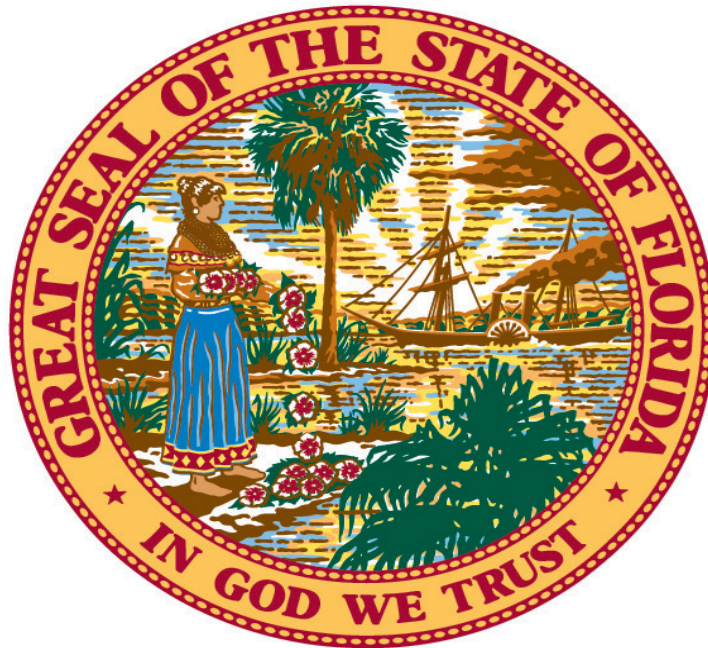


State of Florida

Division of Emergency Management



**State Logistics Response Center
Pallet Rack Repairs**

**Invitation to Bid #
ITB-DEM-14-15-036**

Contact for Questions

Tara.Walters@em.myflorida.com

Phone #: (850) 410-1391

Fax #: (850) 410-1391

2555 Shumard Oak Blvd.

Tallahassee, Florida 32399-2100

1) INTRODUCTION

The State of Florida, Division of Emergency Management (hereinafter, the "Division"), hereby solicits sealed bids from responsive, responsible vendors, in order to contract for repairs to the pallet rack systems (teardrop and drive in styles) at its State Logistics Response Center (SLRC) in Orlando, Florida. The Division anticipates executing a Purchase Order with the awarded vendor.

For the purpose of this document, the term "*bidder*" means the bidder acting on their own behalf and those individuals, partnerships, firms, or corporations comprising the bidder team. The term "bid package" means the complete response of the bidder to the Invitation to Bid, including properly completed forms and supporting documentation. After the award, said bidder will be referred to as the "Contractor".

Pursuant to section 287.057(1)(a)4., Florida Statutes, the Division intends to award a purchase order to the responsible and responsive vendor who submits the lowest responsive bid. In order to qualify as a responsible vendor as that term is defined by section 287.012(25), Florida Statutes, a bidder must demonstrate the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In order to qualify as a responsive vendor as that term is defined by section 287.012(27), Florida Statutes, a bidder must submit a bid that conforms in all material respects to this solicitation. In order to qualify as a responsive bid as that term is defined by section 287.012(26), Florida Statutes, a bid must conform in all material respects to this solicitation.

The Division will evaluate each bidder's responsibility and responsiveness on a pass-fail basis. The Division will not consider any capabilities above and beyond that required to qualify as responsible and responsive. Hence, the Division will not evaluate responses in order to determine which vendor, if any, submitted the best bid. Similarly, the Division will not evaluate responses in order to determine which submission provides the best value. However, if less than two bids are received, then, pursuant to section 287.057(5), Florida Statutes, the Division may negotiate on the best terms and conditions.

2) SCHEDULE OF EVENTS

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "**BUSINESS**"), then click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements" under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. Times below are realized as standard Tallahassee, FL time.

ACTION / LOCATION	DATE	TIME
ADVERTISE ITB THROUGH VBS	2/27/15	5:00 P.M
SCHEDULED ONSITE VISITS TO SLRC WEEK OF	3/9/15 – 3/13/15	
DEADLINE FOR TECHNICAL QUESTIONS:	3/16/15	2:00 P.M
POSTING OF TECHNICAL QUESTIONS AND ANSWERS:	3/17/15	5:00 P.M
BIDS DUE: 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100	3/20/15	2:00 P.M
PUBLIC OPENING: Open to the Public Only names of vendors will be announced. 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100	3/20/15	2:30 P.M
POSTING OF INTENDED AWARD:	3/24/15	5:00 P.M

3) **OPTIONAL ON-SITE VISIT**

The Division will be inviting all interested vendors to visit the SLRC for an optional walk through of the facility. Please see the Schedule of Events above for the dates of the on-site visits. All on-site visits must be scheduled and coordinated with the Procurement Officer, Tara Walters, via email at tara.walters@em.myflorida.com. During the visit, vendors must not ask any questions related to the project or bid specifications. Questions must be reserved for the question /answer period as described above and in Section 9) Questions and Answers.

4) **CONTACT PROVISION**

As required by section 287.057(23), Florida Statutes, the Division highlights the following provision:

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 office 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.

5) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at: 1 (800) 955-8771 (TDD).

6) MYFLORIDAMARKETPLACE

Since July 1, 2003, State Agencies have been using the State of Florida's web-based electronic procurement system, MyFloridaMarketPlace. Bidders must be actively registered in the State of Florida's MyFloridaMarketPlace System by the date and time of the bid opening or they will be considered non-responsive. All prospective bidders that are not registered should go to: <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1 (866) 352-3776 for assisted registration.

7) FLORIDA DEPARTMENT OF FINANCIAL SERVICES (DFS) W-9 INITIATIVE

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at: <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

8) AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

In accordance with sections 607.1501, 608.501, and 620.169, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign partnerships must be authorized to do business in the State of Florida. "Foreign Corporation" means a corporation for profit incorporated under laws other than the laws of this state. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Division of Corporations
Tallahassee, Florida 32399
(850) 245-6051

Online-filing is available at: <http://www.sunbiz.org>.

9) QUESTIONS & ANSWERS

Any technical questions arising from this invitation to Bid must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than

the time and date reflected on the Schedule of Events. The Division's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at: <http://www.myflorida.com/apps/vbs> no later than the time and date reflected in Section 2, Schedule of Events. To access the Vendor Bid System (click on "BUSINESS", then click on "Doing Business with the State", listed under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements"). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Tara Walters, Purchasing Specialist
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100
Tara.Walters@em.myflorida.com

Questions regarding administrative aspects of the bid process should be directed to the Procurement Specialist in writing at the above address or by **phone #: (850) 410-1391**.

10) ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO BID (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a bidder as a result of any oral discussions with a State employee. Only those communications which are in writing from the Division will be considered as a duly authorized expression on behalf of the Division. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at: <http://www.myflorida.com/apps/vbs>. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

11) DIVERSITY ACHIEVEMENT

The Division encourages the recruitment and utilization of minority, women, and veteran businesses. The Division, its vendors, suppliers, and consultants shall take all necessary and reasonable steps to ensure that minority, women, and veteran businesses have the opportunity to compete for and perform contract work for the Division in a non-discriminatory environment.

- (a) As defined by section 288.703(1), Florida Statutes, a certified minority business enterprise is a business which received certification from the certifying organization or jurisdiction in accordance with sections 287.0943(1) and (2), Florida Statutes.
- (b) Pursuant to section 287.057(11), Florida Statutes, if the Division receives two equal responses and one response is from a certified minority business enterprise, then the Division shall award the contract to the certified minority business enterprise.

(c) As defined by section 295.187(3), Florida Statutes, a certified veteran business enterprise is an independently owned and operated business that:

1. Employs 200 or fewer permanent full-time employees;
2. Together with its affiliates has a net worth of \$5 million or less or, if a sole proprietorship, has a net worth of \$5 million or less including both personal and business investments;
3. Is organized to engage in commercial transactions;
4. Is domiciled in this state;
5. Is at least 51 percent owned by one or more wartime veterans or service-disabled veterans; and
6. The management and daily business operations of which are controlled by one or more wartime veterans or service-disabled veterans or, for a service-disabled veteran having a permanent and total disability, by the spouse or permanent caregiver of the veteran.

