sell the Manufacturer’s products in the Florida government market.

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

The Event Timeline gives the date and time (where applicable) for major activities in the solicitation. See Section 1.3 of this solicitation document for the Event Timeline.

3.3 MyFloridaMarketPlace Sourcing Tool Training.
This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool. Training materials can be found at http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm. Copy link and paste into access site! Download and review the document titled ITB Event User Guide.

- For all technical questions about the Sourcing Tool, vendors should contact the MyFloridaMarketPlace Customer Service Desk at (866) FLA-EPRO or vendorhelp@myfloridamarketplace.com.
- For additional information / assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at following link: https://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.
This site includes:
a. Solicitation User Guides  
b. OnDemand web-based Sourcing training link  
c. WinZip FAQs  
d. Vendor FAQs  

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

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

After hitting the SUBMIT button, it is your responsibility to check your submitted bid response within the Sourcing Tool to verify that your response is accurately and completely captured within the Sourcing Tool. You must do this while there is time remaining in the bidding period in case you discover an error and need to resubmit a revised bid response.  

To validate your bid response, you should do the following before the bidding period ends:  
1. Go to the “My Bids / My Responses” tab within Sourcing Tool after you submitted your bid response  
2. Click on the Bid ID My last submitted bid response  
3. Review entire bid number of your last submitted bid response  
   response to make sure all responses are complete, accurate and as you intended to submit.  

Minimum areas to check are:  
- Text boxes – Is your entire answer viewable?  
- Yes/No questions – Is the displayed answer correct?  
- All uploaded document files / scanned documents – Can you open attached document and clearly view entire content?  
- Offline electronic backup copy sent to the State (if applicable) - Can you open attached document and clearly view entire content? Does content of this file match your bid response within the tool (e.g., not an earlier version or working copy)?  
- Pricing Information – Price Sheet (Section 6) uploaded to Sourcing Tool.  
- Required Items – are all items listed on the Bid Preparation Checklist completed as required within the Sourcing Tool?  

It is strongly recommended not to wait until the last minute to save and submit your bid response.  

3.5 Email Notification.  
Vendors are reminded that the Sourcing Tool’s email notifications are an option provided to bidders as a courtesy. The State of Florida is not under any obligation and does not guarantee that bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check the MyFloridaMarketPlace Sourcing Tool and/or the Vendor Bid System for information and updates concerning solicitations.  

3.6 Order of Precedence.  
Respondents are encouraged to carefully review all materials contained herein and prepare bids accordingly. In the event any conflict exists between the Special and General Instructions, those
instructions specified in the Special Instructions shall prevail. In the event any conflict exists between the Special and General Conditions, those conditions specified in the Special Conditions shall prevail.

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

- Special Contract Conditions (Section 5)
- Special Instructions to Respondents (Section 3)
- General Instructions to Respondents (PUR 1001) (Section 2)
- General Contract Conditions (PUR 1000) (Section 4)
- Forms (Section 6)
- Price Sheet (Section 6)

This section supersedes Section 2.4, Terms & Conditions, of this solicitation.

3.7 Who May Bid.
The Department will accept bids from responsive and responsible Manufacturers (only) that meet all requirements of this Invitation to Bid.

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

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

3.9 Submittal of Bid.
Respondents will submit their final bid via the MyFloridaMarketPlace Sourcing Tool. In the event a Respondent submits more than one bid, only the last bid received by the MyFloridaMarketPlace Sourcing Tool shall be considered for award. Respondents are responsible for ensuring that its bid is submitted at the proper time. The Department shall not consider late bids and the MyFloridaMarketPlace Sourcing Tool will NOT accept bids after the due date and time specified in the Event Timeline, or as amended by the Department. BIDS MUST BE SUBMITTED IN THE MYFLORIDAMARKETPLACE SOURCING TOOL BY THE DATE SPECIFIED IN THE EVENT TIMELINE.

Manufacturer’s Price List and product literature must be received in CD format no later than the bid closing date and time, to the contact listed in Section 1.2. Other items, as detailed in the Evaluation Checklist (Section 6), must also be received no later than the solicitation closing date and time, to the contact listed in Section 1.2. Outer packaging shall clearly state solicitation title and number, and opening date and time.

3.10 Amendments to the Solicitation Documents.
The Department reserves the right to issue amendments to the solicitation. Notice of any amendment will be posted within MyFloridaMarketPlace and the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to the solicitation. Each bidder is responsible for monitoring the sites for new or changing information concerning this solicitation.
3.11 Bid Evaluation Criteria.
The Department shall evaluate eligible responsive bids. Bids that do not meet all requirements of this
solicitation or fail to provide all required information, documents, or materials will be rejected as non-
responsive. Respondents whose bids, past performance, or current status do not reflect the capability,
integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected
as non-responsible. The Department reserves the right to determine which bids meet the requirements of
this solicitation, and which Bidders are responsive and responsible.

3.12 Ordering Instructions/Contact Information.
On the Ordering Instructions form located in the Forms Section of this RFX, bidders shall identify
persons responsible for answering questions about the bid and administering the Contract and shall
provide information necessary for placing orders under the Contract. Bidders shall also include a list of
authorized servicing dealers with contact name, mailing address, telephone numbers, email address, and
URL. This document will then be uploaded back into the space provided in the Forms Section of this
RFX.

