RESOLUTION NO. 09-028

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AUTHORIZING EXPENDITURES TOTALING $75,867.00 TO FISHER SCIENTIFIC COMPANY, LLC FOR THE PURCHASE OF A LIBERTY II MOBILE COMPRESSOR AND RELATED TRAINING AND INSTALLATION BASED UPON FL STATE CONTRACT 490-000-07-1, AND PURSUANT TO CITY CODE OF ORDINANCES SECTION 2-797(3); PROVIDING FOR AN EFFECTIVE DATE

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the purchase from Fisher Scientific Company, LLC of a Liberty II mobile compressor and related training and installation based upon Florida state contract 490-000-07-1, and pursuant to city code of ordinances section 2-797(3) in an amount not to exceed $75,867.00 is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of February, 2009.

Authenticated by the presiding officer and Clerk of the Commission on February 4, 2009.

Filed with the Clerk February 4, 2009.

MORGAN MCPHERSON, MAYOR

ATTEST:

CHERYL SMITH, CITY CLERK

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

KEY WEST FIRE DEPARTMENT

To: Jim Scholl, City Manager
From: Mike Karash, Div. Chief, KWFD
Date: 1/7/2009
Reference: Compressor, Fisher Scientific Executive Summary

PROJECT

The department proposes to purchase a Liberty II mobile compressor from Fisher Scientific utilizing an existing purchasing contract with the State of Florida, pursuant to City Code 2 – 797 (3), Exceptions. During the budget process $80,000.00 was allocated for this purchase from Capital (101). $75,867.00 (89,255.00 - $13,388.00 State contract discount) is requested for the purchase of the compressor, training and installation.

The Department proposes the purchase utilizing Fisher Scientific for the following reasons:

- The purchases can be made utilizing existing contract with the State of Florida through Fisher Scientific as authorized on page 38 of the State contract PDF.
- The compressor would be a "twin" of the unit operated by the Navy Fire Department and provide a reliable accessible supply of breathing air, operational familiarity between agencies, shared training opportunities, and service and support coordination.
- An informal survey confirms this is the best pricing for the type and quality portable compressor required for our needs.

OPTIONS:

- Purchase the equipment as planned and budgeted.
- Do not purchase the equipment.

ADVANTAGES:

- The portable air compressor provides for the essential supply of air necessary to safely perform firefighting and rescue operations on scene.

DISADVANTAGES:

- No disadvantages are apparent.

FINANCIAL IMPACT:

Funds were budgeted in the Infrastructure Fund (101) approved FY 08-09 budget.

RECOMMENDATION:

The Key West Fire Department strongly recommends the purchase.

FISHER SCIENTIFIC
QUOTATION

OCTOBER 15, 2008 PAGE: 1

KEY WEST FIRE DEPARTMENT
FIRE STATION 1
1600 NORTH ROOSEVELT BLVD
KEY WEST FL 33040

FISHER SCIENTIFIC COMPANY LLC
3970 JOHNS CREEK COURT
SUITE 500
SUWANEE GA 30024
(800) 226-4732

CUST REF NBR COMPRESSOR

ACCOUNT NBR: 815301-001
QUOTE NBR: 8289-6058-15
TERMS: NET 30 DAYS
DUE DATE:

REQUESTOR: MIKE KARASH
PHONE: 3052928175
FOB: DESTINATION
AUTHORIZED BY: JENNY 121-4073

*** PRICES ARE FIRM THRU 11/14/08 ***
PLEASE REFER TO THE QUOTE NBR ON ALL CORRESPONDENCE
THANK YOU FOR YOUR INTEREST IN FISHER SCIENTIFIC COMPANY LLC
SAFETY REP: CARTER HALL

NBR	QTY	UN	CATALOG NBR	DESCRIPTION	UNIT PRC	EXTD PRC
1	1	EA	NON-CATALOG	LIBERTY II MOBILE COMPRESSOR VNDR NBR = 0090915 VNDR CAT NBR = AL20261211116		83,755.00
2	1	EA	NON-CATALOG	TRAINING AND INSTALLATION VNDR NBR = 0090915 VNDR CAT NBR = AL2026121116T		5,500.00
				MERCHANDISE TOTAL		89,255.00
				DISCOUNT OF $13,388 IN ACCORDANCE WITH FLORIDA STATE CONTRACT 490-000-07-1.		

DEPARTMENT OF MANAGEMENT
SERVICES

Governor Charlie Crist
Secretary Linda H. South

Office of the Secretary
4050 Esplanade Way
Tallahassee, Florida 32399-0950

850.488.2786: TEL
850.922.6149: FAX
http://dms.myflorida.com

CERTIFICATION OF CONTRACT

TITLE:	Laboratory and Safety Supplies and Equipment
CONTRACT NO.:	490-000-07-1
ITN NO.:	9-490-000-G
EFFECTIVE:	May 1, 2007 – April 30, 2012
SUPERSEDES:	490-000-03-1
CONTRACTOR:	Fisher Scientific Company, LLC (A)

A. AUTHORITY - Upon affirmative action taken by the State of Florida Department of Management, a contract has been executed between the State of Florida and the designated contractors.

B. EFFECT - This contract was entered into to provide economies in the purchase and lease of laboratory and safety supplies and equipment by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.

C. ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes. All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

D. CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on the Complaint to Vendor form, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be filed with this office.

E. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

F. CONTRACT APPRAISAL FORM - State Contract Appraisal, form PUR 7073 should be used to provide your input and recommendations for improvements in the contract to State Purchasing for receipt no later than 90 days prior to the expiration date of this contract.

Authorized Signature Director of Purchasing Department of Management Services	Date

Contract Administrator

Fran Shewan
Phone: 850-488-4946
Suncom: 278-4946
Email: Fran.Shewan@dms.myflorida.com

INVITATION TO BID

(ITB)

FOR

LABORATORY & SAFETY SUPPLIES & EQUIPMENT

ITB NO. 9-490-000-G

ITB ISSUE DATE: DECEMBER 28, 2006

RESPONSES DUE: JANUARY 29, 2007 AT 2:00 P.M. EST

Dawn Gunter
Purchasing Analyst, State Purchasing
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
(850) 488-4946
Email: Dawn.Gunter@dms.myflorida.com

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SECTION 1.0
INTRODUCTION

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1.1 PURPOSE AND SCOPE
1.2 TIMELINE

1.1 Purpose and Scope

The State of Florida ("State"), Department of Management Services ("Department"), invites interested Vendors to submit a Response in accordance with these solicitation documents. The purpose of this solicitation is to establish a sixty (60) month State Term Contract for the purchase of Laboratory & Safety Supplies & Equipment with the potential option for renewals as allowed by Chapter 287, Florida Statutes.

The intent is to obtain the most cost effective pricing for these goods for the State of Florida while maximizing the quality and level of service. Qualified companies must have the capability to provide products and service in all respects in accordance with the solicitation documents.