(d) In accordance with section 295.187(4)(a), Florida Statutes, the Division, when considering two or more bids, at least one of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality, and service, shall award such procurement or contract to the certified veteran business enterprise.

(e) Pursuant to section 295.187(4)(b), Florida Statutes, if a veteran business enterprise entitled to the vendor preference and one or more businesses entitled to a vendor preference provided by law submit bids which are equal with respect to all relevant considerations, including price, quality, and service, then the Division shall award the procurement or contract to the business having the smallest net worth.

For information on Certification Procedures for Vendor Preference programs, contact Thaddeus "Thad" Fortune, Certification Administrator, Office of Supplier Diversity at (850) 487-0915 or e-mail: Thad.Fortune@dms.myflorida.com

12) PRICES / DELIVERY

Prices shall be firm and include: materials, labor, and any travel related costs. Labor costs remain limited to work directly associated with installation and repair at the project site. Travel must be included in the total price and cannot be billed separately.

If at any time a vendor cannot perform at the contract price, then the Division may consider that vendor to have breached the contract. If a vendor breaches the contract

for failure to perform at the awarded price, then the Division may consider that vendor to be non-responsible for future solicitations.

13) INTENDED AWARD

The Division will award a contract to the responsible and responsive bidder who submits the lowest responsive bid. For the purposes of the award, the Exhibit "B", Price Sheet, shall be submitted and will serve as the bid price.

The Division reserves the right to make award(s) by: individual item; group of items; all or none or a combination thereof; or, on a geographical district basis and/or on a statewide basis with one or more suppliers. Additionally, the Division reserves the right to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined that there is competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions, unless their bid has been evaluated as being responsive. All awards made as a result of this shall conform to applicable Florida Statute. If the Division is confronted with identical pricing or scoring from multiple vendors, the Division shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

14) CLARIFICATION / REVISIONS

Before award, the Division reserves the right to seek clarifications, to request bid revisions, and to request any information deemed necessary for proper evaluation of bids from all bidders deemed eligible for Contract award. Failure to provide requested information may result in rejection of the bid.

15) PROTEST OF INVITATION TO BID SPECIFICATIONS

Any person who is adversely affected by the contents of this Invitation to Bid must file a protest with:

**Division of Emergency Management
Agency Clerk
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post 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.

16) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. All contractors must e-verify the employment status of their employees and subcontractors to the extent permitted by federal law and regulation. The U.S.

Department of Homeland Security website (e-verify) is available at: <http://www.dhs.gov>.

17) **RESERVATIONS**

The Division reserves the right to accept or reject any or all bids received and reserves the right to make an award without further discussion of the bids submitted. Therefore, the bidder should make sure that the bid package submitted is complete and accurate and submitted to ensure delivery on or before the bid opening time and date specified in this solicitation.

18) **ADDITIONAL TERMS & CONDITIONS**

No conditions may be applied to any aspect of the ITB by the bidder. Any conditions placed on any aspect of the bid documents by the bidder may result in the bid being rejected as a conditional bid. The only recognized changes to the Invitation to Bid (ITB) prior to bid opening will be written addenda issued by the Division.

19) **RESPONSIVENESS**

(a) **Vendor.** In order to qualify as a responsive vendor as that term is defined by section 287.012(27), Florida Statutes, a bidder must submit a bid that conforms in all material respects to this solicitation.

(b) **Bid.** In order to qualify as a responsive bid as that term is defined by section 287.012(26), Florida Statutes, a bid must conform in all material respects to this solicitation.

1. The Division shall not consider any bid that contains a material deviation from the terms of this solicitation. However, the Division reserves the right to consider a bid that contains a minor deviation or irregularity so long as that minor deviation or irregularity does not provide a competitive advantage over the other bidders.
2. The Division shall not permit a vendor to amend a bid after the due date for submissions – even if to correct a deviation or irregularity.
3. Bids shall not be considered if not received by the Division on or before the date and time specified as the due date for submission.
4. All bids must be typed or printed in ink.
5. A bid may fail to qualify as responsive by reasons that include:
 - a. Failure to include a material form or addendum;
 - b. Failure to include material information;

- c. Modification of the bid specifications;
- d. Submission of conditional bids or incomplete bids; and,
- e. Submission of indefinite or ambiguous bids.

20) RESPONSIBLE BIDDER

In order to qualify as a responsible vendor as that term is defined by section 287.012(25), Florida Statutes, a bidder must demonstrate the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

21) PRESENTING THE BID

The Bid shall be limited to a page size of eight and one-half by eleven inches (8 ½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the bid. Type size shall not be less than 10 point font. Sections of the Bid should be labeled accordingly and all pages sequentially numbered. Bindings and covers will be at the Bidder's discretion. Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

The Division recognizes that existing financial reports, documents, or brochures, such as those that delineate the Bidder's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

22) RESPONSES MUST INCLUDE THE FOLLOWING INFORMATION/FORMS

- (a) Price Sheet. The bidder must use the attached Exhibit "B", Bid Price Sheet to submit its bid. The Bid Price Sheet must be signed and dated by a representative who is authorized to contractually bind the bidder. All bid price sheets and other documentation submitted in response to this solicitation must be executed and submitted in a sealed envelope. **Be sure to indicate the bid number, with the time and date of the bid opening, on the envelope used to return the bid as follows:**

Florida Division of Emergency Management
State Logistics Response Center
Pallet Rack Repairs
ITB-DEM-14-15-036
03/20/2015 2:00 P.M
C/O: Tara Walters

(b) License Requirements. Must be a Florida Certified General Contractor (Individual or Qualifying Business) as defined by The Florida Department of Business and Professional Regulation.

OR

Must be a Florida Certified Building Contractor (Individual or Qualifying Business) as defined by The Florida Department of Business and Professional Regulation.

Definition of Florida Certified General Contractor and Florida Certified Building Contractor can be found at the following website:

<http://www.myfloridalicense.com/dbpr/index.html>

(c) Insurance Requirements. General Liability insurance - Minimum amounts required: General and Building Contractors - \$300,000 public liability; \$50,000 property damage; and,

Workers Compensation:

Contractor shall maintain Workers' Compensation insurance or have filed for an exemption with the Florida Division of Workers' Compensation. Such insurance shall comply fully with the Florida Worker's Compensation Statutes Chapter 440. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor/Payee/Vendor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the State of Florida, for the protection of his/her employees not otherwise protected.

(d) Certification. The bidder shall include with the bid a signed copy of Exhibit D, which contains a certification that the bidder will not take any action that negates, renders null and void, or otherwise limits the warranty provided by any manufacturer who supplies materials used for the work performed under the awarded contract.

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Division shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response for this preference.

24) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a bid only if accompanied by a waiver that will allow the Division to make paper and electronic copies necessary for the use of Division staff and agents. It is noted that copyrighted material is not exempt from the

Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

25) CONFIDENTIAL, PROPRIETARY OR TRADE SECRET MATERIAL

If Bidder considers any portion of the documents, data or records submitted in response to this bid to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, then the Bidder shall mark the document as “Confidential” and simultaneously provide the Division with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Division’s solicitation name, number, and the name of the Bidder on the cover, and shall be clearly titled “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Bidder claims are confidential, proprietary, trade secret or otherwise not subject to disclosure, under Chapter 119, Florida Statutes.

In the event of a request for public records to which documents marked as confidential are responsive, the Division will provide the Redacted Copy to the requestor. If a requester asserts a right to the Confidential Information, the Division will notify the Respondent that such an assertion has been made. It is the Bidder’s responsibility to provide legal support for its position that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Division becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Division shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a reply, the Bidder agrees that its failure to mark documents in accordance with the terms above constitutes a waiver of any and all claims of confidentiality and authorizes the Division to release all documents and information that is not marked in accordance with the terms above.

By submitting a reply, the Bidder agrees to protect, defend, and indemnify the Division for any and all claims arising from or relating to the Bidder’s determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

26) PUBLIC RECORDS.