3.13 Basis for Award.
The Department reserves the right to award all items to a single vendor or award to multiple vendors by
item, category, or any other separable portion if deemed to be in the best interest of the State.

The Department reserves the right to accept or reject any and all bids, or separable portions, and to waive
any minor irregularity, technicality, or omission if the Department determines that doing so will serve the
State’s best interest.

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

3.15 Technical Documentation.
Reference Section 3.9, Submittal of Bid, for documentation requirements. Respondent shall not assume
that required documentation is otherwise available to State Purchasing, and the State shall not be
responsible for the accuracy of any technical documentation already in its possession.

Additional technical documentation may be requested at any time before or after contract award. Failure
to supply this technical documentation when requested may result in rejection of your bid response or
termination of contract.

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

Respondents are advised that the following will be included in the Contract for these services:
In accordance with Section 216.347, Florida Statutes, and as provided herein, the Contractor may not
expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive
branch, or any State Agency.
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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

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

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

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

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

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

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

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

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

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

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
(d) **Trade-In.** Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

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

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

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

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

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

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

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

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.
12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor’s authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the
Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer
shall provide the Contractor written notice outlining the particulars of suspension. Examples of the
reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or
other such circumstances. After receiving a suspension notice, the Contractor shall comply with the
notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the
Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time
activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not
entitle the Contractor to any additional compensation.
22. **Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State’s interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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5.1 Eligible Customers
Eligible customers of the contract are all governmental agencies, as defined in Section 163.3164, Florida Statutes, which have a physical presence within the State of Florida; any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools. Specific Authority 287.042(12) FS. Law Implemented 287.012(12) FS. History – New 8-24-04. Reference General Contract Conditions, PUR 1000, for additional information.

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

- Bookcases (wood, metal)
- High density and mobile shelving (manual, electric)
- Display racks and cases
- Audio visual carts and consoles
- Card catalog files
- Carrels
- Library tables and seating
- Circulation desks
- Children’s Reading Furniture

Minor customization of standard product is allowable. Customizations that alter the basic structure or function, or substantially change the appearance of a standard product are not considered minor and will require approval from the Department prior to presentation.

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

5.3 Excluded Products
Items excluded from the Contract include:

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

5.4 Product List
The Product List Form is a listing of product categories available in this Contract (see Section 6 Forms). A category listing, and a listing of Contractors providing those products, will be made available as a reference aid to Customers. This completed Product List form shall be submitted with the ITB response within the Sourcing Tool.

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

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

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

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

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

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

5.7 Price
Respondent shall submit a completed Price Sheet within the MyFloridaMarketPlace Sourcing Tool Items Tab for this solicitation.

Price shall be submitted as a discount off of the current Manufacturer’s Price List. If Respondent holds a Federal GSA contract, the same pricing must be offered to the State. A copy of the GSA contract and corresponding price list (or the GSA discounted price list) shall be submitted in CD format no later than the opening date and time of the solicitation.

The Department reserves the right to reject any discount or term less favorable than those provided to other public entities or cooperative groups, or any discount that does not offer substantial savings to the State.

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

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

- Submit written justification for requested adjustment
- Submit new or revised price list (if applicable)
- Submit copy of GSA approval (if applicable)
- Identify percentage(s) of requested increase and affected products or services, or
- Identify percentage(s) of requested decrease and affected products or services
- Update Contractor State Contract Web Page and electronic catalog in MyFloridaMarketPlace immediately following written approval

When applicable, price increase requests that exceed corresponding Producer Price Index (PPI) increases for the most appropriate commodity category will not be approved. Other review factors may include, but are not limited to, previous pricing adjustments, comparative study of other Contractors offering similar
products, and market trends. The Department reserves the right to accept or reject any requested pricing adjustment, or terminate the contract for convenience.

Unapproved pricing marketed to Eligible Customers may be grounds for finding the Contractor in default, and the Contractor shall be responsible for any reprocurement costs incurred by the Customer.

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

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

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

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

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

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

Purchase Orders may be cancelled only by obtaining approval from the Contractor. Please note that most furniture items are considered custom orders and cancellation may not be an option. If the Contractor approves an item for return, the item may be subject to a re-stocking fee, plus freight charges.

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

5.14 Purchasing Card Program
The State of Florida has implemented a purchasing card program, using the Visa platform. Vendors may receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory but is not the exclusive method of payment. Administrative fees shall not be charged to the Customer.
5.15 Servicing Dealers
Respondent shall name a minimum of two (2) Servicing Dealers or service representatives for the Contract. Respondents are encouraged to utilize Certified Minority Business Enterprise (CMBE) dealers. Respondent shall identify any CMBE dealers on the Servicing Dealer Form (see Section 6). Each dealer or representative named will be responsible for product delivery and installation, as well as providing assistance to Eligible Customers. If Servicing Dealers will be receiving orders on behalf of the Contractor, they are required to register in MyFloridaMarketPlace, and registration confirmation shall be noted on the Servicing Dealer Form. The Respondent’s listing of Servicing Dealers or service representatives shall be submitted on the Servicing Dealer Form within the MyFloridaMarketPlace Sourcing Tool.

