



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

Invitation to Bid (ITB)

Disposable Paper

ITB No: 14111700-17-01

The State of Florida

Department of Management Services

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1 Introduction

The State of Florida, Department of Management Services, Division of State Purchasing (Department) is issuing an Invitation to Bid (ITB) to establish a State Term Contract (STC) for the purchase of Disposable Paper.

The Department intends to solicit for and enter into a contract with one responsive and responsible vendor according to the criteria defined herein under the authority established by section 287.057, Florida Statutes (F.S.).

This solicitation will be administered using the MyFloridaMarketPlace (MFMP) sourcing application and the Vendor Bid System (VBS). The VBS shall serve as the official system of record. Vendors interested in submitting a bid must comply with all of the terms and conditions described in this ITB. Information about submitting a bid can be found in Section 2, Instructions to Bidders.

1.1 Solicitation Overview

The purpose of this solicitation is to establish a statewide STC for the purchase of disposable paper consisting of paper towels, toilet tissues, disposable wipes, and facial tissue for state agencies and Eligible Users (EUs). The current STC (known as "Commercial Paper") for these commodities has an estimated annual statewide spend of \$8 million dollars for agencies and EUs. Estimated spend is for informational purposes only and must not be construed as representing actual, guaranteed, or minimum spend under any new contract.

1.2 Definitions

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

Bidder – Vendor who submits a response to this ITB.

Business day – Each day during which the State and its agencies are open for business, from 8:00 a.m. Eastern Time to 5:00 p.m. Eastern Time Monday through Friday.

Commodity – A Product. The terms Products and Commodities can be used interchangeably throughout this ITB.

Commodity Code - The State of Florida numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Contract - The written agreement resulting from this ITB.

Contractor - The business entity that is awarded a Contract resulting from this ITB. It may also be referred to as "Vendor", "Successful Bidder" or "Awarded Vendor" within this document.

Department - The Florida Department of Management Services.

Dockside/Street Delivery - Delivery person offloads the ordered products from the delivery vehicle to the loading dock (when available), or on the street level of the delivery location where the receiving party takes possession of the delivered products. Products shall not be left exposed to outside elements.

End User - The person or entity that uses the product.

Inside Delivery - Delivery services beyond the scope of Dockside/Street Delivery. This includes orders to be screened or subjected to security measures at the delivery location.

MSRP - An acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific commodities without benefit of a Contract resulting from the solicitation. It must be publicly listed, available, and verifiable by the Department.

Eligible User (EU) – A governmental entity defined in Rule 60A-1.001, Florida Administrative Code.

Purchase – A transaction that results in the Customer obtaining ownership of a product.

Responsible vendor – A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance. (Section 287.012(24), F.S.)

Responsive bid - A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation. (Section 287.012(25), F.S.)

Responsive vendor – A vendor that has submitted a bid that conforms in all material respects to the solicitation. (Section 287.012(26), F.S.)

State - The State of Florida.

UNSPSC - An acronym for the United Nations Standard Products and Services Code, a commodity code list used by the State.

Vendor - An entity that is in the business of providing a commodity or service similar to those within this solicitation.

1.3 Contract Objective

The Department intends to enter into a Contract with the awarded Bidder pursuant to the Basis for Award in this ITB.

1.4 Initial Term

The initial term of the Contract shall be five (5) years.

1.5 Renewal Term

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part, for up to five (5) years.

1.6 Timeline of Events (Attachment A)

The Timeline of Events is the planned schedule for this solicitation. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Bidder to check for

changes. All changes to the Timeline of Events will be made through addenda to the solicitation and noticed on the [Vendor Bid System](#).

Bidders shall not rely on the MyFloridaMarketPlace sourcing application's time remaining clock. It is not the official submission date and time deadline; it is intended only to approximate the solicitation closing and may require periodic adjustments. The official solicitation closing time and response deadlines shall be as reflected in the timeline.

The Department will not accept late bids. It is strongly recommended that Bidders submit their response as early as possible. Bidders should allow time to receive any requested assistance and to receive verification of the submittal; waiting until the last hour of the solicitation could impact the timely submittal of the response.