In accordance with section 119.0701(2), Florida Statutes, any contractor acting on behalf of a public agency must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Pursuant to section 287.058(1)(c), Florida Statutes, the Division may unilaterally cancel a contract if the vendor refuses to allow public access to all non-exempt documents, papers, letters, or other material made or received by the contractor in conjunction with the contract.

27) FLORIDA ACCOUNTABILITY CONTRACT TRACKING SYSTEM (FACTS)

In 2011, the Florida Legislature amended section 215.985, Florida Statutes, relating to the Transparency Florida Act. The statutory amendment requires the Department of Financial Services (“DFS”) to: provide public access to a state contract tracking system; identify the information that must be made available on the system; and, require Florida state governmental entities to update data in the system. On March 1, 2012, DFS implemented a centralized web-based contract reporting system to increase transparency and accountability in government contracting in Florida. The system, known as Florida Accountability Contract Tracking System or FACTS, displays grant and contract procurement information, expenditure data, audit information, and contract document images. The link to the DFS FACTS public website is: <https://facts.fldfs.com>. Any contract resulting from this solicitation will be included in the FACTS system.

28) MAIL OR DELIVER BIDS: (DO NOT FAX or E-MAIL)

**Florida Division of Emergency Management
C/O Tara Walters - ITB-DEM-14-15-036
SLRC Pallet Rack Repairs
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399-2100**

It is the bidder's responsibility to assure that the bid is delivered to the proper place on or before the Bid Due date and time (See introduction Section 2 Schedule of Events). Bids which for any reason are not so delivered will not be considered.

By submitting a bid, the Bidder represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

29) MODIFICATIONS, RESUBMITTAL & WITHDRAWAL

Bidders may modify submitted bids at any time prior to the bid due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire bid will be returned to the bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the bid. The ITB number, opening date and time should appear on the envelope of the modified bid.

30) BID OPENING

The sealed bids will be opened by the Division's Procurement Office personnel at the date, time and location listed in the Schedule of Events. All bid openings are open to the public. The Division chooses not to announce vendor pricing at this bid opening. We will only announce the list of vendors who submitted a bid.

31) POSTING OF INTENDED AWARD

(a) General. The Division's decision will be posted on the Florida Vendor Bid System at: <http://www.myflorida.com/apps/vbs> on the date and time listed in the Schedule of Events, and will remain posted for a period of seventy-two (72) hours. Any bidder who is adversely affected by the Division's recommended award or intended decision must file a written protest.

(b) Request to Withdraw Bid. Requests for withdrawal will be considered if received by the Division, in writing, within seventy-two (72) hours after the bid opening time and date. Requests received in accordance with this provision will be granted by the Division upon proof of the impossibility to perform based upon obvious error on the part of the bidder.

32) CANCELLATION

All contract obligations shall prevail for at least one hundred and eighty (180) days after the effective date of the contract. For the protection of both parties, this contract may be cancelled in whole or in part after one hundred and eighty (180) days by either party giving thirty (30) days prior written notice to the other contract party. The contract may,

also, be cancelled by the Division for nonperformance in accordance with Rule 60A-1.006(3), F. A. C.

33) FINANCIAL CONSEQUENCES / CONTRACT CONDITIONS

The Contract will contain financial consequence language as required by the Florida Department of Financial Services, similar to the following examples:

(a) The Division reserves the right to withhold payment of 5 percent from invoices for late performance, or to implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform or comply with provisions of this Contract. These consequences for non-performance shall not be considered penalties.

(b) Provided the Contractor performs in accordance with the scope of work outlined in the awarded contract, the Division will pay the Contractor on a project completion percentage basis. However, the Division will withhold the final 25 percent until such time as an independent inspector paid by the Division certifies that the services performed under the awarded contract completely satisfy the requirements and specifications outlined in the Scope of Work.

34) ATTACHED TERMS & CONDITIONS

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

Exhibit "A" - Scope of Work and RCMH Pallet Racking System Inspection
Exhibit "B" – Price Sheet
Instructions to Respondents (PUR 1001)
General Conditions (PUR 1000)
State of Florida Purchase Order Conditions and Instructions
Terms for Federal Aid Contracts
Exhibit "C" - Drug-Free Workplace Program Certification
Exhibit "D" - Certification that Bidder will not Limit Manufacturer Warranty

35) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS & PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS

These are standard forms that the Division is required to include in all formal solicitations. The following paragraphs do not apply to this Invitation to Bid:

Paragraph 3, Electronic Submission – PUR 1001
Paragraph 4, Terms and Conditions – PUR 1001
Paragraph 31, Dispute Resolution – PUR 1000

Exhibit "A"
Scope of Work
State Logistics Response Center
Pallet Rack Repairs

The Division hired Ross Clark Material Handling to inspect the Pallet Racking System at the State Logistics Response Center. Their final report, dated January 23, 2015, is attached to this Scope of Work and is incorporated by reference.

The awarded Contractor shall be responsible for permitting requirements and repairs as identified in the Scope of Work and the in the Final Inspection report attached.

1. Contractor shall repair all identified vertical pallet rack structural supports with 36" tall repair units that will accommodate each and every height of damage in this facility. **(Refer to Inspection Document attached)**
2. These repair units must have a front column made of 11-gauge thick steel with the same tear drop hole pattern as the original upright.
3. The 12" tall *deflector* is to be made of ¼" steel and the inner and outer column clamps made of 3/16" thick steel and a larger 4" wide x 12" long x 3/8" thick footplate that utilizes 2 qty. – ¾" x 5" wedge anchors for extra strength.
4. All hardware is to be SAE Grade 5, stainless steel with lock washers for strength.
(Grade 5 bolt capability in yield (stretch) = 92,000 lbs / in2 x .03349 in2 = 3081 lbs minimum.
Grade 5 bolt capability in tension (failure) = 120,000 lbs / in2 x .03349 in2 = 4019 lbs minimum)
5. It is projected that the racking system above the bottom pallet position, does not need to be unloaded or disassembled. A specialized jack system is to securely attach to the front column of each damaged upright and lift the loaded front upright column approx. 1/8" off the floor.
6. The damaged section is then cut out by a porta band saw and removed.
 - The new repair unit is to be slid into place and bolted to the existing upright column, lowered and then the new floor anchor bolts are installed. Two bolts must be installed in each footplate into the concrete. Uprights shall be anchored to the floor using expandable inserts. Anchoring methodology must meet all applicable codes (including seismic) in the State of Florida, County of Orange.
7. Footplate and anchors must withstand any shearing or rotation of the front column.
8. There is to be no welding of this type of repair.
9. The installation crew must be factory certified for this type of repair installation.
10. Manufacturer of the repair components must offer a limited lifetime warranty against defects in manufacturing or material workmanship. Additionally the repairs must meet or exceed every applicable aspect covered by the "Rack Manufactures Institute" pallet rack specification: ANSI 16.1.
11. The rack repair must be as strong as or stronger than the original repaired frame as originally installed.

QUANTITIES TO BE INSTALLED:

1. 212 qty. – 36” tall, 11 Ga., single leg repair kits with column protectors
2. 220 qty. – V nose column protectors with 3 bolts each (all 3 holes need to be drilled through side of upright) no existing side holes – no anchors – for drive in racking
3. 410 qty. - V nose column protectors with anchor – for teardrop racking
4. Replace 2 qty. horizontal braces
5. Supply, drill hole and install 1,009 qty. – ½” x 5” AS-125 Wedge Anchor Bolts – these will be the extra anchors installed in existing footplates (existing footplates only have 1 anchor per f/p – contract requires adding 1 extra anchor per f/p)
6. Install and anchor – 1,688 L.F. of 1/4”X3” x 4” angle iron (will include cutting stock down to correct length in some areas) – customer has 500 L.F. of stock on-site. Contractor will be required to purchase the remaining 1,188 L.F. of stock required. Install all on the outside runs of drive-in racks in facility where required in aisle areas to prevent fork trucks from brushing up against / running into racks.
7. Install 90 qty. – Rack capacity signs

On-Site Project Management by Contractor:

Responsibilities of the Contractor Project Manager are:

- Serves as the primary contact in dealing with the customer or related contractors on project business. The “Customer” in this case will be the Division of Emergency Management.
- Review of contract requirements with the customer to insure that project objectives can be met within the terms of the contract
- Verifies that engineering design and implementation reflects operational requirements and meets both contractual and recognized industry standards.
- Develops and maintains the project schedule, monitoring the variances while insuring the technical integrity.
- Determines if any local permits and inspections are required PRIOR to beginning the project.
- Holds periodic meetings and conference calls to insure good communications thus minimizing variations to project schedule
- Controls project performance, initiating corrective action when necessary
- Manages the financial aspects of the project including billing and payments to all parties
- Work with Staff at the Facility to develop a work schedule. Unless agreed upon in the ITB process, all work will need to take place Monday-Friday, between the hours of 7 AM and 5 PM. If weekend or Holiday work needs to be accomplished this needs to be addressed in the ITB and agreed upon by all parties.
- Contractor Project Manager is responsible for pulling any permits and mechanical drawings that may be required by the Orange County Building Department or Fire Marshal’s Office.