5.16 Conformance to Codes
The installing agent shall be responsible for verifying furniture space plan/configuration fits the given space and that all aisles, openings, and doors meet local fire and safety codes and are in conformance with ADA regulations. Also, upon the request of the Department or Eligible Customer, the Contractor shall be responsible for providing written verification of their product’s conformance to current fire and flammability codes, as regulated by the State of Florida.

5.17 Contract Service Requirements.
Requests by State Agencies and Eligible Customers for Product Literature, Price Lists, and Specifications must be provided within five (5) working days after receipt of written request, at no charge to Eligible Customers. The Department reserves the right to review and approve all Product Literature, Price Lists, and promotional materials before distribution to State Agencies and Eligible Customers.

5.18 Delays and Complaints
Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the contract may result in default proceedings and/or termination.

5.19 Ethical Business Practices
Contractor and servicing dealer partners shall work in partnership with the State to ensure a successful and valuable contract. Ethical practices are required of State employees, contractors, and all parties representing the contractor. All work performed under this contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination. Reference General Contract Conditions, PUR 1000, Lobbying and Integrity, paragraph 18 for additional requirements.

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

5.21 Reporting Requirements
In addition to monthly transaction fee reports, the Department reserves the right to require detailed sales reports upon request. Additional information required may include sales reported by Eligible Customer, by product type, by item number, etc. Reference General Contract Conditions, PUR 1000, Transaction Fee, paragraph 14 for monthly reporting requirements.

5.22 Contract Revisions.
Revisions to product, pricing, terms, or presented materials must be approved by the Department prior to advertisement or implementation. Requests for revision shall be submitted in writing to the Contract Administrator for review and approval. See Section 5.8, Price Adjustments, for more information.
5.23 New Products
New products may be considered for addition to the contract. All requests for review shall be made in writing and shall include product literature and pricing (CD format). New products may not be marketed as approved products prior to written approval from the Contract Administrator.

5.24 References
Respondent shall present a minimum of three (3) projects sold to Eligible Customers (defined in Section 5.1) completed in the previous 24 months. See References Form, Section 6.0. Purchase orders or invoices related to each reference shall also be submitted for review. Submitted purchase orders or invoices shall clearly reference the Eligible Customer and shall clearly list the manufacturer’s product. The References Form shall be submitted within the MyFloridaMarketPlace Sourcing Tool. Purchase order or invoice copies shall be submitted in hard copy by the solicitation submission deadline. Failure to comply with this requirement will result in disqualification of Bidder’s response.

5.25 Contractor State Contract Web Page.
This Contract shall be available for review via MyFlorida.com. Within 30 days following notice of contract award, Contractors are required to present a dedicated State Contract Web Page to contain all information listed below:
- Price Sheet (see Section 6)
- Ordering Instructions (see Section 6)
- Servicing Dealers (see Section 6)
- Approved Contract pricing (in Word, Excel, or PDF format)
- Environmental & Recycled Content Information, as addressed in Section 5.28.

The Department shall link the Contractor’s web page to the Contract site on MyFlorida.com. Contractor shall maintain this dedicated State Contract Web Page for the life of the Contract.

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

5.26 MyFloridaMarketPlace (MFMP) Electronic Catalog Requirement
Within 30 days following notice of award, Contractors shall provide a completed data template that contains necessary information to enable your electronic catalog in MyFloridaMarketPlace (MFMP). This format is generally Microsoft Excel. Necessary information may include, but is not limited to, Contractor name, SKU, brand/manufacturer, product name and brief description, unit of measure, and price. Contractor shall provide this information in the format required by the MyFloridaMarketPlace third-party Service Provider. No costs or expenses associated with providing this information shall be charged to the Department, Customers, or Service Provider.
5.27 State Objectives (rev. 07/28/04).
Respondent is noticed that within thirty (30) calendar days following award of the contract, the Contractor shall submit plans addressing each of the State’s five (5) objectives listed below, to the extent applicable to the items/services covered by this solicitation.

1) **One Florida Initiative:** Florida is a state rich in its diversity. Governor Bush’s One Florida Initiative is dedicated to fostering the continued development and economic growth of small and minority and women-owned businesses. Central to this initiative is the participation of a diverse group of vendors doing business with the state.

To this end, it is vital that minority and women-owned business enterprises participate in the State’s procurement process as both prime contractors and subcontractors under prime contracts. Small and minority and women-owned businesses are strongly encouraged to submit replies to this solicitation.

To track the success of the One Florida Initiative, which has achieved substantial gains in extending opportunity to minority- and women-owned businesses, the State of Florida maintains data to establish benchmarks from which to measure supplier diversity in State contracting. Vendors who contract with the state are obligated to provide information related to the use of minority- and women-owned businesses and subcontractors.

The Contractor shall submit documentation addressing the Governor’s One Florida Initiative and describing the efforts being made to encourage the participation of small and minority and women-owned businesses. Please refer to the Governor’s “Equity in Contracting Plan” when preparing this documentation:

http://www.oneflorida.org/myflorida/government/governorinitiatives/one_florida/equity_contracting.html

Equity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Equity in Contracting documentation shall include the timely reporting of spending with certified and other minority business enterprises. Such reports must be submitted at least quarterly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract.

