



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
INVITATION TO BID  
COMMODITIES

Page 1 of 30 pages

SUBMIT BID TO:

Florida Department of Environmental Protection  
Procurement Section, Carr Building, Room 235  
3800 Commonwealth Boulevard, MS#93  
Tallahassee, Florida 32399-3000  
Telephone Number: 850-245-2361

AGENCY RELEASE DATE:  
September 17, 2011

SOLICITATION TITLE:

**PRINTING OF FLORIDA STATE PARK GUIDES**

SOLICITATION NO:

**2011014C**

BIDS WILL BE OPENED:

**THURSDAY, OCTOBER 7, 2010 @ 3:00 PM**

and may not be withdrawn  
within

**90**

days after such date and time.

VENDOR NAME:

VENDOR MAILING ADDRESS:

CITY – STATE – ZIP:

PHONE  
NUMBER:

FREE NUMBER:

FAX NUMBER:

EMAIL  
ADDRESS:

FEID NO.:

\_\_\_\_\_  
\*AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
\*AUTHORIZED SIGNATURE (TYPED), TITLE

**\*This individual must have the authority to bind the respondent.**

TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation To Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

**RESPONDENT CONTACTS:** Please provide the name, title, address, telephone number, and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings, as may be appropriate regarding the solicitation schedule.

**PRIMARY CONTACT:**

**SECONDARY CONTACT:**

NAME, TITLE:

NAME, TITLE:

ADDRESS:

ADDRESS:

PHONE  
NUMBER:

PHONE  
NUMBER:

FAX NUMBER:

FAX NUMBER:

EMAIL  
ADDRESS:

EMAIL  
ADDRESS:

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## SCHEDULE OF EVENTS

### Solicitation Number: 2011014C PRINTING OF FLORIDA STATE PARK GUIDES

| SCHEDULE                                 | DATES                                                                                  | METHOD                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Bid Advertised                           | <b>September 17, 2010</b>                                                              | Vendor Bid System<br><a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu">http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu</a>                                                                                                                                                                            |
| Questions Submitted in Writing           | By 5:00PM<br><b>September 23, 2010</b>                                                 | Submit to:<br>Rebecca Hale, Purchasing Specialist<br>Procurement Section, Room 235<br>Florida Department of Environmental Protection<br>3800 Commonwealth Blvd, MS93<br>Tallahassee, FL 32399-3000<br><br>Fax: (850) 245-2412<br>E-mail: <a href="mailto:rebecca.hale@dep.state.fl.us">rebecca.hale@dep.state.fl.us</a> |
| Answers to Questions                     | By 3:00PM<br><b>September 24, 2010</b>                                                 | Vendor Bid System<br><a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu">http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu</a>                                                                                                                                                                            |
| <b>SEALED BIDS DUE AND OPENED</b>        | <b><i>Must be received no later than:</i></b><br><br><b>3:00PM<br/>October 7, 2010</b> | <b><i>Submit to:</i></b><br><b><i>Florida Department of Environmental Protection</i></b><br>Procurement Section, Room 235<br>ATTN: Rebecca Hale, Purchasing Specialist<br><b><i>3800 Commonwealth Blvd, MS93</i></b><br>Tallahassee, FL 32399-3000                                                                      |
| Anticipated Posting of Recommended Award | <b><i>October 11, 2010</i></b>                                                         | <b><i>Vendor Bid System</i></b><br><b><i><a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu">http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu</a></i></b>                                                                                                                                                |

## SECTION 1.00 INTRODUCTION

### Contents

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- 1.07. Submittal of Bid.
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- 1.10. Bid Sheet.
- 1.11. Addendums.
- 1.12. Basis of Award.
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- 1.14. Florida Department of State Registration Requirements.
- 1.15. Vendor Registration.
- 1.16. State Project Plan.
- 1.17. General Evaluation Information.
- 1.18. Vendor Responsibility.