1.7 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to Solicitation, if issued (in reverse order of issuance)
- b) Scope of Work (Section 3)
- c) General Contract Conditions (Attachment L)
- d) Special Instructions to Bidders (Section 2.2)
- e) PUR 1001, General Instructions to Bidders
- f) ITB Attachments (not listed above as having a higher priority)
- g) ITB Document

1.8 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the intent to award is posted.

Procurement Officer for this ITB is:

George Rozes, Associate Category Manager
Florida Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Phone: (850) 921-0033
Email: george.rozes@dms.myflorida.com

****** ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL ******

1.9 Limitation on Contact with Government Personnel (section 287.057(23), F.S.)

Between the release of this solicitation and the end of the 72-hour period following the Department posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, F.S.), Bidders to this solicitation or persons acting on their behalf may not contact 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.

1.10 Must, Shall, Will, and Is Required

Although this solicitation uses terms such as "must", "shall", "will", and "is required", and may define certain items as requirements, the Department reserves the right, in its discretion, to waive any minor

irregularity, technicality, or omission if the Department determines that it is in the best interest of the State to do so. However, failure to provide requested information may result in the rejection of a bid. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a bid containing a deviation or omission will be considered for award of this procurement. The Department may reject any bid not submitted in the manner specified by this solicitation.

1.11 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535 at least five business days prior to the scheduled event. If you are hearing or speech impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). The telephone numbers are supplied for notice purposes only.

1.12 Lobbying Disclosure

The successful Bidder shall comply with applicable federal requirements for the disclosure of information regarding lobbying activities of the successful Bidder, subcontractors or any authorized agent. Certification forms shall be filed by the successful Bidder and all subcontractors, certifying that no federal funds have been or shall be used in federal lobbying activities and the disclosure forms shall be used by the successful Bidder and all subcontractors to disclose lobbying activities. The successful Bidder shall comply with the provisions of section 216.347, F.S., which prohibits the expenditure of contract funds for the purpose of lobbying the Legislature or a state agency.

1.13 ITB Process

The ITB is a method of competitively soliciting a Commodity or contractual service pursuant to section 287.057(1)(a), F.S. The Department posts an ITB on the VBS to initiate the process and also posts the ITB in the MFMP Sourcing application.

Bidders may submit questions in writing to the Procurement Officer via the Messages tab in the MFMP Sourcing application by the date listed in the Timeline of Events. Bids must be submitted by the deadline listed in the Timeline of Events. The Department will open the bids in a public meeting.

Once the Department has verified the bids, the Department will post an agency decision on the VBS.

1.13.1 Question Submission

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Vendors who have 'Joined' the MFMP Sourcing event are able to submit questions using the MFMP Sourcing 'Messages' tab (referred to as the "Q&A Board" in PUR 1001). Questions can be submitted in MFMP Sourcing until the Question Submission Deadline listed in the Timeline of Events.

The following quoted text replaces Paragraph 5 of PUR 1001:

"Questions must be submitted via the Q&A Board within MFMP Sourcing and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be answered in accordance with the Timeline of Events. All questions submitted shall be published and answered in a manner that all proposers will be able to view. Proposers 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 Vendor Bid System for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained in 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 20 of these Instructions."

Bidders are strongly encouraged to raise any questions or concerns regarding this ITB, including the proposed Contract terms and conditions, during the open question period.

1.13.2 Addenda to the ITB

The Department reserves the right to modify this solicitation by issuing addenda. Addenda may modify any aspect of this solicitation. Addenda issued will be posted on the VBS and within MFMP Sourcing. It is the Bidder's responsibility to check for any changes to a solicitation prior to submitting a bid.

1.13.3 Protest of Terms, Conditions, and Specifications

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for scoring responses, awarding contracts, or modifying or amending any contract, a notice of protest shall be filed in writing with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes this solicitation document, any addendum, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

Failure to file a protest within the time prescribed in section 120.57(3), F.S., 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, F.S.

1.13.4 Public Opening

Bids will be opened on the date and at the location indicated in the Timeline of Events. Bidders are not required to attend. The Department generally does not announce prices or release other materials at this public meeting, pursuant to section 119.071(1) (b), F.S.

1.13.5 Electronic Posting of Notice of Intended Award

The Department shall electronically post a Notice of Intended Award on the VBS for review by interested parties at the time and location specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of 72 hours, not including weekends or State observed holidays. If the Notice of Intended Award is delayed, in lieu of posting the Notice of Intended Award the Department may post a notice of delay and a revised date for posting the Notice of Intended Award.