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

3) **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplaces of Florida’s suppliers and contractors drug free. Section 287.087
of the Florida Statutes provides that, where identical tie proposals are received, preference shall be
given to a proposal received from a Respondent that certifies it has implemented a drug-free
workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free
workplace program. The Contractor shall describe how it will address the implementation of a drug
free workplace in offering the items of bid.

4) Products Available from the Blind or Other Handicapped (RESPECT):
The State supports and encourages the gainful employment of citizens with disabilities. It is
expressly understood and agreed that any articles that are the subject of, or required to carry out,
this contract shall be purchased from a nonprofit agency for the blind or for the severely
handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and
under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for
purposes of this contract the person, firm, or other business entity carrying out the provisions of this
contract shall be deemed to be substituted for the state agency insofar as dealings with such
qualified nonprofit agency are concerned." Additional information about the designated nonprofit
agency and the products it offers is available at http://www.respectofflorida.org.

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

5) Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):
The State supports and encourages the use of Florida correctional work programs. It is expressly
understood and agreed that any articles which are the subject of, or required to carry out, this
contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same
manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for
purposes of this contract the person, firm, or other business entity carrying out the provisions of this
contract shall be deemed to be substituted for this agency insofar as dealings with such corporation
are concerned. Additional information about PRIDE and the products it offers is available at

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

5.28 Environmental & Recycled Content Requirements
The State of Florida, as outlined in Florida Statutes 287.045, is committed to reducing waste and
promoting energy conservation. To that effort, Respondents are required to meet minimum recycled
content standards AND to submit information relating to their company’s environmental policy and
implementation process.

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

- Pollution prevention opportunities
- Energy conservation
- Water conservation
- Green House Gas (GHG) reductions
- Disposal of solid and/or hazardous waste
- Recycling of scrap
- Health and safety issues
- Community involvement
If applicable, Respondent shall also submit any prepared and/or approved documentation in relation to the BIFMA Sustainability Guidelines, ISO 14001, and EPA Comprehensive Procurement Guidelines.

Respondent shall identify all product lines (or products) including recycled content and/or post consumer recycled content.

Respondent shall confirm that all corrugated cardboard materials and containers used in the packaging and transport of office furniture products will be made with a minimum of 35% recycled material (post-consumer and/or post-industrial) and meets standard performance requirements. Verification of the recycled material content shall be confirmed in writing by the product supplier or through documented specifications from the product supplier, and shall be submitted in CD format no later than the opening date and time. Solicitation responses not including the detailed Environmental Policy and verification of recycled content in packaging and transport materials may be rejected.

Contractor shall provide a link to their Environmental Policy and any additional industry documentation on the State Contract Web Page as described in Section 5.25.

**DEFINITIONS:**

**Environmental Policy or Mission:** Is a statement by the organization of its intentions and principles in relation to its overall environmental performance, which provides a framework for action and for the setting of its environmental objectives and targets.

**Greenhouse Gas Emissions:** Emissions of gases related to human activities that accelerate the “greenhouse effect.” The term “greenhouse effect” describes the natural heat-trapping qualities of trace gases in the Earth’s atmosphere.

**Post-Consumer Content:** Materials in a recycled product which are derived from businesses or consumers after having served their intended uses, and which have been separated or diverted from solid waste for the purpose of collection, recycling and disposition.

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

**5.29 Insurance**

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

**INSURANCE, CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE**
BID PREPARATION CHECKLIST

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

Check off each of the following as you comply:

_______ The Respondent has fulfilled all Sales Summary, Usage Fee, and Transaction Fee reporting and payment requirements as specified in the terms and conditions of all agreements with State of Florida agencies.

_______ Downloaded and Read entire solicitation, including all attachments and forms.

_______ If necessary, reviewed the MyFloridaMarketPlace Sourcing Tool Online Training Guide and / or received assistance from the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or vendorhelp@myfloridamarketplace.com.

_______ Viewed answers to submitted questions as posted in addendum to solicitation on the MyFloridaMarketPlace Sourcing Tool.

_______ Uploaded required attachments to the MyFloridaMarketPlace Sourcing Tool.

   _______ Product List
   _______ Price Sheet
   _______ Ordering Instructions
   _______ Servicing Dealer Form
   _______ Savings/Price Reductions Form
   _______ References Form

_______ Saved and submitted Bid in the MyFloridaMarketPlace Sourcing Tool.

_______ Mailed or delivered all required documentation to the attention of the Contact Person listed in section 1.2, to be received no later than the opening date and time.

   _______ Price List and Product Literature (on CD)
   _______ Purchase order or invoice copies (see Section 5.24)
   _______ Environmental Policy & Packaging Recycled Content Verification
   _______ Contract Form (signed original)

Outer packaging shall clearly state Bid Title, Solicitation Number, and Bid Opening Date and Time!
PRODUCT LIST

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

BOOKCASES:
  ___Wood
  ___Metal

HIGH DENSITY AND MOBILE SHELVING:
  ___Manual
  ___Electric

DISPLAY RACKS AND CASES:

AUDIO VISUAL CARTS AND CONSOLES:

CARD CATALOG FILE:

CARRELS:

LIBRARY TABLES AND SEATING:

CIRCULATION DESKS:

CHILDREN'S READING FURNITURE:
PRICE SHEET
(This form may be duplicated as necessary.)