1.2 Timeline

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

	Event	Event Date
SOLICITATION "PREVIEW PERIOD"	Release solicitation to public	12/28/06
	Deadline for questions from Bidders	1/10/07 by 2:00 p.m. EST
	Date answers will be posted to MFMP in Response to questions received, in an Addendum format	1/12/07 by 2:00 p.m. EST
	Note: *Although the system allows bids to be submitted once the "start period" commences, it is strongly recommended that vendors wait until questions have been posted to MFMP to ensure that no significant changes have been made to bid that would affect the vendors Response.*	
"START PERIOD"	Date solicitation is available to Vendors to submit their Responses online.	1/12/07 by 2:00 p.m. EST
"OPEN DATE"	Date solicitation Responses are due	1/29/07 by 2:00 p.m. EST
SOLICITATION EVALUATION & AWARD PERIOD	Evaluate ITB Responses	1/30/07 through 2/13/07
	Obtain approval on recommendation for award	2/16/07
	Post Notice of Intended Award	2/19/07
	Contract is awarded	2/22/07
	Contract is implemented	3/22/07

SECTION 2.0
GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001 FORM)

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2.1 Definitions

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

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

2.2 General Instructions

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

2.3 Electronic Submission of Responses

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

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

2.4 Terms and Conditions

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

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

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

2.5 Questions

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

2.6 Conflict of Interest

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

2.7 Convicted Vendors

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

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

2.8 Discriminatory Vendors

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

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

2.9 Respondent's Representation and Authorization

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
    - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
    - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.

- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents

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

2.11 Performance Qualifications

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

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

2.12 Public Opening

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

2.13 Electronic Posting of Notice of Intended Award

Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response

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

2.15 Clarifications/Revisions

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

2.16 Minor Irregularities/Right to Reject

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

2.17 Contract Formation

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

2.18 Contract Overlap

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

2.19 Public Records

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

2.20 Protests

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

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

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

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

2.21 Limitation on Vendor Contact with Agency During Solicitation Period

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

SECTION 3.0
SPECIAL INSTRUCTIONS TO RESPONDENTS

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3.1 Contact Person

Refer all inquiries to:
Dawn Gunter, Purchasing Analyst
Department of Management Services, Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Phone: 850-488-4946
Suncom: 278-4946
Fax: 850-414-6122
Email: Dawn.Gunter@dms.myflorida.com

3.2 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. "The Department" means the Florida Department of Management Services.

b. "Procurement Officer" means the Buyer's Contracting personnel, as identified in Section 3.1.

c. "MSRP" is an acronym for the Manufacturer's Suggested Retail Price. It represents the manufacturer's recommended retail selling price for a specific item, or list of items, and must be publicly listed, available, and verifiable by the Department. In the event a Vendor does not create, maintain, or utilize MSRP for

specific Commodities within this solicitation, that Vendor may use its Government Book Price as the MSRP for those specific Commodities. The Vendor must use the MSRP or Government Book Price for all items within a specific Commodity and shall not use both within the same Commodity.

d. "Government Book Price" represents the manufacturer's pre-determined selling price for a specific item, or list of items, to all non-Contracted government entities.

e. "Eligible Users" is defined in 60A-1.005, F.A.C. The following entities are eligible users:

1. All governmental Agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools. Specific Authority 287.042 (12) F.S. Law Implemented 287.012 (12) F.S. History – New 8-24-04.

Section 287.056 of the Florida Statutes governs Agencies' use of the Contract. Others may seek Department approval under section 287.042(2)(a) as an eligible user of the Contract.

f. "Contractor" means any person who contracts to sell commodities or contractual services to an agency.

3.3 Who May Respond

Fully capable dealers, distributors, and manufacturers who are regularly engaged in the sale of laboratory and safety supplies and equipment and who are in good standing with the State of Florida, meet the terms, conditions, and specifications of the solicitation, and which possess the financial capability, experience, and personnel resources to provide products and services of the scope and breadth described in this ITB. Reminder: Successful Contractor(s) must have the ability to supply and service equipment to State Agencies and eligible political subdivisions, as requested, regardless of geographic location within the State of Florida.

Respondents who bid may use their authorized dealer networks to fulfill the requirements of the Contract. However, in each and every case, the Respondent, not the distributor, will be held accountable for performance under the Contract and shall be the focal point for all performance issues. Only the authorized dealers listed in the solicitation Response will be eligible to provide products on behalf of the manufacturer through this solicitation.

By submitting a Response, each Respondent certifies that it satisfies all criteria specified in the solicitation documents. The Department may request, and the Respondent shall provide, supporting information and / or documentation. Failure to supply supporting information and / or documentation within the timeframe requested may result in disqualification of bid.

The Department and Eligible Users retain the right to request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITB as deemed necessary during the ITB or after Contract award.

3.4 Estimated Expenditure

Historically, the State of Florida Agencies and other eligible users have expended **approximately twelve million dollars ($12,000,000) annually** for the acquisition of products and services covered in this ITB. Past expenditures are no guarantee of future sales. These estimated figures are given only as a guideline for preparing your ITB Response and should not be construed as representing guaranteed sales under the Contract.

3.5 Period of Agreement

This agreement shall be in effect from the start date of the Contract for an initial period of sixty (60) months, with the potential for renewal. Renewal is contingent upon satisfactory performance by the Contractor.

3.6 Basis for Award

The Department will evaluate Responses against all criteria set forth in the Invitation to Bid. The Department shall award the Contract to the lowest, most responsible and responsive Respondent, with price being the controlling criterion, which the Department determines will provide the best value to the State.

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

The Department reserves the right to award by line item, product group, or to a single or multiple Respondents on a Statewide basis if it is determined that doing so will serve the State's best interest. The Department reserves the right to reject pricing that is greater than pricing offered on the current awarded State Contract or to other potential Customers (e.g., city, county, university, national Contracts, GSA federal Contracts, etc). However, it is the desire of the State to award to one single vendor, should pricing and product line offered be sufficiently competitive.

Current State Contract pricing may be viewed at the following website:
http://dms.myflorida.com/dms/purchasing/State_Contracts_agreements_and_price_lists/State_term_Contracts/laboratory_supplies_and_equipment

The percent discount from list price that applies to the Manufacturer's/Supplier's price list will be calculated automatically on results tab of the price sheet. The results of the weighted score can be located on the tab entitled "Results".

Pricing for each product group will be weighted by spend volume. The weight factors supplied on the price sheet are derived from the relative sales quantity to state agencies of the high volume items specified on the price sheet. The weight factors are as follows:

Class	Weight Factor
Class 1a	5.8%
Class 1b	1.5%
Class 2	6.7%
Class 3	0.1%
Class 4	2.8%
Class 5	38.3%
Class 6	14.7%
Class 7	16.7%
Class 8	13.4%

All items in a class must be bid on the spreadsheet entitled "Price Sheet #2". The yellow spaces (cells) on the price sheet are the places where the bidder is required to supply bid data. Additionally, the class tabs must be completed for each product listed that the Respondent currently offers. The following information must be supplied on the bid price sheet for each category bid: The current list price per item (labeled as "actual price"), the percentage discount bid to the State through this solicitation, and the overall actual "contract price" offered to the State of Florida.

3.7 Addendums to the Solicitation Documents

The Department reserves the right to issue addendums to the solicitation. Notice of any addendums will be posted within MyFloridaMarketPlace and the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and / or reviewing the formal changes to the solicitation. Each Respondent is responsible for monitoring the site(s) for new or changing information concerning this solicitation.

3.8 Price

Respondents shall submit, via the on-line electronic procurement system, the Price Sheet provided in the solicitation. The Price Sheet provides a method for offering percentage discounts (Sheet 1) off MSRP for Classes 1 through 9 and provides a method of comparing pricing on 180 past purchased items (Sheet 2). Failure by the Respondent to complete and submit both sheets in the price workbook will result in its bid being disqualified.

Prices shall be submitted in the form of a single, fixed discount per class off manufacturer's suggested retail price list (MSRP) in effect at the time of the solicitation due date with current Contract pricing and GSA discount structure or better preferred. All purchase prices shall include FOB destination.