1.13.6 Protest of Notice of Intended Decision

Anyone desiring to protest the Notice of Intended Award shall file any notice of protest and any subsequent formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within the time prescribed in section 120.57(3) F.S., and Chapter 28-110, Florida Administrative Code. The Procurement Officer should be copied on such filings. Failure to file a notice of protest and a formal protest within the time prescribed in section 120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

Failure to file a protest within the time prescribed in section 120.57(3), F.S., 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, F.S.

1.13.7 Firm Response

The Department intends to award a contract within sixty days after the date of the bid opening, during which period bids shall remain firm and shall not be withdrawn. If an award is not made within sixty

days, all bid responses shall remain firm until either the Department awards the Contract or the Department receives from the Bidder written notice that the response is withdrawn. Bid responses that express a shorter duration may, in the Department's sole discretion, be accepted or rejected.

1.14 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their bid. Bidders may modify or withdraw their bid at any time prior to the bid due date in accordance with the Timeline of Events.

1.15 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this ITB are the full responsibility of the Bidder and are not chargeable to the Department. A Bidder shall not, directly or indirectly, collude, consult, communicate or agree with any other Vendor or Bidder as to any matter related to the response each is submitting. Additionally, a Bidder shall not induce any other Bidder to modify, withdraw, submit or not submit a response.

1.16 Return of Bid Contents

Initial documentation provided to the Department as part of the ITB shall not be returned to the Bidder unless withdrawn prior to the bid opening.

1.17 Contract Formation

The Department may issue a Notice of Intended Award, to successful Bidder(s), however, no contract shall be formed between a Bidder and the Department until the Department signs the contract. The Department shall not be liable for any work performed before the contract is effective.

The Department intends to enter into a contract(s) with Bidder(s) pursuant to the Basis for Award, section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the contract unless it is specifically identified, incorporated by reference, and approved by the Department. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award; however, these documents remain subject to the Return of Bid Contents section of this solicitation.

2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a bid. The instructions come in two parts; general instructions and special instructions.

2.1 General Instructions

PUR 1001, the General Instructions to Bidders, is incorporated by reference and provided via the link below:

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

In the event any conflict exists between the Special Instructions and General Instructions to Bidders, the Special Instructions shall prevail.

2.2 Special Instructions to Bidders

2.2.1 MFMP Sourcing

Since July 1, 2003, the Department has used the online e-procurement system known as MyFloridaMarketPlace (MFMP). This solicitation will be administered using MFMP Sourcing.

2.2.2 MFMP Registration

To participate within MFMP Sourcing, a Bidder must be a registered vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors should log into MFMP VIP to ensure contact information and commodity code registrations are correct and to ensure the option to participate in electronic solicitations in MFMP Sourcing is selected.

Vendors not currently registered with MFMP VIP must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the Solicitations page that they wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, select the commodity codes for the goods and services that the vendor would like to provide to the State. Vendors will not receive notifications for commodity codes that are not selected.

Note: VBS and MFMP Sourcing provide automated notifications to the vendor community, as a courtesy, based on commodity codes that are tied to a vendor's registration in the MFMP VIP. Vendors with a commodity code that matches the commodity code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a vendor does not have a matching commodity code, VBS and MFMP Sourcing will not provide a courtesy notification and the vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding commodity codes to their business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.

The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>

The Department strongly recommends vendors set MS Internet Explorer browser to compatibility mode while using MFMP applications. More information regarding recommended internet browser settings can be found by clicking [here](#).

In order to 'Join' the MFMP Sourcing event vendors must:

- a) Have a current MFMP vendor registration within the MFMP VIP; and
- b) Select 'Yes' to participate in electronic sourcing events in MFMP Sourcing.

The MFMP Sourcing may be accessed using the following link:

<https://sourcing.myfloridamarketplace.com>

2.2.3 MFMP Sourcing Posting Phase

A solicitation formally begins when the Department posts a Notice in VBS and publishes an MFMP Sourcing event.