MANUFACTURER’S BRAND NAME: ____________________________________________

PRICE LIST NAME/NUMBER/DATE: __________________________________________

FIXED DISCOUNT FROM LIST PRICES/GSA DISCOUNT: ____________________________

ADDITIONAL QUANTITY DISCOUNTS:
List additional discounts applicable to any single order of any combination of awarded contract items, to be delivered at one time to one destination. Additional discount tiers may be included in this form.

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QUICK SHIP PROGRAMS ARE AVAILABLE FOR:
List any series/products available on quick ship.

INSTALLATION:
Charges may be listed as cost per item, % of net cost of items, or negotiable per project.

SPACE PLANNING COSTS / DESIGN FEES:
Costs may be listed as cost per hour, or negotiable per project.

SHIPPING/DELIVERY COSTS:
If there are additional costs not already listed in the discounted price, please detail those below.
ORDERING INSTRUCTIONS

RESPONDENT: _________________________________________________________________

Federal ID Number: __________________________________________________________

**Ordering Information:**

Please provide the following information about where Customers should direct orders. You **must** provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide an Internet address. **NOTE:** Duplicate as necessary for multiple ordering locations.

Name: _____________________________________________________________

Title: ________________________________________________________________

Street Address or P.O. Box: ____________________________________________

City, State, Zip: ______________________________________________________

Email Address: _______________________________________________________

Phone Number: _______________________________________________________

Toll Free Number: _____________________________________________________

Ordering Fax Number: _________________________________________________

Internet Address: _____________________________________________________

Federal ID Number: ___________________________________________________

**Remit Address:**

City, State, Zip: _______________________________________________________

Please identify the person who will be responsible for administering the Contract on your behalf if award is made, and include an emergency contact phone number:

Name: _______________________________________________________________

Title: _________________________________________________________________

Street Address: _______________________________________________________

E-mail Address: _______________________________________________________

Phone Number(s): ____________________________________________________

Fax Number: __________________________________________________________

If the person responsible for answering questions about the bid is different from the person identified above, please provide the same information for that person.

Name: _______________________________________________________________

Title: _________________________________________________________________

E-mail Address: _______________________________________________________

Phone Number(s): ____________________________________________________

Fax Number: __________________________________________________________
Please identify the person who will be responsible for maintaining the dedicated web site AND the electronic catalog information through MyFloridaMarketPlace.

Name: _________________________________________________________________

Title: _________________________________________________________________

Street Address: _________________________________________________________

E-mail Address: _________________________________________________________

Phone Number(s): _______________________________________________________ 

Fax Number: __________________________________________________________________

Please be advised that vendors are responsible for verifying and maintaining the correct contact and address information within their MyFloridaMarketPlace vendor registration account. Failure to do so may result in the vendor being deemed ineligible to conduct business with the State of Florida.
Authorized Servicing Dealer & Representatives Form

Servicing Dealers
Per the requirements listed in the Special Contract Conditions, section 5.15, please list below all authorized servicing dealers that will be providing service/product by participating on your State Contract.* Please note that any dealer receiving orders on this contract must be registered in MyFloridaMarketPlace.

The following information must be completed in its entirety for each dealer:

Dealer Name: ________________________________
Dealer Address: ________________________________
City, State, Zip Code: ________________________________
Office Phone/Fax: ________________________________
Email Address: ________________________________
Contact Person: ________________________________
Vendor Tax ID Number: ________________________________

*Please identify any CMBE (Certified Minority Business Enterprise) dealers participating in this contract.

Manufacturer Representation
Please list below all field representatives (directly employed by the manufacturer) that will be participating on your State Contract team.

Manufacturer's representative: ________________________________
Position title: ________________________________
Address: ________________________________
Office phone / fax: ________________________________
Cell phone / pager: ________________________________
Email address: ________________________________
Geographic area of territory: ________________________________

(This form may be duplicated as necessary.)
REFERENCES

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

Reference solicitation section 5.24 References, for additional requirements.

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

Reference #1:
Agency or Institution:
Contact Name:
Address:
City, State, Zip:
Telephone Number:
Email address (if available):
Date project completed:

Reference #2:
Agency or Institution:
Contact Name:
Address:
City, State, Zip:
Telephone Number:
Email address (if available):
Date project completed:

Reference #3:
Agency or Institution:
Contact Name:
Address:
City, State, Zip:
Telephone Number:
Email address (if available):
Date project completed:
CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM (PUR 7009)

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

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).

4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

RESPONDENT: ____________________________________________________________

By: _________________________________________________________________

Authorized Signature                                      Print Name and Title
SAVINGS/PRICE REDUCTIONS

Invitation to Bid/Request for Proposal/Invitation to Negotiate/SPA No. ______________________

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

DATE ______________________

COMPETITIVE PRICES OFFERED AVERAGE ______________________ % SAVINGS.

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

________________________________________

________________________________________

________________________________________

AUTHORIZED SIGNATURE: ______________________

TELEPHONE NUMBER: ______________________

BIDDER/RESPONDENT NAME: ______________________

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

________________________________________

________________________________________

________________________________________

WHAT WERE THE RESULTS? ______________________

PURCHASING ANALYST/SPECIALIST: ______________________

PUR 7064 (Rev 2/04)
CONTRACT

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

The Contractor responded to the Department’s Invitation to Bid No. 17-420-590-M Library Furniture. The Department has determined to accept the Contractor’s bid and to enter into this Contract in accordance with the terms and conditions of the solicitation.