Installation Services:

- Only NEW components and fittings are to be used. No used or reconditioned components or fittings will be considered or approved.
- All unloading, staging and inventory of equipment on site is the responsibility of the Seller/contractor/installer. The State representative will verify delivery, inspection, and inventory of all items with the Seller. Any discrepancies or missing components upon inspection will be immediately communicated back to the seller and the Division to either replace lost, damaged, incorrect size or specification or missing components within 72-hours of first delivery.
- The facility has both semi-trailer and delivery truck height loading docks and conventional forklifts only. Any mechanized equipment required (i.e. man lifts etc) for unloading, movement or installation of rack systems is the responsibility of the Seller/contractor/installer.
- The contractor will provide an experienced on-site project manager with a well-trained installation team to properly install this system. Installation teams will be supervised at all times by the on-site project manager.
- Both the Division and the contractor on-site project manager will inspect all equipment prior to installation
- Installation of the equipment and associated hardware will be as described in this document.
- Installation crews will provide their own tools, jacks and equipment related to the installation and unloading of the equipment.
- Division of Emergency Management staff, will if needed, unload any rack of materials, or move any Division equipment or resources.
- All safety measures will be followed both while in the facility during installation; this will include hard hats and safety vests, eye and hearing protection. The on-site Project manager shall act as the job site Safety Officer unless one other is assigned that responsibility.
- The work area will be cleaned after each day's work and the area made safe. Any locations not deem safe for entry due to ongoing installation work will be clearly marked and blocked off by cones and tape.
- The Contractor and crews will respect all restricted areas in the facility. Should access be required of a closed space, the Contractor will coordinate access with the on-site Division representative.
- All scrap metal materials will be collected and stacked by the contractor and placed in a location on-site as designated by the Division. All debris will be collected by the Contractor and disposed of in the facility 30 CY dumpster on-site with the exception of any hazardous material which must be contained and collected by the Contractor and disposed off-site. Work areas will be left broom swept at the end of the job.

Change Orders:

- Where the State of Florida requests a change in specifications, functionality, or equipment of the Standard Rack System or any components thereof that will materially affect Seller's Project Schedule and/or price, Seller will advise the State of Florida through issuance of a "Change Order".
- The project manager and the installer will quantify any additional costs. A change order document will be presented to the Division for approval to perform the work at the price submitted. Acceptance by the Division and a modification must be made to the State Purchase Order before the installer will perform the work.
- After the work has been performed, the Division staff will inspect all work and sign off that it meets expectations and is approved. In the event that the Orange County Building Inspector or Fire Marshal must also inspect and sign off on the work, those inspections will occur PRIOR to the Division signing off on acceptance of all work. The Contractor is responsible for coordinating all inspections by all parties.
- Seller shall include changes to the Contract Schedule as part of the Revised Project Schedule

System Acceptance Criterion:

Final on-site acceptance of the system takes place when the following criteria have been met:

1. All punch list items are resolved.
2. All inspections have occurred and signed off by all required agencies and parties.
3. The system has been successfully demonstrated, showing all elements of the system repairs and additions in accordance with design parameters and when operation of the system, or beneficial use, has occurred for a period of two weeks.

Punch list Procedures:

A punch list, change order and Division acceptance form is to be provided by the installers. These forms are used to manage the job closure. The installer will provide blank copies of the punch list form to the Division. Division then inspects the entire system thoroughly after being inspected by the local building department, and develops the final "to do" list based on both the inspectors and Divisions findings. This punch list identifies issues very specifically by piece of equipment. The installer then remedies any of the identified issues. The Division must then inspect the remedy and sign off on each individual issue.



January 23, 2015

State of Florida – Division of Emergency Management
Mr. Meyer
2555 Shurmard Oak Blvd.
Tallahassee, Fl. 32399

Dear Mr. Meyer,

Per your requirement for an assessment of the pallet racking system for the State Logistics Response Center located at 2702 Directors Row, Orlando, FL. 32809 .I completed a thorough inspection of your pallet racking in all four warehouses A,B,C and D and my findings are as follows.

- There are two distinct types of pallet racking systems in this facility. There is a selective racking system manufactured by Interlake. This system consists of 14 gauge roll formed bolt together upright frames with bolt on non-seismic footplates (two anchors holes per footplate) and 108” long x 4-3/8” face roll formed 3 pin step beams with 4 metal pallet supports per beam elevation. There was only one anchor bolt installed per footplate (2 per upright) within all of this type of selective racking throughout all 4 warehouses. There are adequate end of aisle rack protectors located throughout all warehouses protecting the end uprights of each run of racking, there are no individual front upright column protectors to help prevent damage to the front columns of the racking uprights. After sending all the racking specifications along with this facilities concrete slab information to my engineer, he performed a preliminary engineering calculation that determined this type of racking is capable of supporting 4000 lbs. per level on the three level of load beams that are consistent throughout this racking system. The second type of racking is a drive in racking system manufactured by Bull Dog it is there Hi Line series consisting of 12 gauge welded upright frames and bolt on angle iron pallet support rails. Only the front entry upright of each row has a 3” tall column protector welded to the column and footplate. The footplates are welded front and rear and each footplate has 2 anchors installed (4 per upright). This system is only located in Warehouse B. Based on the engineering that was provided to me by the SLRC management, this system was designed to support 2000 lbs. per pallet on all 3 levels.

WAREHOUSE A – Selective Racking

- There were 24 qty. damaged uprights in this warehouse – all the damage has occurred to the front columns in varying degrees. The damage is a direct result of the 11’ wide aisles being too narrow for the sit down fork trucks that are currently being used in this area. All of these bays of racking that have a damaged upright need to be unloaded as they are now unsafe and cannot hold the 4000 lbs. of weight per level that they were originally designed to carry. The pallets on all three levels need to be removed as soon as possible in order to avoid a racking failure or collapse that could cause injury or death to onsite personnel as well as damage to the product,



equipment or the facility. The pallets that are sitting on the floor in the racks do not need to be removed.

- The 24 locations of the damaged uprights located in this warehouse that need to be unloaded are as follows: PLEASE UNLOAD BOTH BAYS ON EITHER SIDE OF THESE UPRIGHTS.
428,426,324,320,418,316,416,47,36,34,43,52,63,54,65,56,615,617,621,520,524,627,629, 631

WAREHOUSE B - Selective Racking

- There were 21 qty. damaged uprights in this warehouse – all the damage has occurred to the front columns in varying degrees. The damage on these racks in this area is not necessarily due to narrow aisles, the aisles are between 12’ and 12’9” wide or wider so it must be assumed that some of the damage is also attributed to driver error or a combination of both. All of these bays of racking that have a damaged upright need to be unloaded as they are now unsafe and cannot hold the 4000 lbs. of weight per level that they were originally designed to carry. The pallets on all three levels need to be removed as soon as possible in order to avoid a racking failure or collapse that could cause injury or death to onsite personnel as well as damage to the product, equipment or the facility. The pallets that are sitting on the floor in the racks do not need to be removed.
- The 21 locations of the damaged uprights located in this warehouse that need to be unloaded are as follows: PLEASE UNLOAD BOTH BAYS ON EITHER SIDE OF THESE UPRIGHTS.
13 qty. – have no location number, 3030,3028,3027,3024,3022,3021,3020,3014.