For the price comparison component, Bidders may bid alternate brands that comply with the specifications of the brands listed. Submit with bid submittal a letter explaining any product deviations and/or changes. The percentage discount bid for each class on the price sheets shall apply to the entire Contractor's Price List for that class on any Contract resulting from this bid.

Discount structure offered under the current State term Contract (#490-000-03-1) through awarded vendor Fisher Scientific Company LLC is as follows:

Class	Description	State Discount	Political Subdivision Discount
1a	Laboratory Chemicals	71.0%	52.0%
1b	Fine Organic Chemicals	18.0%	12.0%
2	Culture Media	30.0%	18.0%
3	Plasticware, Sterile	38.0%	25.0%
4	Glassware	43.1%	26.0%
5	Miscellaneous Expendable Supplies	47.0%	28.0%
6	Miscellaneous Equipment	30.8%	16.0%
7	Biotechnology Products	20.0%	10.0%
8	Safety Equipment and Products	25.5%	15.0%
	Additional Quantity Discount for orders totaling $15,000 or greater	1.0%	1.0%

The Bidder shall provide copies of its comprehensive price list as part of the submittal Response on a CD in an Excel format for all products. Price list will include item description, model number, manufacturer's suggested retail price, percentage discount off retail, contract purchase price, and unit of measure item is sold in.

Percentage discount per class used for product calculations must be the same for the life of the Contract. The State must be able to understand how pricing was derived in order to calculate future pricing when new products are added to the Contract. Note: The price list submitted with Response will be used by Agencies and eligible users for purchase under this Contract. All prices must be listed on a per unit basis, and all prices are

binding. Vendors are encouraged to offer larger discounts to qualified ordering entities for large, one-time, single orders.

3.9 Electronic Posting

Offers shall be opened on the date and time indicated on the Event Timeline and thereafter evaluated. Prices will not be read, pursuant to Section 119.071(1)(b) [Supersedes reference in paragraph 2.11, Section 2 General Instructions to Respondents (PUR 1001)] of the Florida Statutes. On the date indicated on the Timeline, the Department shall electronically post a Notice of Intended Award in MyFloridaMarketPlace and also in the State vendor bid system at http://fcn.State.fl.us/owa_vbs/owa/vbs_www.main_menu. If the award is delayed, in lieu of posting it on the date indicated on the Timeline, the Department 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 Department a notice of protest within 72 hours after the electronic posting. The Department shall not provide notices of award by telephone.

3.10 Submission of Response

a. Submittal of Bid

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare their Responses accordingly. Respondents will submit their Responses via the MyFloridaMarketPlace (MFMP) eProcurement Sourcing Tool located at https://sourcing.myfloridamarketplace.com. The Response shall include all appropriate forms located within the MyFloridaMarketPlace Sourcing Tool RFX Info Section. All required or requested question Responses, documents, files, location information, and pricing shall be entered electronically into the MyFloridaMarketPlace Sourcing Tool for this solicitation as indicated. If no indication for submission is provided for required or requested documents or files, or if instructions to mail a specific document or file are provided, then those specific documents or files only shall be mailed to the attention of the Contact Person in Section 3.1 of the solicitation.

In addition to the submittal in the MyFloridaMarketPlace Sourcing tool, submit three (3) electronic copies of the Response and all attachments (on CD-ROMS) in a sealed enveloped. The outer packaging for all mailed documents shall **clearly state**: Solicitation Title and Number (Laboratory and Safety Supplies and Equipment, ITB No. 9-490-000-G), and the ITB Responses Due Date and Time from the Timeline in Section 1.2 of the solicitation. Failure to provide all required information within the solicitation Response may result in rejection of the Response. Each Respondent is responsible for ensuring its Response is delivered at the proper time and to the proper location. The Department will not consider late submissions. **ALL RESPONSES MUST BE RECEIVED AT STATE PURCHASING, 4050 ESPLANADE WAY, TALLAHASSEE, FL 32399 AT OR BEFORE 2 P.M. ON THE DATE AND TIME SPECIFIED ON THE TIMELINE.**

In the event a Respondent submits more than one Response in the MyFloridaMarketPlace Sourcing Tool, only the last Response received by the system shall be considered for award. Previous Responses will not be visible to the State of Florida. Responses not submitted within the System shall be rejected. The System will require Respondents to review the Bid Checklist Form and confirm that they have completed all required activities before accepting offer. The Bid Checklist Form (Attachment J) does not relieve the Respondent of responsibility for ensuring that all requirements of the solicitation are included with the solicitation Response. The Bid Checklist Form does not have to be provided with the Response.

Each Respondent is responsible for ensuring that the offer is submitted **before** the submittal deadline noted on the Timeline in Section 1.2 of the solicitation. The Department shall not consider late offers and the System WILL NOT accept offers after the due date and time specified in the Timeline or as amended by the

Department. **ALL OFFERS MUST BE SUBMITTED IN THE MYFLORIDAMARKETPLACE SOURCING TOOL BY THE DATE AND TIME SPECIFIED ON THE TIMELINE.**

b. Prices and Discounts

Product pricing shall be submitted in the location and format provided in the Price Sheet of the solicitation. A discount shall be provided for each requested class and the sample price list shall be filled out for comparison purposes using that discount structure. Respondents shall bid all items. All prices shall be in USD ($; e.g., $1.00) and single fixed discount per class shall be in a percentage (%; e.g., 75%) format.

Respondents shall provide two (2) copies of their current MSRP List as part of the solicitation package on a CD as a Microsoft Excel document. The price list shall identify all supplies and equipment offered by Respondent. The MSRP list provided must show, at a minimum, the manufacturer's item number, product description, manufacturers suggested retail price, price list date; effective period and must be publicly listed, available, and verifiable by the Department. The list shall be mailed to the person identified in Section 3.1 of the solicitation.

Respondents shall submit a completed Savings / Price Reductions Form (Attachment A) for the bid in order to assist the Department in verifying the Prices and Discounts submitted.

d. Ordering Instructions

Respondent shall submit a completed Ordering Instructions Form (Attachment B) identifying the persons responsible for answering questions about the Response and persons responsible for administering the Contract, if awarded, and shall provide information necessary for placing orders under the Contract, if awarded.

In the event that the Contract is awarded, it is the sole responsibility of the awarded vendor to ensure the accuracy and content of the Ordering Instructions Form (Attachment B). Should the information listed on the Ordering Instructions Form (Attachment B) change, the awarded vendor must resubmit an updated completed Ordering Instructions Form to the contact person listed in Section 3.1 of this solicitation as a Microsoft Word document attachment via email.

e. Contract Signature Page

Respondent shall submit a completed and executed Contract Signature Page (Attachment F) with its Response by mail to the contact person listed in Section 3.1 of the solicitation. The submission of the Contract Signature Page does not signify, imply, or guarantee award of the Contract, but may be used if the Respondent is awarded the Contract.

3.11 MyFloridaMarketPlace Solicitation Overview

The Department uses the MyFloridaMarketPlace system ("MFMP") to receive Responses to solicitations electronically.

a. MyFloridaMarketPlace Vendor Registration Application

Vendors must have a revised, current, and complete Vendor Registration Application identified on the MyFloridaMarketPlace Vendor Registration System at:
https://vendor.myfloridamarketplace.com/.