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

- Any written amendments to the Contract
- This document
- Special Conditions
- Special Instructions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)
- Any Purchase Order under the Contract
- Contractor’s bid

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

Contractor Name: __________________________________________
Street Address or P.O. Box: _____________________________________
City, State, Zip: _____________________________________________

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

A. CONTRACTOR’S COMPREHENSIVE GENERAL LIABILITY COVERAGES, BODILY INJURY OCCurrence, & PROPERTY DAMAGE Single Limit

\[ \text{Each} \quad \$300,000.00 \quad \text{Combined} \]

B. AUTOMOBILE LIABILITY COVERAGES, BODILY INJURY OCCurrence, & PROPERTY DAMAGE Single Limit

\[ \text{Each} \quad \$100,000.00 \quad \text{Combined} \]

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

5.30 Contractor Additions

The addition of manufacturers will not be considered until the time of the contract anniversary date of one year; and after that date, as determined by the Department to be in the best interest of the State. Requests for addition to contract shall include the following, and will not be reviewed until all information has been submitted to the Contract Administrator:

- Completed solicitation documents, required forms, and technical documentation.
- Completed State Contract Web Site.
- Proof of registration in MyFloridaMarketPlace.
- Three letters from Eligible Customers supporting Manufacturer’s addition to contract.

Referenced solicitation documents will be available for download on the Department’s web site, http://dms.myflorida.com/, specifically within the web site for the resulting State Term Contract for Library Furniture.

Review for addition to contract will also include scope compatibility, product representation on the existing contract, and established evaluation criteria. Submittal of a request for addition and/or completed documents does not imply immediate or eventual award, nor does it imply any obligation on the Department to make an award.
6.0 FORMS

CONTENTS:

Bid Preparation Checklist
Product List
Price Sheet
Ordering Instructions
Servicing Dealers Form
References
Savings/Price Reductions Form (PUR 7064)
Certification of Drug Free Workplace Program (PUR 7009)
Contract Form
Contract State of Florida

Contract Number: 420-590-07-1
Contract Term: February 21, 2007 to February 20, 2015
Library Furniture

Brand Name Bid: AGATI

Price List Name/Number:
GSA, Authorized Federal Supply Schedule Price List, Group 71, Part III, Special Use Furniture, FSC Classes: 6530, 7105, 7110, 7125, 7195 and 7210; GSA Contract No. GS-28F-0010K

Fixed Discount:
51.5% GSA Discount from 2011 List Prices

Additional Quantity Discounts NET Order:
$ 5,000 - $15,000........................additional discount 1%
$15,001 - $25,000.........................additional discount 2%
$25,001 - $50,000.........................additional discount 3%
$50,001 - $75,000.........................additional discount 4%
$75,001 - $100,000......................additional discount 5%

Quick Ship: Not Available
Installation: Negotiable on a project-by-project basis.
Space Planning: Negotiable

Shipping/Delivery: FOB Destination.
Additional charges apply per-project. 12% fuel surcharge.

LEED Information:
AGATI_Environmental_Policy.pdf (520 KB)

PRICELIST:
Agati_GSA_PriceList_1-11.pdf (7963 KB)

ORDERING:
Spurs Vendor No: F363529331001
Vendor: AGATI, Inc.

All Orders and Direct Inquiries Should Be Directed to:
Seb Agate
AGATI, Inc.
371 N. Roscoe Blvd.
Ponte Vedra, FL 32082
T 904-280-8687

www.agati.com/contracts-florida/
AGATI does accept the State of Florida Purchasing Card (VISA)

SERVICING DEALERS:

Richard George
R. George & Associates
945 Island Grove Drive
DeLand, FL 32724
T 386-736-2326
F 386-736-3706

R. George & Associates
Contact: Mary Bickel
P. O. Box 2854
DeLand, FL 32721-2854
T 386-736-2326
Toll Free 866-833-3441
F 386-736-3706

R. George & Associates
Contact: Aaron Kemble
18459 Old Princeton Lane
Boca Raton, Florida 33498
T 561-487-2671
Toll Free 866-235-6960
F 561-487-2672

Interior Contract Services, Inc.
G. Larry Weed, President
Suite 100
3939 North John Young Parkway
Orlando, FL 32804-3233
T 407-294-4141
F 407-297-1477
AMENDMENT NO. 2
STATE TERM CONTRACT FOR LIBRARY FURNITURE
CONTRACT NO. 420-590-07-1

THIS AMENDMENT, to be effective on February 21, 2011, between (“Contractor”) and the State of Florida, Department of Management Services (“Department”), modifies the Contract between the parties dated February 21, 2007.

WHEREAS, the Contract (i) was originally entered on February 21, 2007, and (ii) is scheduled to expire on February 20, 2011;

WHEREAS, in accordance with Section 287.057(13), Florida Statutes, the parties desire to renew the Contract for an additional one (1) year period, beginning February 21, 2011 through February 20, 2012, and

NOW, THEREFORE, in addition to any other rights set forth in the Contract, the Parties agree as follows:

1. **Contract Renewal.** The Contract, as modified above, is hereby renewed effective from February 21, 2011 through February 20, 2012.