WAREHOUSE B – Drive in Racking

- There were 25 qty. damaged uprights in this warehouse – most of the damage has occurred to the front columns in varying degrees and a couple locations were damaged on the uprights nearest the outside edge of the racking runs as there is no protection (safety guide rails) down the sides of the runs, so forklifts have made contact with some of the uprights as well. The damage on these racks in this area is not necessarily due to narrow aisles, the aisles are between 12’9” and 15’10” wide so it must be assumed that some of the damage is also attributed to driver error or a combination of both. All of these runs of racking that have a damaged upright need to be unloaded as they are now unsafe and cannot hold the 2000 lbs. per pallet weight per level that they were originally designed to carry. The pallets on all three levels need to be removed as soon as possible in order to avoid a racking failure or collapse that could cause injury or death to onsite personnel as well as damage to the product, equipment or the facility. The pallets that are sitting on the floor in the racks do not need to be removed.
- The 25 locations of the damaged uprights located in this warehouse that need to be unloaded are as follows: PLEASE UNLOAD BOTH RUNS ON EITHER SIDE OF THESE UPRIGHTS.
2 qty.-area B2, 7qty.-area B4, 3qty.-area B8, 2 qty.-area B25, 1 qty.-area B21, 1 qty.-area B14, 2 qty.-area B10, 2 qty.-area B16, 1 qty.-area B28, 3 qty.-area B23, 1 qty.-area B17.



WAREHOUSE C – Selective Racking

- There were 115 qty. damaged uprights in this warehouse – all the damage has occurred to the front columns in varying degrees. The damage is a direct result of the 11’ wide aisles being too narrow for the sit down fork trucks that are currently being used in this area. All of these bays of racking that have a damaged upright need to be unloaded as they are now unsafe and cannot hold the 4000 lbs. of weight per level that they were originally designed to carry. The pallets on all three levels need to be removed as soon as possible in order to avoid a racking failure or collapse that could cause injury or death to onsite personnel as well as damage to the product, equipment or the facility. The pallets that are sitting on the floor in the racks do not need to be removed.
- The 115 locations of the damaged uprights located in this warehouse that need to be unloaded are as follows: PLEASE UNLOAD BOTH BAYS ON EITHER SIDE OF THESE UPRIGHTS.
12,14,18,110,112,114,116,118,120,124,128,130,132,136,241,239,237,235,233,231,227,
225,223,219,217,215,213,211,29,27,25,23,33,49,41,413,415,421,427,429,431,435,439,
340,36,38,312,324,330,332,336,540,538,534,516,65,611,615,629,734,716,710,924,109,
107,11-1,11-2,11-4,11-10,11-12,11-14,11-18,11-20,11-22,11-24,11-26,11-27,12-23,
12-21,12-19,12-15,12-13,12-11,12-7,12-5,12-3,13-2,13-6,13-8,13-14,13-24,13-28,13-27,
14-25,14-17,14-15,14-13,14-11,14-7,14-5,154,1516,2128,2130,2118,2116,2115,21-6,
21-4,203,201,179,177,184,181

WAREHOUSE D – Selective Racking

- There were 29 qty. damaged uprights in this warehouse – all the damage has occurred to the front columns in varying degrees. The damage is a direct result of the 11’ wide aisles being too narrow for the sit down fork trucks that are currently being used in this area. All of these bays of racking that have a damaged upright need to be unloaded as they are now unsafe and cannot hold the 4000 lbs. of weight per level that they were originally designed to carry. The pallets on all three levels need to be removed as soon as possible in order to avoid a racking failure or collapse that could cause injury or death to onsite personnel as well as damage to the product, equipment or the facility. The pallets that are sitting on the floor in the racks do not need to be removed.
- The 29 locations of the damaged uprights located in this warehouse that need to be unloaded are as follows: PLEASE UNLOAD BOTH BAYS ON EITHER SIDE OF THESE UPRIGHTS.
112,110,18,16,14,12,11,25,210,312,413,411,310,38,36,45,43,52,65,54,56,58,76,74,72,
102,106,1010,98

- See picture below for typical racking upright damage that has taken place in all four warehouses.





Final Summary and Recommendations:

There are several serious safety issues at this facility that need to be addressed and corrected immediately in order to avoid another racking collapse, future damage to the racking systems, damage to products and possible injury to personal.

The first priority as stated above for each individual warehouse is to unload all the racking in the areas where there is damage – this will immediately prevent any more racking failures that may occur in the near future. It is understood that this will become an instant disruption to this facilities ability to operate functionally with so many pallets of product now moved to the floor, but it is essential for the safety of all personnel that work in, around or near the affected racking areas.

The second priority is to correctly repair or replace the current damaged racking uprights, install upright column protectors on the existing good condition uprights, install angle iron rub rails on the outside runs of the existing drive in rack system and lastly install additional anchors on all the existing good condition selective racking uprights to prevent rotation of the footplate and upright column when bumped by a pallet of product that is being inserted or removed from the racking system.

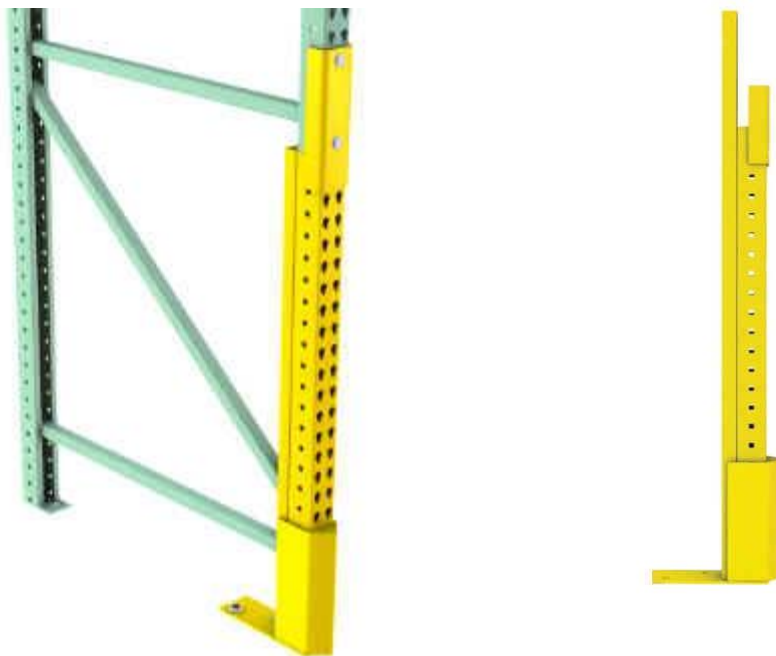
The third priority is to address the reason the racking is being damaged in the first place. As stated in my assessment of the Material Handling Equipment currently being used at this facility. The 11' wide aisles are too narrow for the sit down style forklifts that are currently being used at this facility. Either the aisles need to be made wider by relocating the racking so the lift trucks can properly operate in this facility without constantly damaging the racking uprights (13' wide aisles are recommended), or different forklift style trucks that are designed to operate in narrower aisles must be used in these 11' wide aisles. My recommendation is to acquire what are commonly known as "Reach Trucks" to operate in these aisles – these trucks typically can operate in a 9'6" aisle . The operators will need to be certified to operate these trucks as they operate considerably different than the sit down trucks currently being used.

The last priority that needs to be addressed relatively soon was brought to my attention by the SLRC management and was very visible and troublesome to observe. The Chep pallets that are used to support the cases of bottled water in the drive in racking system are severely sagging and in many cases breaking under the load of the cases of water. This is a serious safety concern since the average weight of one pallet of the bottled water is approximately 1800 lbs. These pallets are stored in the air within the drive in racking system and if one of these Chep style pallets fails, the cases of water might fall from overhead and could potentially severely injure onsite personnel, damage the product and or equipment.