**1.01. Purpose and Scope.** The Florida Department of Environmental Protection (DEP) invites interested bidders to submit responses in accordance with the solicitation documents. The purpose of this solicitation is to establish a one (1) year term contract with the option to renew for two (2) additional one (1) year periods to provide for the printing of Florida State Park Guides, on an as needed basis.

- 1.02. Solicitation Number:** 2011014C
- 1.03. Solicitation Type:** Invitation to Bid
- 1.04. Date of Issuance:** September 17, 2010
- 1.05. Program Area:** Division of Recreation and Parks  
Office of Information and Recreation Services
- 1.06. Procurement Contact:** Rebecca Hale, Purchasing Specialist  
Procurement Section, Room 235  
Florida Department of Environmental Protection  
3800 Commonwealth Boulevard, MS93  
Tallahassee, Florida 32399-3000  
Telephone Number: (850) 245-2367

**1.07. Submittal of Bid.** Bids must be received **no later than 3:00 p.m. Eastern Time (EST), Thursday, October 7, 2010.**

Sealed bids: All bid sheets must be executed and submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the attached bid sheet (Section 6.00) shall be rejected. All bids are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection.

***CAUTION: A bid received at the office designated after the exact time specified for receipt will not be considered.***

**NOTE: This section supersedes Section 2.00 General Instructions To Respondents (PUR-1001) Paragraph 2.03 Electronic Submission of Responses.**

**1.08. Posting of Bid Tabulation.** Bid tabulation, with recommended award, will be posted for review by interested parties on the Florida Department of Management Services Vendor Bid System on or after Monday, October 11, 2010 and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State observed holidays.

To access the posted results, go to <http://www.myflorida.com>. Once at this site, the steps listed below should be followed to access the Vendor Bid System. The above date is to be used by prospective vendors for planning purposes only and is subject to change.

Click on BUSINESS

Click on "Doing Business with the State"

Under the "Everything for Vendors and Customers" heading, click on "Vendor Bid System"

Click on "Search Advertisements"

Under the "Agency" search field, select the "Department of Environmental Protection" and click on "Initiate Search"

Click on the solicitation number "2011014C"

**NOTE: This section supersedes Section 2.00 General Instructions To Respondents (PUR-1001) Paragraph 2.13 Electronic Posting of Notice of Intended Award.**

**1.09. Questions. Information will not be provided by telephone.** 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.

Any questions from vendors concerning this ITB shall be submitted in writing, identifying the submitter, to Rebecca Hale at the address specified in Section 1.06, by email at [Rebecca.hale@dep.state.fl.us](mailto:Rebecca.hale@dep.state.fl.us) or by facsimile at 850-245-2412 for receipt no later than the time and date specified in the Schedule of Events. Inquiries must reference the date of the bid opening and the bid number. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to a request in full compliance with this provision. E-mail inquiries are preferred; however a hard copy or facsimile is acceptable. All questions and/or changes to the solicitation will be posted on the DMS Vendor Bid System (VBS). It is the prospective vendor's responsibility to periodically check the VBS. FDEP bears not responsibility for any delays, or resulting impacts, associated with a prospective vendor's failure to obtain the information made available through the DMS Vendor Bid System.

**NOTE: This section supersedes Section 2.00 General Instructions To Respondents (PUR-1001) Paragraph 2.05 Questions.**

**1.10. Bid Sheet.** The Bid Sheet, Section 6.00, must be completed, signed by the bidder, and submitted as a part of this bid or the bid will be rejected. The Department will not accept any other type "Bid Form" as a valid response to this bid invitation. By affixing your signature to the Bid Sheet, the vendor hereby states that the bidder has read all bid specifications and conditions and agrees to all terms, conditions, provisions, and specifications. Prior to issuance of a Purchase Order(s), the selected vendor must be properly licensed to do business within the State of Florida, if required by federal or state law, for the service or commodities the bidder will provide this Department under these bid specifications.