Solicitations conducted in MFMP Sourcing exist in the following statuses:

2.2.3.1 'Preview' Status

A solicitation is published as a 'Public Event' in MFMP Sourcing and is initially in 'Preview' status. When the solicitation is in 'Preview' status, Vendors can view and download all information related to the solicitation and pose questions to the Procurement Officer in the 'Messages' tab of the event. The solicitation remains in 'Preview' status until the 'Open' status begins.

2.2.3.2 'Open' Status

The solicitation enters 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all Vendors who accepted the 'Bidders Agreement' in MFMP Sourcing may submit bids until the Bid Due Date listed in the Timeline of Events. The solicitation remains in 'Open' status until the Bid Due Date and Time listed in the Timeline of Events.

2.2.3.3 'Pending Selection' Status

The solicitation enters 'Pending Selection' status on the date listed on the Timeline of Events. When a solicitation is in 'Pending Selection' status, vendors are no longer able to submit bids in accordance with the Timeline of Events.

2.2.3.4 'Completed/Awarded' Status

The solicitation enters 'Completed/Awarded' status after the Notice of Intent to Award has been published to the Vendor Bid System, in accordance with the Timeline of Events. This status indicates the MFMP Sourcing event has been completed and the term 'Award' in MFMP Sourcing refers solely to system function.

2.2.4 MFMP Training

A non-mandatory Pre-Bid Conference/MFMP training event will be held to discuss how to view and respond to solicitations in [MFMP Sourcing](#). The Non-Mandatory Pre-Bid Conference/MFMP training event will be held at the date and time specified in the Timeline of

Events. Attendance is optional but encouraged. Vendors may attend the webinar from their computer, tablet, or smartphone by clicking the link found in the Timeline of Events at the time of the training. A pdf of the presentation is available [here](#). If a Bidder is unable to attend the training, the MFMP team offers many other training resources, including recorded, online training and job aids that can be viewed on the [MFMP for Vendors website](#). Public meetings conducted during the course of this solicitation are open to members of the general public, current vendors, potential vendors and interested persons.

MFMP University offers vendor training materials on the Department's website at: <http://www.dms.myflorida.com/mfmp/vendor/trainingmaterials>

[MFMP University](#) provides access to recorded online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes.

2.2.5 MFMP Assistance

Vendors that need assistance using MFMP may contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

2.2.6 Who May Respond

Vendors in good standing with the State of Florida that meet the qualifications of Section 3: Scope of Work, and possess the financial capability, experience, and personnel resources to provide commodities and services described in this ITB may respond to this bid.

2.2.7 Commitment to Diversity in Government Contracting

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

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

2.2.8 How to Submit a Bid

Bidders will submit their bids electronically via MFMP Sourcing. Bidders shall enter all required attachments and documents electronically in the MFMP Sourcing application during this solicitation as indicated. The Department will only evaluate bids submitted using MFMP Sourcing.

Mass produced general information/promotional material about the Bidder that is prepared/printed for general distribution is not permitted. The emphasis of each bid shall be on completeness and clarity of content, prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this solicitation.

By submitting a bid to this solicitation, the Bidder agrees to and waives any objections to requirements contained in the solicitation. By submitting a bid, the Bidder certifies that it agrees to and satisfies all criteria specified in this solicitation.

Bidders that fail to submit all required information in MFMP Sourcing may not be deemed responsive. Bidders are responsible for submitting their bids in MFMP Sourcing by the date and time specified in the Timeline of Events of this solicitation. The Department will not consider late bids.

2.2.9 Contents of Bid

Bidders shall submit all required attachments and documentation via the MFMP Sourcing application. Failure to submit all of the required attachments and documentation may result in a determination of Bidder non-responsiveness. Attachments submitted in MFMP Sourcing should be named similarly to the following file naming conventions:

Example:

JohnDoeLLC_ExecutiveSummary.pdf
JohnDoeLLC_Attachment_A.pdf
JohnDoeLLC_PriceSheet Excel (xlsx)

2.3 Required Attachments

2.3.1 References (Attachment B)

Bidders shall download and complete Attachment B and upload within the MFMP Sourcing application. Bidder shall provide information for a minimum of three disposable paper contracts or contracts including such products (excluding the Department of Management Services), that individually exceed \$100,000.00 (annually), issued between July 1, 2012, and June 30, 2016.