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

3. **Effect of a Replacement Contract.** A replacement contract may be established under a new solicitation process prior to February 20, 2012. In such case, the Department may terminate this Contract prior to February 20, 2012.

4. **Other Terms.** All other terms and conditions of the Contract, including all executed amendments remain in full force and effect.

**State of Florida**
Department of Management Services

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

**CONTRACTOR**

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

Approved as to form and legality:

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

Date
March 10, 2008

MEMORANDUM NO.: (420-590-07-1) -1

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 420-590-07-1
Title: Library Furniture

- Blanton & Moore Company, LLC has been acquired by Jasper Seating Company, Inc.

- Effective April 1, 2008, this contract is revised to replace Blanton & Moore Company, LLC with Jasper Seating Company, Inc. The Ordering Instructions and Price Sheets are revised to reflect this change.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to Mina Barekat at (850) 488-1985, Suncom 278-1985, mina.barekat@dms.myflorida.com.
Beautiful Wood Furniture

Responsible Manufacturing

AGATI’s mission is to be a high quality furniture resource to architects, designers and clients through our design, engineering, and project management expertise. Each design is carefully considered for structure, strength, and durability. These elements are critical to a long product lifecycle and reduced landfill waste. We produce sustainable products by using renewable hardwoods and other natural materials to meet the goals of green architecture.

Designing for the Future

AGATI designs stand the test of time. Classic designs that do not cater to trends extend the longevity of our products. Clients are more likely to hold onto furniture for their lifespan versus discarding and buying new because of outdated styles.

Standard Practices

Materials:

AGATI’s main material sources are hardwoods, which are sustainable solutions for eco-effective design and fabrication. AGATI uses locally grown hardwoods, coming from responsibly managed forests. American hardwoods (oak, cherry, maple, walnut) are renewable resources.

AGATI now offers FSC (Forest Stewardship Council) wood seating certified for “chain of custody.” Only wood from SFI or PEFC certified forests is used and a certificate is provided proving wood was harvested legally and taken from an FSC managed forest. Proof of chain of custody will also be provided.

AGATI now offers furniture with FSC woods and composite cores. A certificate will be provided to prove the materials are FSC certified.

AGATI is switching to using "CARB" (California Air Resources Board) compliant composite wood products. This standard addresses the formaldehyde emissions from the composite wood products by reducing the parts per million levels of VOCs emitted into the atmosphere by the formaldehyde found in current composite wood products.

Water based glues are used for almost every application. Low VOC glues are Greenguard certified and used for all other applications.

AGATI now offers water-based finishes.

Continues . . .
As a wood furniture manufacturer, our efforts are to keep our forests healthy. AGATI believes in responsible business practices now to ensure that we will have forests for future generations to enjoy.

**Construction:**

- AGATI engineers its chairs for superior lumbar support, patron comfort and long life, not ease of manufacturing.
- Many chair parts are steam bent rather than machined from glued-up or larger boards. More efficient use of product, results in less waste.
- Whenever possible, table legs are machined from blanks cut from wood bats (short log cut-offs from the sawmill) instead of resawing thicker lumber. This process allows greater lumber yield from the log and reduces waste.
- Table work surfaces are fabricated with Forbo Linoleum made from readily renewable natural materials. Forbo offers independent, peer-reviewed, full product Life-Cycle Assessments (LCA). Both Forbo and our laminate vendors are Greenguard certified.
- The steel AGATI uses has a 50% recycled rate for all metal furniture. Powder coat finishes are available which means no VOCs.
- Brushed stainless steel finishes are also available in select products.

**Shipping and Disposal:**

- Approximately 95% of AGATI shipments are blanket wrapped cutting back on packaging and waste and allowing for re-use of blankets.
- AGATI utilizes "Just-in-Time" manufacturing which results in less storage, less waste and conserves resources.
- AGATI waste is disposed of in a safe and controlled manner. The waste is picked up and recycled. AGATI uses what it is able to of the scrap (less waste) and whatever scrap is not used is also disposed of and recycled.

AGATI believes that being a green company is more than just providing a certificate. We are constantly researching ways to be more sustainable and stay in step, if not ahead, of the green movement. We believe in cradle-to-cradle green processes and continue to educate ourselves, our clients and our vendors in this tireless endeavor to ensure the well-being of the planet. For more information about CARB, FSC, VOCs, we invite you to visit us at www.agati.com.
AMENDMENT NO. 3
To State Term Contract 420-590-07-1
Furniture: Library

This Amendment No. 3 ("Amendment"), effective as of February 21, 2012, or on the last date on which it is signed by all parties, whichever is later, to the Furniture: Library, Contract No. 420-590-07-1 ("Contract") effective between the State of Florida, Department of Management Services ("Department" or "Customer") and CONTRACTOR ("Contractor"). Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

WHEREAS the Contract was originally entered on February 21, 2007 with Contractor for the provision of Library Furniture, and is scheduled to expire on February 20, 2012; and is hereby renewed for a period of one year through February 20, 2013; and

WHEREAS in accordance with Section 4.26 of the State Term Contract No. 420-590-07-1, upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer; and

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

1.0 Contract Renewal. The Department hereby executes its renewal option pursuant to the provision of Section 4.26 Renewal of Contract and in accordance with Section 287.068(13), Florida Statues, for one year and is hereby renewed effective February 21, 2012 through February 20, 2013.