**1.11. Addendums.** If the Florida Department of Environmental Protection finds it necessary to supplement, modify, or interpret any portion of the bid specifications or documents during the bidding period, a written addendum will be posted on the DMS Vendor Bid System (VBS). It is the responsibility of the vendor/contractor to be aware of any addenda that might have a bearing on their bid price(s). The price(s) submitted by the vendor/contractor at the time of bid opening will remain firm and cannot be changed.

**1.12. Basis for Award.** The Department intends to make award to the lowest responsible, responsive bidder meeting all specifications and conditions. 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. An electronic purchase order will be sent to the successful vendor. The date that the purchase order is issued will designate the starting date.

**NOTE: This section supersedes Section 2.00 General Instructions To Respondents (PUR-1001) Paragraph 2.17 Contract Formation.**

**1.13. Term of Bid.** The initial term of this bid shall be for the period of October 18, 2010 to October 17, 2011. This bid may be renewed for two (2) additional one (1) year periods at the same terms, conditions, and prices with the written mutual consent of both parties which shall occur within thirty (30) calendar days prior to the ending date of the agreement and be contingent upon appropriation of funds by the Florida Legislature.

The rates provided on the bid form shall be current and effective during the initial period of the bid. The vendor may request an increase in rates, up to 5%, for each year after the initial period. The request to increase the rates must be made in writing to the Department supported by a detailed justification that warrants the requested increase. The request must be submitted at least sixty (60) calendar days prior to the anniversary date of the bid renewal in order for a request to be considered by the Department. The Department shall review the vendor's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase (not to exceed 5% in any one year) shall be authorized by formal amendment to the purchase order.

**1.14. Florida Department of State Registration Requirements.** All entities defined under Chapters 865, 607, 608, 617, 620, or 621, Florida Statutes, seeking to do business with the Florida Department of Environmental Protection shall, prior to issuance of a purchase order, be appropriately registered with the State of Florida's Department of State. Information about the registration process is available at <http://www.sunbiz.org/index.html>.

**1.15. Vendor Registration.** Prior to the issuance of a purchase order by the DEP, the selected vendor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace Vendor Registration System. Information about the registration process is available and registration may be completed at the MyFloridaMarketPlace website: [http://dms.myflorida.com/dms/purchasing/myflorida\\_marketplace/vendors](http://dms.myflorida.com/dms/purchasing/myflorida_marketplace/vendors) (link also available under Business at [www.myflorida.com/](http://www.myflorida.com/)). Prospective vendors who do not have Internet access may request assistance from MyFloridaMarketPlace Customer Service at (866) 352-3776.

The following DMS Class/Group Codes are provided to assist you in your registration efforts: Booklets, Folders, Pamphlets, Brochures, Four Color Process, Commissioned, 696-100.

**1.16. State Project Plan.** The respondent shall submit a written plan addressing the State's five (5) objectives listed below, to the extent applicable to the items/services covered by this solicitation. The DEP expects respondents to address each objective. Objectives not addressed in the selected contractor's response must be addressed prior to issuance of a purchase order. **The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the contract.**

- 1. Minority-, Women-, and Service-Disabled Veteran Business Enterprises.** The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the

State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this solicitation. Small, minority-, women-, and service disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

Quarterly Reports of revenue paid to certified W/MBE and certified SDVBE contractors (agents or subcontractors) as a result of any award shall be provided to the Agency Purchasing Office by the Prime Contractor on an Agency by Agency (or other eligible user) level.

2. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The respondent shall submit as part of this plan, the respondent's plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the respondent company. Reference Rule 62-730.130, 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 the respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of waste.
3. **Certification of Drug-Free Workplace Program:** The State supports and encourages initiatives to keep the workplace 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, the respondent shall sign and submit the "Certification of Drug-Free Workplace Program" Form, attached hereto and made a part hereof as Section 7.00, to certify that the respondent has a drug-free workplace program.
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 <https://secure.imarcsgroup.com/respect/Default.asp>.

The respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of

RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

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, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), 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 this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their response. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEP Solicitation Number, the project title, and the prime contract with whom the firm intends to subcontract.