If the Respondent has not registered, please be advised that a minimum of 48 hours will be required for access to the Sourcing Tool. Completion of this registration is mandatory for those Vendors who wish to submit a Response.

b. MyFloridaMarketPlace Sourcing Tool Training

This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool. Optional training on how to respond to this solicitation electronically is offered at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors/vendor_training.

- For all technical questions about the Sourcing Tool, Vendors should contact the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or: vendorhelp@myfloridamarketplace.com.
- For additional information or assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at the following link:

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

c. MyFloridaMarketPlace Sourcing Tool Tips

When working in the Sourcing tool, be aware of the twenty (20) minute time-out function in the tool. This means that one should save his or her work (click the SAVE button) at intervals of less than twenty (20) minutes to ensure the entries since the last saving are not lost.

Please note that clicking the SAVE button within the Sourcing Tool only saves the solicitation Response. The SAVE button **does not transmit the solicitation Response to the State**. In order to transmit the solicitation Response to the State, click the SUBMIT button on the SUMMARY page of the solicitation Response.

After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted Response within the Sourcing Tool to verify that the Response is accurately and completely captured within the Sourcing Tool. Respondents must do this while there is sufficient time remaining in the Solicitation period in the event an error is discovered and one needs to resubmit a revised Response.

To validate the Response, do the following before the Solicitation period ends:

- Go to the "My Bids / My Responses" tab within the Sourcing Tool after submitting the Response.
- Click on the Response ID number of the last submitted Response.
- Review entire Response to make sure all Responses are complete, accurate, and as intended for submission.
- Minimum areas to check are:
  - Text boxes – Is the entire answer viewable?
  - Yes/No questions – Is the displayed answer correct?
  - All uploaded document files – Can the attached document(s) be opened and clearly viewed in its entirety? Does the content of the file(s) match the Response within the tool (e.g., not an earlier version or working copy)?
  - Pricing and Other Information – Are all prices and other information intended for submission visible and accurately captured within the Sourcing Tool?
  - Required Items - Are all items listed on the Bid Preparation Checklist completed as required within the Sourcing Tool?

It is strongly recommended not to wait until the last minute to upload and validate the Response to this or any solicitation.

d. MyFloridaMarketPlace Email Notification

Vendors are reminded that the Sourcing Tool's Email Notifications are an option provided as a courtesy. The State of Florida is not under any obligation and does not guarantee that Vendors will receive Email Notifications concerning the posting, amendment, or closing of solicitations. **Vendors are responsible for checking the MyFloridaMarketPlace Sourcing Tool and / or the Vendor Bid System for information and updates concerning solicitations.**

3.12 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local Agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination.

3.13 Order of Precedence

Potential Respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare Responses accordingly. 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
- Price Sheets
- Special Instructions
- Special Conditions
- General Instructions to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)
- Forms

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting its Response, 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.

This Section supercedes Section 2.4, Terms and Conditions, of this Solicitation.

3.14 State Objectives

a. One Florida Initiative

Florida is a State rich in its diversity. Governor Bush's One Florida Initiative is dedicated to fostering the continued development and economic growth of small, minority, and women-owned businesses. Central to this initiative is the participation of a diverse group of Vendors doing business with the State.

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

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

The Respondent shall submit documentation addressing the Governor's One Florida Initiative and describing the efforts being made to encourage the participation of small, minority, and women-owned businesses. The Contractor Workplan Form (Attachment C) shall be submitted via the Sourcing Tool. Please refer to the Governor's "Equity in Contracting Plan" when preparing this documentation: http://www.oneflorida.org/myflorida/government/governorinitiatives/one_florida/equity_Contracting.html

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

In furtherance of the One Florida Initiative, responders are encouraged to seek the participation of Certified Minority Business Enterprises (CMBE). Information on the One Florida Initiative and CMBE's is available from the Office of Supplier Diversity at http://osd.dms.State.fl.us.

b. Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of any proposal 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 responding company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Respondent's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

The Respondent shall submit documentation addressing Environmental Considerations via the Contractor Workplan Form (Attachment C), which shall be submitted via the Sourcing Tool.

c. Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's businesses and Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie Responses are received, preference shall be given to a Response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that it has a drug-free workplace program using the "Certification of Drug-Free Workplace" form included in Section 7.0 of this solicitation.

The Respondent shall submit documentation addressing the Certification of Drug-Free Workplace Program via the Certification of a Drug Free Workplace Program Form (Attachment E), which shall be submitted via the Sourcing Tool.

d. 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 department are concerned. Additional information about the designated nonprofit department and the products it offers is available at http://www.respectofflorida.org.

The Respondent shall describe how it will address the use of RESPECT in offering the items in this solicitation through completing the Contractor Workplan Form (Attachment C) and submitting it via the Sourcing Tool.

e. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the State 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 address the use of PRIDE in offering the items in this solicitation through completing the Contractor Workplan Form (Attachment C) and submitting it via the Sourcing Tool.

3.15 State of Florida Purchasing Card Program

The State has implemented a purchasing card program through Bank of America, using the Visa network. Contractors will receive payment from the purchasing card in the same manner as other Visa purchases. Accordingly, bidders must presently have the ability to accept Visa for any purchase or payment or take whatever steps necessary to implement the ability before the start of the contract term. The State will not fill out any contractor forms or contracts in association with contractor accepting a purchasing card payment. The State reserves the right to revise this program in conjunction with implementation of an on-line procurement system.

On-line billing or payment systems maintained by the contractor will not store the cardholders account number and expiration date for reuse. Cardholders will provide the Contractor with card account information at the point of sell for each occurrence.

3.16 Documentation Becomes the Property of the State

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

3.17 Substitutions

Prior written approval of State Purchasing is required for substitution of any equipment. The State retains sole discretion to accept and approve such requests when deemed to be in the State's best interest.

3.18 Political Subdivisions and Other Cooperative Purchasing Participants

Non-State Agency participants are responsible for ensuring that the purchase order issued reflects the correct Contract item pricing and that payment is processed accordingly. Note that only these items / services specified in the State Contract may be purchased from the Contract vendor(s) of record, unless otherwise specified. Participants assume full responsibility for all purchase transactions issued through this State Contract, including purchase order, delivery compliance, and payments.

3.19 Quality

All products offered under this Contract shall be new, unused, of current production, and of the latest design and construction. Used, rebuilt, remanufactured, shopworn, demonstrator, discontinued, or prototype items shall not be offered. All products and services supplied shall comply with customary, reasonable, and prudent standards of professionalism and care in the industry.

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

Respondent warrants that all products, equipment, materials, and workmanship furnished, whether furnished by bidder or its sub-suppliers, will comply with its and the product specifications, drawings and other descriptions supplied or adopted, and will be new, fit and sufficient for purpose for which they are intended, of good materials, design and workmanship and free from defects or failure.

Respondents may be required, at no expense to the agency, to make available for test / demonstration, material or equipment equal in all aspects to the solicitation, and/or equal material or equipment that may be seen under operating conditions.

3.20 Occupational Health and Safety

In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this solicitation must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user Agency and must include the following information:

- The chemical name and the common name of the toxic substance.
- The hazards or other risks in the use of the toxic substance, including:
  a. The potential for fire, explosion, corrosivity, and reactivity;
  b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  c. The primary routes of entry and symptoms of overexposure.

- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- The emergency procedure for spills, fire, disposal, and first aid.
- A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

3.21 Lobbying

In accordance with Section 216.347, Florida Statutes, and as provided herein, the Service Provider or Contractor may not expend any State funds for the purpose of lobbying the legislature, the judicial branch, the executive branch, or any State Agency. This restriction does not apply to requests of the Service Provider or Contractor to provide any information relating to any aspect of this Contract, if requested by any legislative, judicial, or executive branch, or any State Agency.