It appears that these Chep pallets are not designed to hold this much weight in a drive in racking system, since this style of storage racking only supports the pallets on both sides of the pallet – the front or rear of the pallet is not supported like the selective style racking used in this facility. The drive in system is the correct racking design for the many pallets of like product (bottled water) that are stored at this facility and this system increases storage capacity approximately 40% over the standard selective style racking. In order to safely continue storing these pallets of bottled water within the drive in racking, one of two things need to be changed. Either the Chep style pallet needs to be changed out to a better suited pallet for this size and weight of load or the load needs to be lightened on these Chep pallets by removing the appropriate number of cases. The latter recommendation makes the least common sense, as you would be significantly reducing your storage capacity within this racking system. Basically you would be storing more air instead of cases of water and that would require you to either reduce the amount of stored product or increase additional pallets of product elsewhere in the facility. See picture below for the breaking and sagging of the Chep style pallets:



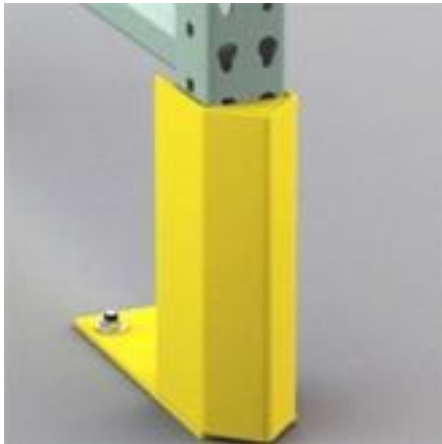
My final recommendation has to do with the damaged racking itself and refers back to the second priority above. I believe it would be a mistake and costly waste of State funds to simply replace the damaged racking above. Although the uprights are engineered correctly to support the loads currently stored throughout the facility, these uprights are made of a 14 gauge roll formed steel – one of the lightest steel thicknesses used in the industry for pallet racking uprights and it damages very easily whenever a fork truck or pallet of product comes in contact with these thin upright columns. Additionally, the labor cost to unload the racking of pallets, remove the pallet supports and load beams, then remove the upright and replace with a new one and re-install beams and supports along with the pallets of product is expensive, slow and disruptive to the warehouse. It could take many weeks to accomplish this task and then the new uprights could easily be damaged again and the facility will have the same unsafe damaged racking as before. The upright does not need to be replaced, only the damaged portion of the upright column needs to be fixed and should be replaced with a heavier unit that incorporates a heavy duty column protector as retains as much of the original upright punch pattern as possible for future use. See pictures below





Based on measurements of each damaged front upright column throughout the facility – It's my recommendation that 36" tall repair units will accommodate each and every height of damage in this facility. These repair units have a front column made of 11 gauge thick steel with the same tear drop hole pattern as the original upright (almost twice as thick of steel), the 12" tall deflector is made of 1/4" steel and the inner and outer column clamps are made of 3/16" thick steel and a bigger 4" wide x 12" long x 3/8" thick footplate that utilizes 2 qty. – 3/4" x 5" wedge anchors for extra strength – all hardware is 5 grade for strength as well. These units are installed very quickly (about one per hour), as the upper beam levels of the racking system does not need to be unloaded or disassembled at all. A specialized jack system securely attaches to the front column of each damaged upright and lifts the loaded front upright column approx. 1/8" off the floor, the damaged section is then cut out by a porta band saw and removed. The new repair unit is slid into place and bolted to the existing upright column, lowered and then the new anchors are installed. The new repair is much stronger than the original damaged area and has a beefy front deflector to minimize and future impacts from forklifts or pallets of product along with a bigger footplate and anchors that will withstand any shearing or rotation of the front column. This type of repair will last for many years and is very cost effective since you can install them quickly (minimizes disruption to the facility), pallets in the racks can be left alone. There is no welding or sparks created from this type of repair, so no worry about product damage or life safety issues due to fire. The installation crew must be factory certified for this type of repair installation, as there are many fly by night companies that offer similar but much lighter versions of these repairs and they are not installed competently and to factory specifications if they have any. By utilizing factory trained installers the repair units should offer a limited lifetime warranty against defects in manufacturing or material workmanship. Additionally the repairs (if installed by a factory trained crew) should meet or exceed every applicable aspect covered by the "Rack Manufactures Institute" pallet rack specification: ANSI 16.1. The central criteria in this specification relative to pallet rack repair, requires that the pallet rack repair procedures and products be approved through proper engineering review and determination made that a rack repair is as strong or stronger than the original repaired frame as originally installed.

It is also my recommendation that all good condition selective racking upright footplates have an additional anchor installed in them (2 per upright) to help prevent future rotation of the footplate and column attached to the footplate – this will reduce some future damage to the racks. I also highly recommend that a heavy duty ¼” thick x 24” tall V nose style column protector with front anchor be installed on all good condition selective rack front upright columns to prevent future damage and a ¼” thick x 24” tall bolt on V nose style column protector be installed on the front entry column of each run of drive in rack lanes to also assist in decreasing future damage caused by operator error. See picture below



Lastly I must recommend the following be instituted immediately. Each run of selective racking should have specific load capacity sigs installed on the end of each run that is easily visible by all forklift operators, so they are aware of the max load capacity of each beam level. The same needs to be done for the drive in racking systems, a load capacity sign should be installed on the outside lane on both sides of each section of drive in racks that show the max pallet weight allowed in the system – this should prevent any overloading of the racking systems throughout this facility. Finally, the SLRC should implement a monthly or at minimum a quarterly internal damaged racking review that documents any new racking damage that has occurred in the facility. This system should consist of a color code system that marks each damaged upright with a certain colored dot at the time the review takes place and the color should change after each subsequent review – this system will help identify old damage versus recent damage. The SLRC should budget for and implement a bi-annual or at minimum an annual



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SLRC Safety Inspection
Pallet Racking Assessment

repair program to address any future racking damage and they should also contract with an outside agency to perform an annual damaged racking review of this facility in order to get a professional opinion on the condition of the racks and make recommendations at that time for corrective actions.

Please feel free to contact me at any time in order to clarify any descriptions or statements that have been made in this assessment.

Allen Stanley

Sales Engineer
Ross Clark Material Handling
2401 Gold River Road
Rancho Cordova, CA. 95670
775-690-8226 cell

Exhibit "B"
PRICE SHEET
State Logistics Response Center
Pallet Rack Repairs

ITB-DEM-14-15-36

Total Cost of parts and labor as identified in Exhibit "A", Scope of Work

Price: \$ _____

Did you include the following items?

- Signed Exhibit "B" Price Sheet
- License # _____
- Proof of Liability Insurance
- Do you have Workers' Compensation Insurance? Yes _____ or No _____
- Exhibit "C", Drug Free Work Place
- Exhibit "D", Certification that bidder will not Limit Manufacturer Warranty

NOTE: In submitting a response, the Proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the Proposer. I certify that all response submitted is made in conformance with all requirements of this solicitation.

Contractor: _____ **FEID #:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Contact Name: _____

Email: _____ **Contact Phone:** _____

Authorized Signature: _____

Print / Typed: _____ **Title:** _____

EXHIBIT "C"

CERTIFICATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are received from respondents which are both certified minority businesses (as set forth above), and which are equal with respect to price, quality and service, the proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection A.
- D. In the statement specified in subsection A, notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDORS SIGNATURE

DATE

Exhibit "D"
Certification
State Logistics Response Center
Pallet Rack Repairs

ITB-DEM-14-15-36

CERTIFICATION STATEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation; I will not take any action that negates, renders null and void, or otherwise limits the warranty provided by any manufacturer who supplies materials used for the work performed under the awarded contract.

Print Name: _____

Signature: _____ **Date:** _____

**State of Florida
PUR 1001
General Instructions to Respondents**

Contents

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

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

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

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

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

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

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

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

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

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

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also

disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

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

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

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

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

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential

respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - 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.

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

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

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

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

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at 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.

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

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

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

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

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

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

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

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

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

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

21. Limitation on Vendor Contact with Agency During Solicitation Period.

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

State of Florida
PUR 1000
General Contract Conditions

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

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

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

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

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

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

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

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

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

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

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

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

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

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

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to

accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

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

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

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

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

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

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by

Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

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

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

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

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

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may

require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

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

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

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

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

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the

General Records Schedules maintained by the Florida Department of State (available at: <http://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.