**1.17. General Evaluation Information.** The DEP reserves the right to accept or reject any or all bids received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be submitted initially in the most favorable manner.

A non-responsive bid shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. A NON-RESPONSIVE BID WILL NOT BE CONSIDERED.

The DEP 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 not force or effect.

**1.18. Vendor Responsibility.** In determining vendor responsibility, the agency may consider any information or evidence which comes to its attention and which reflects upon a vendor's capability to fully perform the bid requirements and/or the vendor's demonstration of the level of integrity and reliability which the agency determines to be required to assure performance of the bid.

END OF TEXT

**SECTION 2.00 GENERAL INSTRUCTIONS TO RESPONDENTS**  
**PUR 1001**

**Contents**

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- 2.03. Electronic Submission of Responses.
- 2.04. Terms and Conditions.
- 2.05. Questions.
- 2.06. Conflict of Interest.
- 2.07. Convicted Vendors.
- 2.08. Discriminatory Vendors.
- 2.09. Respondent's Representation and Authorization.
- 2.10. Manufacturer's Name and Approved Equivalents.
- 2.11. Performance Qualifications.
- 2.12. Public Opening.
- 2.13. Electronic Posting of Notice of Intended Award.
- 2.14. Firm Response.
- 2.15. Clarifications/Revisions.
- 2.16. Minor Irregularities/Right to Reject.
- 2.17. Contract Formation.
- 2.18. Contract Overlap.
- 2.19. Public Records.
- 2.20. Protests.
- 2.21. Limitation on Vendor Contact with Agency During Solicitation Period

**2.01. 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.

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

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

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

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

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

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

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

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

**2.07. 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 (\$35,000) provided in section 287.017 of the Florida Statutes.

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for

any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

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

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

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

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

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

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

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

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

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

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

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

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

**2.20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that

specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

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

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

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

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

END OF TEXT

## SECTION 3.00 TECHNICAL SPECIFICATIONS

### Contents

- 3.01. General Information.
- 3.02. Artwork.
- 3.03. Paper.
- 3.04. Printing.
- 3.05. Quality.
- 3.06. Binding and Finish.
- 3.07. Over/Under Runs.
- 3.08. Proofs.
- 3.09. Author Changes.
- 3.10. Inspecting.

**3.01. General Information.** The bidder is required to examine carefully the specifications and to be thoroughly informed regarding any and all conditions and requirements. No allowances will be made to the bidder because of a lack of knowledge of conditions or requirements and will not relieve any liabilities and obligations. Printing must be of the highest quality in every particular or it will be returned and shall be replaced at the expense of the bidder.

**3.02. Artwork.** The 76-page magazine (72 pages text plus 4 pages cover) will be provided on disk by the Department. Any artwork provided the vendor by the Department or generated by the vendor as part of these specifications shall remain and/or become the property of the Department and must be returned prior to any invoices being processed for payment.

**3.03. Paper.** Cover paper shall be based on text weight and be 80# Gloss Enamel (minimum of 10% post consumer content) or approved equivalent. Text paper shall be 50# Gloss White (minimum of 10% post consumer content) or approved equivalent. The vendor will supply the recognized recycled icon for appropriate placement on the document by the Division of Recreation and Parks. *Note: Submit the brand name and samples of paper if substituting an equivalent or bid may be rejected.*

**3.04. Printing.** Fold size is 8 3/8" x 10 7/8". Flat size is 16 3/4" x 10 7/8". 76 pages, 4-color. Design features include bleeds on all four sides throughout the magazine. Ink coverage on front and back covers will be heavy. Ink coverage on the front and back inside covers will be moderate. Ink coverage on remaining pages will be moderate to heavy. Ink is required to be vegetable-based.