3.22 Great Seal of Florida

Use of the Great Seal is permitted only as provided in section 15.03, F.S., and rule 1-2.0021, F.A.C. Violation of these provisions would be in contravention of law and rule and may result in termination of any prospective contract and placement of the vendor on the suspended vendor list in accord with the process provided in rule 60A-1.006, F.A.C.

SECTION 4.0
GENERAL CONTRACT CONDITIONS (PUR 1000)

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4.1 Definitions

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

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

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

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

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

4.2 Purchase Orders

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

4.3 Product Version

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

4.4 Price Changes Applicable only to Term Contracts

If this is a term contract for commodities or services, the following provisions apply.

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

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

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser

period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

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

4.5 Additional Quantities

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

4.6 Packaging

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

4.7 Inspection at Contractor's Site

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

4.8 Safety Standards

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

4.9 Americans with Disabilities Act

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature

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

4.11 Transportation and Delivery

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss

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

4.14 Transaction Fee

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

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

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

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

4.15 Invoicing and Payment

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

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

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

4.16 Taxes

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

4.17 Governmental Restrictions

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

4.18 Lobbying and Integrity

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

4.19 Indemnification

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

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

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

4.20 Limitation of Liability

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be

limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

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

4.21 Suspension of Work

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

4.22 Termination for Convenience

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

4.23 Termination for Cause

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

4.24 Force Majeure, Notice of Delay, and No Damages for Delay

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

4.25 Changes

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

4.26 Renewal

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

4.27 Purchase Order Duration

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

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

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

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

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

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

4.28 Advertising

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

4.29 Assignment

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

4.30 Antitrust Assignment

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

4.31 Dispute Resolution

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

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

4.32 Employees, Subcontractors, and Agents

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

4.33 Security and Confidentiality

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

4.34 Contractor Employees, Subcontractors, and Other Agents

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

4.35 Insurance Requirements

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

4.36 Warranty of Authority

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

4.37 Warranty of Ability to Perform

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

4.38 Notices

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

4.39 Leases and Installment Purchases

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

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

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

4.41 Products Available from the Blind or Other Handicapped

Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out

the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

4.42 Modification of Terms

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

4.43 Cooperative Purchasing

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

4.44 Waiver

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

4.45 Annual Appropriations

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

4.46 Execution in Counterparts

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

4.47 Severability

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

SECTION 5.0
SPECIAL CONDITIONS

CONTENTS

5.1 DEFINITIONS
5.2 ELECTRONIC CATALOG DATA
5.3 "PUNCHOUT" ALTERNATIVE
5.4 CONTRACTOR'S STATE CONTRACT WEBPAGE
5.5 CONTRACT REVISIONS
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5.11 CUSTOMER SERVICE SUPPORT
5.12 IMPLEMENTATION OF CONTRACT
5.13 ELECTRONIC INVOICING

5.1 Definitions

The definitions found in the General Contract Conditions, Section 4.0 of this document, shall apply to this Section. The following additional terms are also defined:

a. "MSRP" is an acronym for the Manufacturer's Suggested Retail Price. It represents the manufacturer's recommended retail selling price for a specific item, or list of items, and must be publicly listed, available, and verifiable by the Department. In the event a Vendor does not create, maintain, or utilize MSRP for specific Commodities within this solicitation, that Vendor may use its Government Book Price as the MSRP for those specific Commodities. The Vendor must use the MSRP or Government Book Price for all items within a specific Commodity and shall not use both within the same Commodity.

b. "Government Book Price" represents the manufacturer's pre-determined selling price for a specific item, or list of items, to all non-Contracted government entities.

5.2 Electronic Catalog Data

The MyFloridaMarketPlace ("MFMP") third-party Service Provider, Accenture, is responsible for converting the Contract catalog information into an electronic catalog format supported by the eProcurement System. To accomplish this conversion, the awarded Contractor shall provide certain information in electronic format directly to the Service Provider (This format is generally Microsoft Excel), or alternatively, the Contractor may follow the "punchout" solution described herein.

Within ten (10) days of written notice from the Service Provider, the awarded Contractor shall provide all information necessary to facilitate electronic purchases from this Contract. Such information may include, but is not limited to, Contractor name, brand/manufacturer, SKU, product name, brief description (for supplies, include what machine product is for), unit of measure, and price. Contractor shall provide this information in the format required by the Service Provider. No costs or expenses associated with providing this information shall be charged to the Department, Eligible Users, or Service Provider. With the Contractor's timely assistance, the Service Provider shall create and maintain web-based placement of the requested Contract information.

The Contractor is required to provide its catalog data electronically using the State's eProcurement system either through the Electronic Catalog or Punchout Alternative option. After the Contract has been awarded, the

Contractor will have up to thirty (30) days to either (a) load data into the ARAVO electronic catalog system or (b) establish a State Contract punchout website.

5.3 "Punchout" Alternative

The Contractor may offer, as an alternative to the Electronic Catalog, an online "punchout" solution, in which the Agency accesses the Contractor's website directly from the system, rather than the system maintaining the Contractor's data. This solution must allow the Agency to reach the Contractor's site, browse for Contracted items only, and return to the system with a list of items ready to be inserted into a requisition. If Contractor selects this alternative, it must meet the following requirements:

- The solution must conform to cXML 1.0 or 1.1 standards.
- The solution must conform to the technical specifications and implementation requirements provided by Accenture, and the Contractor must work with Accenture to ensure successful integration of the punchout solution into the system
- The solution must have the capability to provide only those products awarded under the Contract, and block any non-Contract item(s) from being added to the requisition.

5.4 Contractor's State Contract Webpage

The Contract resulting from this solicitation will become a public document. State Purchasing is using http://myflorida.com on the Internet World Wide Web (www) to distribute State Term Contracts and product information to eligible users and other interested entities.

For the "Punchout" alternative option, the Contractor shall, within thirty (30) days after the date of award listed on the Certification of Contract document, develop and maintain a State Contract web page on the Internet to post approved Contract information, which shall include price lists, percentage discounts, terms, catalogs, ordering instructions, descriptive information, and product pictures. The Home Page must be compatible with the most recent version of browser software being used by State Purchasing. As of the writing of this solicitation, Internet Explorer 6.0 is the State Purchasing browser standard. State Purchasing intends to upgrade to new browser versions as they become available and fully tested, at its discretion. The Universal Resource Locator (URL) for the Internet Home Page must be listed in the space provided on the Ordering Instructions page of the solicitation. No costs or expenses associated with providing this information shall be charged to the State.

The State Contract vendor supplied web site must have the following requirements:

- State of Florida approved Contract price list;
- Detailed item descriptions, model numbers, unit of measure;
- Robust search engine capabilities;
- Additional links or information to access product literature of awarded items;
- Additional links to the vendor's home page, the history of the company, etc.;
- Additional links to access technical product literature of awarded items;
- Servicing dealers with current contact information;
- Offer as many photos as possible of awarded products;
- When possible, provide indicators of recycled product and minority manufactured products; and
- Universal Resource Locator (URL) for the Internet Page must be supplied to the Department prior to the implementation of the Contract.

No changes in items and pricing may be posted to the Contractor maintained website without prior written approval from State Purchasing. Failure to follow this critical requirement may be grounds for termination and removal from the Contract.