2.0 Reporting Requirements. Section 5.21, of Contract No. 420-590-07-1, is superseded and entirely replaced with the following:

5.21 Contract Reporting Requirements
Each Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:
- Quarter 1 - (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:
- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail will include:
<table>
<thead>
<tr>
<th>Part Number/SKU</th>
<th>Your product part number if applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item / Service Name</td>
<td>Given name of Item or Service</td>
</tr>
<tr>
<td>MFG</td>
<td>Manufacturer, Publisher, Service Provider</td>
</tr>
<tr>
<td>Item Category</td>
<td>Description of the product category, according to attached table</td>
</tr>
<tr>
<td>Item Subcategory</td>
<td>Additional grouping for item</td>
</tr>
<tr>
<td>Product Description</td>
<td>Additional detail for item</td>
</tr>
<tr>
<td>Customer Name</td>
<td>State Agencies, Universities, Political Subdivisions, Other Eligible Users</td>
</tr>
<tr>
<td>NIGP Code</td>
<td>National Institute of Government Procurement code</td>
</tr>
<tr>
<td>Florida Commodity Code</td>
<td>Florida Commodity Code</td>
</tr>
<tr>
<td>UOM</td>
<td>Unit of Measure</td>
</tr>
<tr>
<td>UOM Desc</td>
<td>Description of unit of measure (see example)</td>
</tr>
<tr>
<td>Volume Qty</td>
<td>Number of items/services purchased/provided</td>
</tr>
<tr>
<td>Order Date</td>
<td>Order date</td>
</tr>
<tr>
<td>Date Delivered</td>
<td>Delivered date to customer</td>
</tr>
<tr>
<td>Purchase Type</td>
<td>Purchase Order, Payment Card, Other</td>
</tr>
<tr>
<td>List Price</td>
<td>List price (Market + fee contracts use market price)</td>
</tr>
<tr>
<td>Contract Price</td>
<td>Contracted price with state per contract terms</td>
</tr>
<tr>
<td>Additional Fields</td>
<td>Any new information related to your company's products/services</td>
</tr>
</tbody>
</table>

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the contract supplier being found in default and cancellation of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

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

4.0 Scrutinized Company List. In executing this contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215 473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may
immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

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

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

State of Florida,  
Department of Management Services:  
By: ____________________________
Name: **Kelly Loll, C.P.M.**  
Chief Procurement Officer &  
Director of State Purchasing  
Title: ____________________________
Date: ____________________________

CONTRACTOR:  
By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________

Approved as to form and legality  
By: ____________________________
Office of the General Counsel  
Department of Management Services  
Date
February 3, 2011

MEMORANDUM NO.: (420-590-07-1) -2

TO: Department Addressed / User Agency

FROM: State Purchasing

SUBJECT: Contract No. 420-590-07-1  
Title: Library Furniture

The following changes have been made to the subject contract:

- The contract has been renewed for one additional year from February 21, 2011 through February 20, 2012.
- Gaylord Brothers, Inc. declined to renew the contract.
- Contract pricing has been re-negotiated with the following contractors, to be effective on the renewal date:
  - Borroughs Corporation increased their base discount to 42.5%.
  - Built-Rite Office Furniture offered a 3% price reduction.
  - Furniture By Designs, Inc. offered a 3% price reduction.
  - International Library Furniture Company offered a 5% price reduction.
  - Mediatechnologies, A Division of Silver Street, Incorporated offered a 3% price reduction.
  - Montel Aetnastak, Inc. offered a 3% price reduction.
- All other discounts, pricing, terms and conditions remain the same.
- This renewal contract will be superseded by any new contract resulting from a solicitation during the renewal period.

Any question or problems in delivery or service that may arise regarding this contract should be directed to Mina Barekat at (850) 488-1985, mina.barekat@dms.myflorida.com.
This Amendment No. 4 ("Amendment"), effective as of February 21, 2013, or on the last date on which it is signed by all parties, whichever is later, to the Furniture Library Contract No. 420-590-07-1 ("Contract") effective between the State of Florida, Department of Management Services ("Department" or "Customer") and CONTRACTOR ("Contractor"). Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

WHEREAS the Contract was originally entered on February 21, 2007 with Contractor for the provision of Library Furniture, and is scheduled to expire on February 20, 2013; and is hereby renewed for a period of two years through February 20, 2015; and

WHEREAS in accordance with Section 4.26 of the State Term Contract No. 420-590-07-1, upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer; and

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

1.0 Contract Amendment.

The Department hereby exercises its renewal option pursuant to the provision of Section 4.26 and 5.2 of the State Term Contract; the State Term Contract 420-590-07-1 is renewed for two years at the same terms and conditions, with a new contract expiration date of February 20, 2015.

2.0 Conflict. To the extent any of the terms of this Amendment conflict with the terms of the contract, the terms of this Amendment shall control.

3.0 Warrant of Authority.

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

4.0 Effect.

Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.
State of Florida,
Department of Management Services:

By: ____________________________

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

«Company_Name»:

By: ____________________________

Name: __________________________
Title: __________________________
Date: __________________________