**3.05. Quality.** Register of 4-color process must have no apparent variation. Register of crossovers and backups must be premium quality (may vary  $\pm 1/32$  inch). The ink density of each magazine, across the sheet, must be premium (uniform). Ink density sheet to sheet and throughout run must have no apparent variation. Large solids, tints, and halftones must be premium (dense, even, no mottling or ghosts). There will be no flaws other than a rare hickey. Photographs must apparently match original transparency or print. Trimming will be premium (trims square, occasional  $\pm 1/64$  inch variation). Folding may vary only  $\pm 1/32$  inch. The folding alignment must be premium (rarely crooked).

**3.06. Binding and Finish.** Saddle-stitch and trim.

**3.07. Over/Under Runs.** No overruns or underruns will be acceptable.

**3.08. Proofs.** Printer shall provide blue-line and multi-colored proofs (i.e. match-prints or equivalents). The Department also requests to have a representative present, if feasible, at the beginning of printing run for a press proof.

**3.09. Author Changes.** If changes are requested with returned proofs, the printer must notify the Department of the time and charges involved, or “no charge” if none is to be made, and receive written approval prior to making the changes.

**3.10. Inspecting.** The Department's representative shall be responsible for inspecting the printed materials (proofs) within five (5) days of receipt. Pursuant to Chapter 283.425, Florida Statutes, no printing may be acceptable as in compliance with the contract when the printing is not of the grade of workmanship that is usually employed by professional printers on printing of such class, or when the printing is not the full quantity or acceptable quality of which it has been contracted. The Department shall notify the printer as to acceptance or non-acceptance within the five (5) day acceptance period. The successful bidder shall have fifteen days to correct defects from date of notification by Department without penalty.

**END OF TEXT**

## SECTION 4.00 SPECIAL CONDITIONS

### Contents

- 4.01. Samples.
- 4.02. Initial Order.
- 4.03. Additional Quantities.
- 4.04. Packaging.
- 4.05. Transportation and Delivery.
- 4.06. Drop-Ship Addresses and Quantities.
- 4.07. Invoicing and Payment.

**4.01. Samples.** The Department reserves the right to request samples of like work from the low bidder.

**4.02. Initial Order.** Estimated initial order for the "Florida State Parks" guide will be 250,000 or greater. DEP reserves the right to adjust this quantitative figure as the demand for the product dictates as well as the availability of funds. DEP does not guarantee the purchase of the estimated quantities and will pay for only those products ordered during the contract period.

**4.03. Additional Quantities.** For a period not exceeding the term of this bid, the Department of Environmental Protection, depending on the availability of funds, reserves the right to acquire additional quantities on an as-needed basis, at the same unit price(s), terms and conditions. Order(s) will depend upon the needs of the Department's Division of Recreation and Parks.

**This section supersedes Section 5.05 Additional Quantities of the General Conditions.**

**4.04. 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 remains Customer's property.

Guides shall be shipped in boxes not to exceed 30 lbs. Shrink-wrapping is not allowed. Vendor shall be responsible for off-loading and inside delivery of guides at all delivery locations.

**This section supersedes Section 5.06 Packaging of the General Conditions.**

**4.05. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination, inside delivery, to any point within thirty (30) calendar days after the receipt of a purchase order. The time spent reviewing proofs is not counted in the 30 days. Within five (5) days after receiving a purchase order, the vendor shall notify the customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for purchase order cancellation and vendor suspension.

Total bid price shall be FOB destination, inside delivery. See list below for drop-ship addresses and quantities. A complete drop-ship list with contact names and telephone numbers will be submitted to awarded vendor.

**This section supersedes Section 5.11 Transportation and Delivery of the General Conditions.**

**4.06. Drop-Ship Addresses and Quantities.** 250,000 copies shall be drop-shipped, inside delivery to five (5) Florida Park Service District Offices; four (4) Florida Welcome Centers; and to the following locations in Tallahassee: the Visit Florida Warehouse, and the Florida Department of Environmental Protection Warehouse. Addresses and quantities for delivery points appear below.