In addition, except in the event of unforeseen technological interruptions or forces of nature, continued disruption of service or inadequate access may be grounds for termination and removal from the Contract.

5.5 Contract Revisions

Although the Contractor is responsible for maintaining its own Contract information through its State Contract Web Page, any revisions to the originally approved Contract information must be authorized in writing by State Purchasing prior to implementation. A State Contract Change Form (Attachment L) is included in Section 7.0, Forms, of this document and should be submitted with any request to revise the website; i.e. pricing, products, ordering instructions, or servicing dealers list. Upon review to the Contractor's State Contract web page, should unauthorized information be discovered within the site, the Contract link may be immediately suspended until the information is appropriately revised or the Contract may be canceled due to non-compliance.

5.6 Product Additions and Deletions

The awarded Contractor may amend the Contract Price Sheet to add or delete line items to accommodate new or obsolete items to its catalog two (2) times per year (January and July) with the prior written approval of the Department. Any proposed product additions shall be offered at the Contracted percentage discount from the manufacturer's current MSRP and verifiable at the time of the requested addition. Additionally, the Prices for new items, per line item, shall not exceed the current Manufacturer's current MSRP or Government Book Price. Any proposed product additions offered shall satisfy all criteria specified in the solicitation documents and the terms of the Contact.

The Contractor shall advise the Department of a request for Product Additions / Deletions in writing and received by the Department no later than thirty (30) days prior to the effective date of the proposed change(s) in the Contract Price Sheet content. No changes to the Contract Price Sheet are permitted without the prior written approval of the Department. The Department may, in its sole discretion, prohibit any requested change or direct a Contractor to undo any change already made. In addition, the Department may direct rescission of any purchase order entered into on the basis of unauthorized lists. Changes to the Contract Price Sheet or to related information (e.g., ordering information) shall not be deemed Contract amendments.

5.7 Transaction Fee Report

The Contractor is required to submit monthly Transaction Fee Reports in electronic format in association with 1% Transaction Fee outlined in Section 4.15. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website (located at http://dms.myflorida.com/mfmp). Assistance is also available with the Transaction Fee Reporting System from the MyFloridaMarketPlace Customer Service Desk at feeprocessing@myfloridamarketplace.com or 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

5.8 Price Adjustments

Prices shall be firm against increase for twelve (12) months from the original effective date of the Contract. After this period, requests for increase or decrease may be submitted to the State if there has been, or is, a documented increase (or decrease) in cost, with the State reserving the right to accept or reject request within thirty (30) days after the receipt of request. Price increase or decrease may be requested by either party one (1) time per year, ninety (90) days prior to the Contract anniversary date by using the Producer Price Index (PPI) for Industry: Laboratory Apparatus & Furniture, as published by the U.S. Bureau of Labor Statistics. The rate adjustments will be based on the PPI (Series ID PCU339111339111).

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

The price escalation / de-escalation formula will be tied to the change in the commodity for Laboratory Apparatus & Furniture, PPI Series ID PCU339111339111. The formula is calculated by dividing the New PPI Index by the Old PPI Index to identify the Price Escalation Rate. The Old Price is multiplied by the Price Escalation Rate to determine the New Price. This formula applies after Year 1 of the Contract and on each subsequent anniversary of the Contract effective date.

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

- Go to BLS website: http://www.bls.gov/ppi/
- Navigate to the "Get Detailed PPI Statistics" section
- Select "Create Customized Tables (one table)"
- Click on the link titled "Industry Data"
- Type "339111" in the "Select An Industry" box for the Laboratory Apparatus & Furniture category and hit the adjacent "Find" button.
- Select "339111339111" for Laboratory Apparatus & Furniture in the "Select One or More Products" box and hit the adjacent "Find" button.

Series Id: PCU339111339111
Industry: Laboratory apparatus and furniture
Product: Laboratory apparatus and furniture
Base Date: 9112

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1996	116.0	115.8	115.9	116.1	116.4	116.7	116.6	116.8	116.8	116.8	116.8	116.8	116.5
1997	118.7	118.8	119.0	119.1	118.9	119.4	119.5	119.5	119.9	119.9	119.9	119.9	119.4
1998	121.3	121.3	121.3	122.2	122.2	122.3	122.4	123.1	123.1	123.2	123.2	123.2	122.4
1999	123.7	124.5	124.6	124.6	124.9	125.1	125.1	125.2	125.2	125.3	125.3	125.0	124.9
2000	126.3	127.0	127.0	126.4	126.2	127.2	127.2	127.2	127.2	127.9	127.9	127.9	127.1
2001	128.7	128.8	129.1	129.3	129.7	129.7	129.7	129.7	129.7	129.7	129.6	129.6	129.4
2002	131.1	131.5	131.4	132.0	132.0	132.5	133.4	133.4	133.5	133.8	133.8	133.9	132.7
2003	135.5	136.5	136.5	137.5	137.5	137.5	137.7	137.7	137.7	137.8	137.8	137.7	137.3
2004	138.9	139.5	140.4	140.8	140.0	140.1	142.2	142.1	141.9	142.5	142.1	143.6	141.2
2005	145.9	146.5	146.2	147.8	148.1	148.3	148.4	148.4	148.4	149.0	149.9	149.8(P)	148.0(P)
2006	150.6(P)	151.7(P)	151.5(P)										

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

A table similar to the one shown below will be created.

Example:
Feb 2004 is the first year anniversary of the Contract
Old PPI: Jan 2004 PPI = 138.9
New PPI: Jan 2005 PPI = 145.9

Price Escalation / De-escalation Formula:
New PPI / Old PPI = Price Escalation Rate
"Old Price" x "Price Escalation Rate" = New Price (rounded up to the nearest %)

Calculation:
145.9 ÷ 138.9 = 1.0503959 which equates to a Price Escalation Rate of 5.03%
$50.00 (unit price) x 1.0503959 = $52.51 (New unit price for this product)

Any increases accepted during the term of the Contract shall not become effective until thirty (30) days after the State provides written approval of request. All requests for price adjustments must be substantiated by manufacturer's certification of cost or other documentation and approved by State prior to implementation. There can only be one rate adjustment per twelve (12) month period, and the maximum net rate percentage increase or decrease per twelve (12) month period shall not exceed (five) 5.0%.

5.9 Sales Summary Reports

The following data must be reported to the Department on a quarterly and annual Contract basis: Report shall include:

- Contractor's Name;
- Reporting Period;
- Total dollar value of purchases per quarter separated by State Agency and Eligible User totals;
- Total dollar value of purchases per quarter separated by product group;
- Excel report itemizing total purchases for period that includes columns for the following information: manufacturer's name, agency name, product number, item description, product group number, identify lease or purchase status, unit of measure, quantity, manufacturer list price, percentage discount taken and final purchase price; and
- Emphasis where the most significant purchase volumes are by product group.

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or Contract year may result in the Contract supplier being found in default and cancellation of the Contract by State Purchasing.

Upon request, the Contractor shall report to the Department, the spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code, and Federal Employer Identification Number (FEIN) of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing Agency ordering under the terms of this Contract.

Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Purchasing Analyst. The Contractor will submit the completed Contract Sales Summary forms by email to the Purchasing Analyst. The Department shall distribute, in electronic format, the Contract Sales Summary forms to be used by the awarded Contractor upon Contract signature.