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

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

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

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

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

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

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

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

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for

failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

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

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

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

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

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

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

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

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

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

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

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon

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

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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

P U R C H A S E O R D E R
CONDITIONS AND INSTRUCTIONS
Revised Effective July 1, 2010

1. This purchase order was issued via MyFloridaMarketPlace and is thereby subject to a Transaction Fee of 1%, unless exempted by rule. Each line item, or portion thereof, is subject to the 1 % Transaction Fee unless a specific exemption code accompanies the line item or portion thereof. For reference, a table and description all exemption codes follows these terms and conditions.
2. Pursuant to section 287.058(1), F.S., the provisions of section 287.058(1)(a)-(i), F.S. are hereby incorporated by reference, to the extent applicable. Pursuant to section 287.0582, F.S., if this purchase order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.
3. This purchase order may be unilaterally cancelled by the customer for vendor's refusal to allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this agreement which are subject to the public records act, Chapter 119, F.S.
4. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Any increase in cost may be charged against the vendor.
5. Items received in excess of quantities specified may, at purchaser's option, be returned at the vendor's expense. Substitutions are not permitted. Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise.
6. In accordance with Section 287.133(2)(a) and 287.134(2)(a), F.S., an entity or affiliate who has been on the convicted vendor list or the discriminatory vendor list, respectively, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity; and may not transact business with any public entity.
7. The vendor 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, the vendor 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 termination or cancellation of this purchase order.
8. Pursuant to section 216.347, F.S., the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. In addition, 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 Inspector General or any other authorized State official, the vendor shall provide any type of information the Inspector General deems relevant to the vendor's integrity or responsibility. Such information may include, but shall not be limited to, the vendor's business or financial records, documents, or files of any type or form that refer to or relate to the purchase order. The vendor shall retain such records for the longer of (1) three years after the expiration of the purchase order or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The vendor 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 vendor's compliance with the terms of this or any other agreement between the vendor and the State which results in the suspension or debarment of the vendor. 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 vendor shall not be responsible for any costs of investigations that do not result in the vendor's suspension or debarment.

9. The purchaser assumes no liability for merchandise shipped to other than the specified destination.
10. The terms of this purchase order may not be modified. Any attempt to modify a purchase order for goods or services shall not be accepted as the basis for additional compensation.
11. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.
12. The following provisions shall apply to all purchase orders UNLESS OTHERWISE INDICATED IN A SEPARATE APPLICABLE DOCUMENT agreed to by the purchaser and the vendor:
 - A. All purchases are F.O.B. Destination, transportation charges prepaid.
 - B. Each shipment must be shipped to the address indicated on the face of this purchase order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the purchase order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items against this purchase order on behalf of the vendor.
 - C. No extra charges shall be applied for boxing, crating, packing, or insurance.
 - D. The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
 - E. If delivery to the specified destination cannot be made on or before the specified date, notify the purchaser immediately using the contact information provided in the MyFloridaMarketPlace system.
13. By accepting this electronic purchase order, the vendor agrees to be bound by these conditions and instructions.

14. Unless specifically addressed in the Purchase Order or attachment thereto, intellectual property rights to preexisting property will remain with the vendor. Unless specifically addressed in the Purchase Order or attachment thereto, intellectual property rights to all property created or otherwise developed by vendor for the purchasing agency will be owned by the State of Florida through the agency at the end of the purchase order. Proceeds to any state agency derived from its sale, licensing, marketing or other authorization related to any such agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

**Purchase Order
Buyer Codes**

The following Buyer Codes are not part of the terms and conditions of this agreement unless the agency representative selects a specific buyer code(s). Once selected, this buyer code(s) will become part of the purchase order requirements. The selected Buyer Code(s) together with the Purchase Order Terms and Conditions supersede any vendor terms and conditions.

AI	All items must be completely assembled and/or installed by the vendor before acceptance by the state.
AP	<p>This purchase order is payable annually in advance, upon receipt of an approved invoice. If this purchase order is cancelled, pursuant to the terms of the contract, or in accordance with Florida statutes or administrative rules, the contractor shall reimburse to the state all sums received for commodities and or services not rendered after the effective date of cancellation and/or as otherwise provided by the terms of the contract, administrative rule, or law.</p> <p>This order is subject to section 559.909, Florida statutes (copy attached). Do not exceed your written estimate by more than \$10.00 or 10%, whichever is greater, but not to exceed \$50.00 without prior written approval from the purchase order contract manager.</p>
AV	Signature by agency personnel for deliveries does not confirm either a complete or accurate shipment. Incomplete &/or incorrect shipments not complying with the requirements of this purchase order must be re-delivered at the vendor's expense.
BR	This is a blanket purchase order, do not ship except upon receipt of a "release against blanket purchase order" form. Deliver within 30 days of receipt of release.
CB	Jury trial waiver/third party benefits: as consideration of this contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this contract, and no third party benefits are created or contemplated by the parties.
CN	This contract may be cancelled by either party with thirty (30) days written notice to the other party. Contract is subject to immediate cancellation if either product or service do not meet the agency's performance standards.
CR	Camera ready copy, artwork, separations, negatives, etc. Are the property of the state. Payment for this order will not be made until all such materials have been returned in useable condition.

<p>CY</p>	<p>Copyrights and right to data</p> <p>Where activities supported by the contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the state of Florida, department of state for the exclusive use and benefit of the state. Pursuant to section 286.021, Florida statutes, no person, firm or corporation, including parties to this contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the department of state.</p> <p>The department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the contractor under this contract. All computer programs and other documentation produced as part of the contract shall become the exclusive property of the state of Florida, department of state and may not be copied or removed by any employee of the contractor without express written permission of the department.</p>
<p>DM</p>	<p>This agreement is entered into pursuant to 409.25656 & 409.25657 Florida statutes (1997) for the purpose of developing & operating a data match system. The financial institution shall participate in the automated exchange of data whereby the financial institution will provide, on a quarterly basis, identifying information for each child support obligor who maintains an account at the financial institution & who owes past due child support. All information shall be kept confidential & shall be used solely for the purpose specified in the above referenced statute.</p>
<p>EC</p>	<p>It is the vendor's responsibility to pick up empty cylinders within 24 hours after notification by the user. When rental shown expires, vendor must pick up all cylinders delivered under this order. No rent will be paid for time not covered by this order.</p>
<p>EF</p>	<p>Services and/or repairs and/or commodities not to exceed purchase order amount without prior approval by the purchasing agent and/or a formal change order</p>
<p>FB</p>	<p>Note: this order is issued in compliance with section 3a-40.103, Florida administrative code, which in part prohibits the expenditure of state funds for refreshments unless expressly provided by law.</p>
<p>FF</p>	<p>This purchase involves federal funds. In the event of discontinuance of such funding, the state hereby reserves the right to terminate this contract without advance notice, subject to the effective date of the discontinuance of funding.</p>
<p>F</p>	<p>Freight charges must have copy of itemized freight bill along with invoice if over \$25.00 with the exception of Federal Express, UPS, USPS, Airborne.</p>
<p>HG</p>	<p>This order covers moving expenses of household goods only. The following are not allowable as a state expense:</p> <ul style="list-style-type: none"> • Net weight in excess of 15,000 pounds • Storage and/or unpacking of household goods • Insurance beyond the normal liability of the common carrier • Cleaning of any residence <p>Above services, if requested, are to be paid by the individual owner.</p>