| <b><u>Florida Park Service District Offices</u></b>                                      |        | <b><u>Florida Welcome Centers</u></b>                                                                                        |        |
|------------------------------------------------------------------------------------------|--------|------------------------------------------------------------------------------------------------------------------------------|--------|
| District 1 Office<br>4620 State Park Lane<br>Panama City, FL 32408                       | 25,000 | Route 2, Box 20<br>Jennings, FL 32053<br><i>(4 miles north of Jennings on I-75 South)</i>                                    | 30,000 |
| District 2 Office<br>4801 SE 17 <sup>th</sup> Street<br>Gainesville, FL 32641-9299       | 25,000 | Post Office Box 339<br>Yulee, FL 32097<br><i>(7 miles north of Yulee on I-95 South)</i>                                      | 20,000 |
| District 3 Office<br>1800 Wekiwa Circle<br>Apopka, FL 32712                              | 25,000 | Post Office Box 17842<br>Pensacola, FL 32505<br><i>(17 miles west of Pensacola on I-10)</i>                                  | 15,000 |
| District 4 Office<br>1843 Tamiami Trail<br>Osprey, FL 34229                              | 25,000 | 5885 Highway 231<br>Campbellton, FL 32426<br><i>(3 miles north of Campbellton on Hwy 231 West)</i>                           | 10,000 |
| District 5 Office<br>13798 SE Federal Highway<br>Hobe Sound, FL 33455                    | 25,000 | <b><u>Florida Dept of Environmental<br/>Protection Warehouse</u></b><br>3915 Commonwealth Boulevard<br>Tallahassee, FL 32399 | 40,000 |
| <b><u>Visit Florida Warehouse</u></b><br>126 W Van Buren Street<br>Tallahassee, FL 32301 | 10,000 |                                                                                                                              |        |

**4.07. Invoicing and Payment.** As consideration for the commodities rendered under this bid, the Department shall pay the vendor(s) as specified on the purchase order(s). Payments 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 the Vendor due to preparation errors will result in a delay in payment. All bills for amounts due under this bid shall be submitted in sufficient detail as may be required by the Department for a proper pre-audit and post-audit.

**NOTE: This section supersedes Section 5.15 Invoicing and Payment of the General Conditions.**

END OF TEXT

**SECTION 5.00 GENERAL CONTRACT CONDITIONS**  
**PUR 1000**

**Contents**

- 5.01. Definitions.
- 5.02. Purchase Orders.
- 5.03. Product Version.
- 5.04. Price Changes Applicable only to Term Contracts.
- 5.05. Additional Quantities.
- 5.06. Packaging.
- 5.07. Inspection at Contractor's Site.
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- 5.09. Americans with Disabilities Act.
- 5.10. Literature.
- 5.11. Transportation and Delivery.
- 5.12. Installation.
- 5.13. Risk of Loss.
- 5.14. Transaction Fee.
- 5.15. Invoicing and Payment.
- 5.16. Taxes.
- 5.17. Governmental Restrictions.
- 5.18. Lobbying and Integrity.
- 5.19. Indemnification.
- 5.20. Limitation of Liability.
- 5.21. Suspension of Work.
- 5.22. Termination for Convenience.
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- 5.24. Force Majeure, Notice of Delay, and No Damages for Delay.
- 5.25. Changes.
- 5.26. Renewal.
- 5.27. Purchase Order Duration.
- 5.28. Advertising.
- 5.29. Assignment.
- 5.30. Antitrust Assignment
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- 5.32. Employees, Subcontractors, and Agents.
- 5.33. Security and Confidentiality.
- 5.34. Contractor Employees, Subcontractors, and Other Agents.
- 5.35. Insurance Requirements.
- 5.36. Warranty of Authority.
- 5.37. Warranty of Ability to Perform.
- 5.38. Notices.
- 5.39. Leases and Installment Purchases.
- 5.40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
- 5.41. Products Available from the Blind or Other Handicapped.
- 5.42. Modification of Terms.
- 5.43. Cooperative Purchasing.
- 5.44. Waiver.
- 5.45. Annual Appropriations.
- 5.46. Execution in Counterparts.
- 5.47. Severability.