5.10 Business Review Meetings

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request Business Review meetings. The business review meeting may involve, but not be limited to, the following:

- Review of Contractor performance
- Review of minimum required reports
- Review of continuous improvement plans

The Department encourages Contractors to identify opportunities to generate lower costs. A continuous improvement effort, consisting of various ideas to enhance business efficiencies, may be discussed at the Business Review meetings or as identified.

5.11 Customer Service Support

The awarded Contractor must provide a salesman to visit and service, on a bi-weekly basis, those accounts that purchase in excess of $50,000.00 per year from any Contract resulting from this solicitation.

The awarded Contractor shall have a single point of contact for customer support. This individual may support multiple Customers and respond to Customer calls and / or emails within twenty-four (24) hours. Customer Support contact information shall be provided on the Ordering Instructions form. The Contractor shall make all Customers of the Contract aware of its existence at the time of order to ensure that Contractual pricing is utilized.

The Contractor shall provide toll-free customer service phone support from 8:00 AM (EST) to 5:00 PM (EST) Monday through Friday, except for National and State recognized holidays. TDD (Telecommunication Device for the Deaf) access must be made available during the above customer service operating hours.

The Contractor shall provide an after-hours contact number for use by Customers, for emergency purposes only, after standard customer service operating hours.

5.12 Implementation of Contract

Within ten (10) calendar days after date of award on Certification of Contract document, the Contractor shall provide the Department with (1) a general order information in a Microsoft Word format that explains how customers can order goods and services under this Contract, three (3) copies of an itemized price list in Microsoft Excel format for all items awarded, and three (3) copies of an Excel document supplying a Price List that will list all products by manufacturer, manufacturer part number, description, unit of measure, retail unit cost, specific discount off MSRP list, and actual Contract unit price and/or implementation of a State Contract website that includes all products and Contract prices where customers can obtain product information needed to place orders of this Contract.

5.13 Electronic Invoicing

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

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and Accenture, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and Accenture the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract. If the Contractor is not the manufacturer, it shall be the Contractor's responsibility to obtain authorization from the manufacturer to comply with the provisions of this section, including securing any intellectual property rights of the manufacturer. If the Contractor is the manufacturer, it shall only authorize dealers, outlets, distributors, value-added resellers, etc. within its network that can comply with the provisions of the Contract.

SECTION 6.0
TECHNICAL SPECIFICATIONS

CONTENTS

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6.2 MINIMUM ORDER AMOUNT
6.3 FREIGHT CHARGES, TRANSPORTATION AND DELIVERY
6.4 OTHER FEES
6.5 INSPECTION AND ACCEPTANCE
6.6 WARRANTY

6.1 Scope

The State of Florida ("State"), Department of Management Services ("Department"), invites interested Vendors to submit a Response in accordance with these solicitation documents. The purpose of this solicitation is to establish a sixty (60) month State Term Contract for the purchase of Laboratory & Safety Supplies & Equipment. The intent is to obtain the most cost effective pricing for these goods for the State of Florida while maximizing the quality and level of service.

The Department wishes to Contract for the following commodities:
Commodity Numbers:

490-100	490-400
490-140	490-480
490-150	490-650
490-210	773-000

Class 1 - Commodity Number 490-140:
This covers the specification for Laboratory Chemicals [Analytical Chemicals (1a) and Fine Organic Chemicals (1b)] including, but not limited to, the following items:

- Acetone 4 Liter Amber Glass ACS Certified
- Acetonitrile 4 Liter amber glass also meets ACS specifications
- Methylene Chloride 4 Liter Amber Glass ACS Certified
- Hydrochloric Acid 2.5 Amber Liter Glass Certified ACS Plus
- Ethyl Ether Anhydrous BHT Stabilized aluminum can ACS Certified

Class 2 - Commodity Number 490-210:
This covers the specification for Culture Media including, but not limited to, the following items:

- "Difco" Media Additives/Ingredients Typtone 500g
- "Difco" UVM Modified Listeria Enrichment Broth 500g
- "Difco" Microbiological Antibiotic Medium 500g

Class 3 - Commodity Number 490-650:
This covers the specification for Plastic Labware Sterile including, but not limited to, the following items:

- Brand Tissue Culture Flask Plug Sealed 75cm
- Tissue Culture Flask Plug Sealed 50cm
- Untreated Polystyrene Dishes Assay Plates
- Individually Wrapped Non-Treated Tissue Culture Plates
- Clear Inserts for 24 Well Plates

Class 4 - Commodity Number 490-400:
This covers the specification for Glassware including, but not limited to, the following items:

- 50mm Weighing Bottle
- 17 X 130mm GPI Tubes Calibrated "To Contain"
- Capillary Tubes
- 10mL Sterilizes Class A Cylinders with Single Metric Scale
- 10mL Flask w/Pennyhead Stoppers

Class 5 - Commodity Number 490-480:
This class is defined as having all commodities not listed in Class 1, 2, 3, and 4. This covers the specification for Miscellaneous Expendable Supplies including, but not limited, to the following items:

- Delicate Task Wipers
- Reinforced Wipers & Health & Fitness Towels
- Towel Pak Dispenser
- 4oz./118mL Non-Sterile Container
- 50mL Clear Polypropylene Graduated Tubes
- 3cc/40 Minimum Disposable Syringe Needle 100/pak

Class 6 - Commodity Number 490-150:
This class is defined as having all items in the vendor's catalog not listed in Class 1, 2, 3, 4, and 5. This covers the specification for Miscellaneous Equipment including, but not limited, to the following items:

- Laboratory General Purpose Adjustable High Limit Control Circulating Water Bath
- Hotplate and Hotplate Stirrers
- 120V 50/60 HZ Solid State Control Modular Dri-Bath
- 110/115v 50/60HZ Dissolved Oxygen Meters
- Mechanical Convection Ovens with Microprocessor Temperature Control
- Laboratory Research Grade pH/mV/°C Meters

Class 7 - Commodity Number 490-100:
This covers the specification for Biotechnology products including, but not limited to, the following items:

- DNA Kits,
- Molecular Reaction Storage Thin Wall Tubes
- DNA Polymerase in Buffer B 5X100U
- Microbiological Analysis Membrane Filters 47 mm 0.45 Pore Size
- Detergents and Denaturing Agent Urea 10kg
- Enzymes TAQ DNA
- Polymerase 250U (Dntp's and buffer included)

Class 8 - Commodity Number 773-000: This covers the specification for Safety Equipment and Protective Clothing, but not limited to, the following items:

- Ear Protectors
- Head Covering Safety
- Chemical Splash & Impact Resistant Goggles
- Adaptor Assay for Dual Cartridge Full Face Respirator
- Laboratory Wall Mount Hose & Spray Storage Cabinet
- Extra Large Polypropylene Disposable Lab Coat
- Large, Knee Length, Full Sleeve Lab Coat
- Media 3M Cartridge/Filter (ammonia, dust, etc.)
- Dual Cartridge Respirator Complete
- Biohazard Handling Materials

Class 9 –Balance of Product Line:
Bidders are asked to bid an additional percentage discount for "balance of line" products that the Bidder offers that are not identified in one of the identified classifications. This percentage discount will be used by Agencies and eligible users to purchase other products offered by the Contractor that is not specifically requested in this solicitation. Note: Bidders may bid a single fixed discount for balance of product line OR provide a single fixed discount per manufacturer for products the Vendor wishes to offer the State.

6.2 Minimum Order Amount

There shall be no minimum order amount required to place an order under this Contract. The Contractor is required to honor all Contract related orders, made using a purchase order or a credit card, that are placed prior to the date of expiration of the Contract or if received by mail by the Contractor within fifteen (15) calendar days following the date of Contract expiration.