IB	Indemnification clause: the contractor shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the department harmless from all claims, suit, judgements or damages, including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the vendor in the course of the operations of this contract.
IC	The contractor shall not commence any work in connection with this contract until all of the appropriate insurance coverages have been obtained to adequately protect the purchaser from any and all liability and property damage hazards which may result in the performance of this contract. Furthermore, all insurance shall be with insurers qualified and duly licensed to transact business in the state of Florida. The purchaser reserves the right to require the contractor to furnish the purchaser an insurance certificate which will provide evidence that all of the appropriate coverages are in full force and effect.
IP	Vendor shall submit itemized invoice indicating part number, description, labor, and must show the agency's property number of equipment repaired.
LS	All materials/furnishings shall meet the minimum fire safety requirements of the "life safety code" and have been tested in accordance with standard methods of the national fire protection manual.
MA	Purchased in accordance with f.s. 110. 1245, for the meritorious service awards program.
MD	Chapter 502: all cottage cheese, cream and milk to be cooled at the plant and in transit. To arrive at destination with a temperature not higher than 45 degrees f. In full compliance with chapter 502 - state of Florida milk and milk products law.
NP	Non-performance: time is of the essence on this order. The state may cancel all or any portion of this order if delivery or performance is not completed within the specified time.
RE	<p>It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this purchase order/contract shall be purchased from a non-profit 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 the purposes of this purchase order/contract the person, firm or other business entity carrying out the provisions of this purchase order/contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency are concerned. The "nonprofit agency" identified is respect of Florida which may be contacted at:</p> <p style="text-align: center;">Respect of Florida 2475 Apalachee Pkwy Ste 205 Tallahassee FL 32301-4946 (850) 487-1471 Website: www.respectofflorida.org</p>
SB	Whenever necessitated by legitimate concern for reasonable security precautions as determined by the agency & without regard to the identity of any individual, the agency will require the contracting party(ies) and/or employees of the contracting party(ies) to submit to, & successfully pass, an appropriate security background investigation prior to being allowed access to any of the agency's facilities to perform those services as set forth in this contract and/or purchase order.
TM	Chapter 442, Florida statutes, requires a material safety data sheet to accompany each container of toxic material. Delivery will not be accepted without the required material safety data sheet.

TO	<p>Trial order: the goods ordered are for test or trial purposes. The state may either keep and pay for them or return them with no obligation or charge to the state. The state shall be the sole judge of the results of this trial.</p>
VA	<p>Delivery of a vehicle does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that vehicle meets contract specifications and the requirements listed below (documents 1-11). Should the delivered vehicle(s) differ in any respect from specifications, payment will be withheld until such time as the contractor completes necessary corrective action. Units shall be delivered with each of the following documents completed/included: for the purpose of payment. Final acceptance and</p> <ol style="list-style-type: none"> 1. Copy of the "certification of compliance with vehicle specifications and purchase order" form (see enclosed form). 2. Copy of the "manufacturer's invoice", or "window sticker" (prices may be deleted). 3. Copy of the "pre-delivery service report". 4. Documentation on the "standard vehicle warranty" and "extended vehicle warranty" (if applicable). 5. Owner's manual 6. DHSMV 82040, "application for certificate of title and/or vehicle registration". 7. A properly completed dr-41 a, "certificate of motor vehicle sales tax exemption". 8. Temporary tag. 9. Copy of the "rustproofing certificate/warranty" (if applicable). 10. Copy of the "purchaser's purchase order". <p>Copy of the applicable "vehicle specification".</p>
VV	<p>Notice to vehicle vendor: the vehicle(s) requested are intended for law enforcement use. We will be installing motorola maratrac low band police radios, operating on 45.00, 44.66, and 42.92 mhz. The radios are rated at 110 watts. Per the provisions of the state contract, please provide noise suppression. We need to have shielding for the computer and fuel pumps, or a change to the frequencies on these devices as necessary. Please provide a toll free number to resolve any technical problems related to radio communications notice to vehicle vendor: the vehicle(s) requested are intended for law enforcement use. We will be installing motorola maratrac low band police radios, operating on 45.00, 44.66, and 42.92 mhz. The radios are rated at 110 watts. Per the provisions of the state contract, please provide noise suppression. We need to have shielding for the computer and fuel pumps, or a change to the frequencies on these devices as necessary. Please provide a toll free number to resolve any technical problems related to radio communications after delivery of the vehicle(s).</p>

Transaction Fee Exemption Code Table and Description

1A	PROCUREMENT UNDER SECTION 337.11 FLORIDA STATUTES.
1 B	PROCUREMENT UNDER SECTION 287.055 FLORIDA STATUTES.
1 C	PROCUREMENT UNDER CHAPTER 255 FLORIDA STATUTES.
1 D	TRANSACTION WITH A NON-PROFIT ENTITY.
1 E	TRANSACTION WITH ANOTHER GOVERNMENTAL AGENCY.
1 F	TRANSACTION WITH REQUIRED SOLE PROVIDER OR PRICE PAID AND PAYEE ESTABLISHED BY FEDERAL OR PRIVATE GRANT.
1 G	PAYMENT TO UNREGISTERED VENDOR UNDER RULE 60A-1.030(3).
1 H	PAYMENT TO VENDOR IN EXCHANGE FOR PROVIDING HEALTH CARE SERVICES AT OR BELOW MEDICAID RATES.
1I	DISBURSEMENT TO RECIPIENT OR SUB-RECIPIENT; PAYMENT TO SATISFY MAINTENANCE OF EFFORTS REQUIREMENT; OR PAYMENT TO MATCH FEDERAL AWARD.
1X	TRANSACTION PRE-DATES EFFECTIVE DATE OF RULE 60A-1.031.
1 R	VENDOR RELUCTANT TO REGISTER.
2	TRANSACTION IS CRITICAL TO THE AGENCY'S MISSION OR NECESSARY FOR PUBLIC HEALTH SAFETY AND WELFARE, AND IMPOSITION OF FEE WOULD PREVENT THE CONSUMMATION OF THE TRANSACTION.
3	EMERGENCY TRANSACTION PER RULE 60A-1.032(3).

Federal Funding Terms and Conditions

Since this Agreement involves the use of Federal funds, the Contractor agrees to the additional terms and conditions:

Article I. Records Maintenance.

- A. If applicable, Contractor's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Contractor shall be subject to Federal Acquisition Regulations 31.2 and 931.2.
- B. All original records pertinent to this Agreement shall be retained by the Contractor for five years following the date of termination of this Agreement or of submission of the final close-out report, whichever is later, with the following exceptions:
 - 1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.
 - 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.
 - 3. Records relating to real property acquisition shall be retained for five years after closing of title.
- C. All records, including supporting documentation of all costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work (Exhibit A), Contractor's and all other applicable laws and regulations.
- D. The Contractor, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

Article II. Audit.

- A. The Contractor agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Division. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Contractor shall also provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

D. If the funding source hereunder is federal funds, and the contract amount is \$500,000 or more, then the Contractor shall also provide the Division with an annual financial audit report which meets the requirements of the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, OMB Circular A-133 for the purposes of auditing and monitoring the funds awarded under this Agreement.

1. If an annual financial audit report is required, it shall include all management letters and the Contractor's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. The complete financial audit report, including all items specified in 1 and 2 above, shall be sent directly to:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

E. In the event an audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Contractor shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Contractor of such non-compliance.

F. The Contractor shall have all required audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

G. If required, the audit is due nine (9) months after the end of the fiscal year of Contractor or by the date the audit report is issued by the state Auditor General, whichever is later.

Article III. Noncompliance. If the Contractor violates this Agreement or any regulation, statute, rule or other legal requirement applicable to the performance of this Agreement, the Division may withhold any disbursement otherwise due Contractor under this Agreement with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Division may terminate this Agreement and invoke its remedies under the Agreement as per paragraph(s) 7. and 8. of this Agreement.

Article IV. Reports.

A. At a minimum, the Contractor shall provide the Division with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Contractor and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Division.

B. Quarterly reports are due to be received by the Division no later than 30 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

C. The close-out report is due 60 days after termination of this Agreement or upon completion of the activities contained in this Agreement.

- D. If all required reports and copies, prescribed above, are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in paragraph 8. (REMEDIES). "Acceptable to the Division" means that the work product was completed in accordance with the Scope of Work.
- E. The Contractor shall provide such additional program updates or information as may be required by the Division.

Article V. Monitoring. The Contractor shall monitor its performance under this Agreement, as well as that of its subcontractors and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable state and federal laws and rules.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Florida Statutes (see Article II. above), monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Contractor agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Division to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General.

In addition, the Division will monitor the performance and financial management by the Contractor throughout the contract term to ensure timely completion of all tasks.