**5.01. 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).

**5.02. 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.

**5.03. 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.

**5.04. 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.

**5.05. 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.

**5.06. 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.

**5.07. 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.

**5.08. 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.

**5.09. 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.

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

**5.11. 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.

**5.12. 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.

**5.13. 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.

**5.14. 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.

- a) 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.*
- b) 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.*
- c) Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering repurchase 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.**

**5.15. 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.

**5.16. 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.

**5.17. 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.

**5.18. 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://dls.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.

**5.19. 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.

**5.20. 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.

**5.21. 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.

**5.22. 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.

**5.23. 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.

**5.24. 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.

**5.25. 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.

**5.26. 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.

**5.27. 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.

**5.28. 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.

**5.29. 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.

**5.30. 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.

**5.31. 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.

**5.32. 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.

**5.33. 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.

**5.34. 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.

**5.35. 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.

**5.36. 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.

**5.37. 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.

**5.38. 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.

**5.39. 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.

**5.40. 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>.

**5.41. 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>.

**5.42. 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.

**5.43. 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.

**5.44. 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.

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

**5.46. 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.

**5.47. 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.

END OF TEXT

## SECTION 6.00 BID SHEET

Each section must be completed on the "Bid Sheet" or the bid shall be deemed non-responsive and therefore rejected. Award will be made to the responsive, responsible bidder offering the **lowest unit price per thousand** for the printing of Florida State Park Guides. The initial order is to be 250,000.

**NOTE: IF BIDDING EQUIVALENT, SAMPLES OF PAPER MUST ACCOMPANY BID OR BID MAY BE REJECTED.**

(PRICE PER THOUSAND)

"FLORIDA STATE PARKS" GUIDE

\$ \_\_\_\_\_

(4 PAGE LOTS)

AUTHOR CHANGES

\$ \_\_\_\_\_

**Specify Recycled Content of Paper**

\_\_\_\_\_

Signature: \_\_\_\_\_

Name of Vendor/Company: \_\_\_\_\_

Printed/Typed Name of  
Authorized Signatory and Title: \_\_\_\_\_

**Footnotes, notations, and exceptions made on this form shall not be considered.**

## SECTION 7.00 CERTIFICATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- (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 the 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 that, 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 vendor complies fully with the above requirements.

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(Signature)

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(Type Name)

---

(Company Name)

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(Address)

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(City, State Zip)

## SECTION 8.00 BID PACKAGE CHECKLIST

To ensure that your bid can be accepted, please be sure the following items are completed and enclosed:

1. \_\_\_\_\_ The Invitation To Bid Sheet (**Page 1**) must be completed and signed. Did you complete the following?
  - a. Vendor Name;
  - b. Vendor Mailing Address;
  - c. City, State, and Zip Code;
  - d. Area Code and Telephone Number;
  - e. Toll Free Telephone Number;
  - f. Fax Number;
  - g. Email Address;
  - h. Federal Employers Identification (FEID) or Social Security Number;
  - i. Type of Business Entity (Corporation, LLC, partnership, etc.)
  - j. Sign Form;
  - k. Print or Type Name of Signatory and Title.
  
2. \_\_\_\_\_ **State Project Plan, (Section 1.16) which addresses the following:**
  - a. Minority-, Women-, and Service-Disabled Veteran Business Enterprises;
  - b. Environmental Considerations;
  - c. Certification of Drug-Free Workplace (complete and sign **Section 7.00**, if applicable);
  - d. Use of RESPECT; and,
  - e. Use of PRIDE.
  
3. \_\_\_\_\_ The Bid Sheet (**Section 6.00**) must be completed and signed. **If a bidder fails to submit a completed Bid Sheet with their bid, the bid will be rejected.** Did you complete the following?
  - a. Bid Prices;
  - b. Sign Form;
  - c. Vendor / Company Name;
  - d. Print / Type Name of Signatory and Title.

This checklist is provided merely for the convenience of the bidder and may not be relied upon in lieu of the instructions or requirements of this solicitation.