6.3 Freight Charges, Transportation, and Delivery

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery for all orders totaling more than $50.00. For orders totaling less than $50.00, the Contractor may elect to invoice for freight charges as a separate line item.

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 to deliver or intentional delays shall be cause for Contract cancellation and Contractor suspension.

6.4 Other Fees

Contractor may not add any additional fees to the order including, but not limited to, special handling charges, hazardous materials fees, fuel surcharges, etc.

6.5 Inspection and Acceptance

Inspection and acceptance shall be at destination unless otherwise provided. For Contractor-installed products, the date of acceptance is the date the Customer accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Customer shall certify in writing to the Contractor when the product is accepted (if training or other post-installation services are included in the purchase order, the acceptance shall be conditional). For Customer-installed products, the date of acceptance shall be the delivery date. 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 the damage 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, the Contractor shall remove it from the premises within ten (10) days after notification of rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. The rejected product not removed by the Contractor within ten (10) days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. The contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

6.6 Warranty

The Contractor shall fully warrant all items furnished under this Contract against defects in materials and workmanship for a minimum period of ninety (90) days or manufacturer's standard warranty, whichever is longer.

STATE CONTRACT CHANGE FORM

This form will be used by awarded Contractor(s) when requesting a change to the State Contract or the vendor maintained website. Changes may include price changes, addition or deletion of products, change in ordering instructions and changes to servicing dealers.

Reminder: No changes may be made to Contractor's State Contract Web Page without prior written approval from State Purchasing. Non-compliance with this condition may be cause for immediate termination of Contract. Requests for pricing and product changes should be accompanied by the corresponding price lists and literature and may only be made at the time specified in the solicitation.

CONTRACTOR: _____

Contact Person: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Email: _____

REQUESTING REVISION TO (select):

Price List	Add Product(s)	Delete Product(s)	Change Servicing Dealer(s)	Change Ordering Instructions

ENCLOSED ATTACHMENTS INCLUDE (select):

Price List	Literature	Servicing Dealer Revisions	Ordering Instruction Revisions

REMINDER:

(1) Include the FEIN if dealers are accepting orders on behalf of the manufacturer.
(2) Once a website change has been approved, please update your website information as soon as possible.
(3) If you are making any changes to products, prices and dealers, update your eProcurement catalog within Ariba. If you are adding a dealer who will be accepting orders on behalf of the manufacturer, make sure they are registered in MyFloridaMarketPlace AND are listed on the Ordering Instructions as an approved dealer. If you have difficulties updating your catalog template, contact Omar Ali at Accenture at email address omar.s.ali@accenture.com or telephone at 919/850-2943 ext. 237.

(For use by State Purchasing – do not mark below the line)

Request Approved	Request Denied	Date	Contract Analyst

Comments: _____

Contractor Notified Via: Fax:_____ Email:_____ Mail:_____

QUARTERLY STATE TERM CONTRACT (STC) SALES SUMMARY REPORT

Vendor Name:	FEID#:
Contact Person:	Phone Number: Email:
Contract Title:	Contract #:

EMAIL form to: Dawn Gunter
Email: Dawn.Gunter@dms.myflorida.com

Report reflects all sales for the CALENDAR QUARTER ending:

_____ **1st Quarter** Period Ending **March 31st**	_____ **3rd Quarter** Period Ending **September 30th**
_____ **2nd Quarter** Period Ending **June 30th**	_____ **4th Quarter** Period Ending **December 30th**

ENTITY	TOTAL DOLLARS
STATE AGENCIES: Report total dollar amount sold to all State Agencies for goods and services during specified Quarter under this state term contract.	$_____
OTHER POLITICAL SUBDIVISIONS: Report total dollar amount sold to other Political Subdivisions [including but not limited to, Counties, Cities, Schools, Universities, Colleges and Utilities] for goods and services during specified Quarter under this state term contract.	$_____
GRAND TOTAL:	$_____

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

AUTHORIZED TYPED OR ELECTRONIC SIGNATURE

_____

Reminder:
1) A quarterly report is required even if there are no sales for the specified Quarter.
2) This form is for the reporting of Quarterly sales only. This form is not related to the reporting and payment of vendor transaction fees.
3) For information concerning the use of this form, please contact Dawn Gunter, State Purchasing at (850) 488-4946.

CONTRACT

This Contract, effective the last day signed below, is by and between the State of Florida, Department of Management Services ("Department"), an Agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entities identified below as Contractor (individually, "Contractor") (the Contract is executed in counterparts; see attached sheets to identify all Contractors).

The Contractor responded to the Department's ITB No. 9-490-000-G, Laboratory and Safety Supplies and Equipment. The Department has determined to accept the Contractor's bid and to enter into this Contract in accordance with the terms and conditions of the solicitation. The specific items awarded to Contractor, and the maximum rates Contractor may charge Customers, are identified on the attached Price Sheet.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a State term Contract authorized by section 287.042(2)(a) of the Florida Statutes (2001). The term of the Contract is effective for sixty (60) months from the last date signed below. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This Contract document, including Price Sheet
- Original Invitation to Bid solicitation document
- Any written Addendums issued during solicitation period
- Contractor's Invitation to Negotiation submittal documents
- Any purchase order under the Contract

_____ Date: _____

State of Florida,
Department of Management Services
By: Linda South, Secretary

Contractor Name:_____ (Seal)
Street Address or P.O. Box:_____
City, State, Zip:_____

By: (Signature):_____
Printed Name:_____ Date:_____

Its:_____
(Title)

ORDERING INSTRUCTIONS FORM

Company: Fisher Scientific Company L.L.C.

Federal Identification Number: 23 - 2942737

Primary person responsible for administering the Contract after award is made:
Name: Maggie Dias
Title: Region Manager
Street Address: Fisher Scientific Company L.L.C., 2000 Park Lane, Pittsburgh, PA 15275
E-mail Address: Maggie.Dias@thermofisher.com
After hours Emergency Number: 800-766-7000 (Customer Service)

Ordering Information:
Name: Fisher Scientific Company L.L.C.
Title: Customer Service
Street Address or P.O. Box: 3970 Johns Creek Court, Suite 500
City, State, Zip: Atlanta, GA 30024
Phone Number: 770-871-4500 Atlanta Customer Service
Toll Free Number: 800-766-7000 Customer Service
Ordering Fax Number: 800-926-1166 Customer Service
Internet Address: www.fishersci.com
Federal ID Number: 23 - 2942737

*****NOTE: Freight charges are FOB Destination to any point within thirty (30) days after the Customer places an order. Customers may request special handling or air express but charges will be billed to the Customer.**

Fisher Scientific Company, LLC
Price Sheet

	Vendor Name: Fisher Scientific	
Class	Description	% Discount off MSRP
1a	Laboratory Chemicals	60%
1b	Fine Organic Chemicals	12%
2	Culture Media	23%
3	Plasticware, Sterile	28%
4	Glassware	30%
5	Miscellaneous Expendable Supplies	42%
6	Miscellaneous Equipment	26%
7	Biotechnology Products	20%
8	Safety Equipment and Products	25%
9	Balance of Product Line	10%

All prices listed in the Fisher Scientific Price Book dated January 1, 2007 are subject to the above listed discounts.

*****NOTE: Freight charges are FOB Destination to any point within thirty (30) days after the Customer places an order. Customers may request special handling or air express but charges will be billed to the Customer.**