2.3.2 Qualification Questions and Required Documents (Attachment C)

Bidders shall download and complete Attachment C and upload within the MFMP Sourcing application. Bidders are to meet and respond to the qualifications in order to be considered responsive. The Department may not verify bids from Bidders who answer "No" to any of the Qualification Questions or do not provide all the required documentation.

2.3.3 Price Sheet (Attachment D)

Bidders shall download and complete Attachment D, and upload the completed Attachment D within the MFMP Sourcing application.

2.3.4 Vendor Information Form (Attachment E)

The Bidder shall download and complete Attachment E within the MFMP Sourcing application.

2.3.5 Ordering Instructions Form (Attachment F)

The Bidder shall download and complete Attachment F and upload within the MFMP Sourcing application.

2.3.6 Certification of Drug-Free Workplace (Attachment G)

The Bidder shall download and complete Attachment G and upload within the MFMP Sourcing application.

2.4 Additional Required Documentation

2.4.1 Registration with the Florida Department of State

The Bidder shall include a PDF file of their current and active registration with the Department of State with their bid submittal. **NOTE:** Pursuant to section 607.1501, F.S., out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, F.S., from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. Website: www.sunbiz.org.

2.4.2 Florida Substitute Form W-9.

All vendors must register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Florida Substitute Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <https://flvendor.myfloridacfo.com/>

2.5 Additional Documentation

2.5.1 Out of State Preference Letter from Attorney (if applicable)

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

2.5.2 Savings/Price Reduction PUR 7064 (Attachment H)

If awarded a contract, the Bidder shall submit a completed Savings/Price Reduction form to the Department.

2.5.3 Preferred Pricing Affidavit (Attachment I)

If awarded a contract, the Bidder shall submit a completed Preferred Pricing Affidavit to the Department at least annually.

2.5.4 Quarterly Sales Report (Attachment J)

If awarded a contract, an authorized representative of the Bidder will be required to complete and submit a Quarterly Sales Report to the Department's Contract Manager within 30 calendar days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30).

2.6 Basis for Award

A Contract shall be awarded on a statewide basis to the responsive, responsible Bidder who offers the lowest Calculated Total Price.

In the light blue cells of Attachment D, in the sheet labeled "Core Products", Vendor must enter prices in each and every cell under the columns labeled "Vendor's Initial Term Price", "Vendor's Renewal Term Price" and "Percent savings offered by Vendor compared to retail, list, published or other usual and customary prices". Eighty percent of the score will be based on the Vendor's Initial Term Price and twenty percent of the score will be based on the Vendor's Renewal Term Price. The lowest Calculated Total Price score will be determined by using the following formula: Sum of columns F and

G (Vendor's Initial Term Price) multiplied by .80, plus the sum of columns H and I (Vendor's Renewal Term Price) multiplied by .20.

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

2.7 Identical Bids

In the event of identical bids where one or more of the Bidders can be awarded but not all, the Department will select a Bidder based on the criteria identified in Rule 60A-1.011, F.A.C.

2.8 Rejection of Bids

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which Bidders are responsive and responsible.

2.9 Minor Irregularities/Right to Reject

The Department 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 Department determines that doing so shall serve the Department's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

2.10 Redacted Submissions

The following section supplements section 19 of the PUR 1001. If Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Bidder must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the Bidder's name on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Bidder claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department 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 bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its bid are

confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

2.11 Additional Information

By submitting a bid, Bidder certifies that it agrees to and satisfies all criteria specified in the ITB. The Department may request, and Bidder shall provide, additional supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in disqualification of the bid.

3 Scope of Work

3.1. Purpose Statement

The purpose of this solicitation is to establish a STC for the purchase of disposable paper consisting of paper towels, toilet tissues, disposable wipes, facial tissues and other products for state agencies and Eligible Users (EUs).

3.2. Commodity Code List

UNSPSC	Product Description
14111700	Personal paper products
14111701	Facial tissues
14111702	Toilet seat covers
14111703	Paper towels
14111704	Toilet tissue
14111705	Paper napkins or serviettes
14111706	Paper table cloth

3.3. Reference Publications

The following reference publication that includes standards in effect on the date of this solicitation shall form a part of this ITB.

T.A.P.P.I. test methods

<http://www.tappi.org/Industry/Tissue/>

3.4. Recycled and Climate Friendly Products

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

3.5. Requirements

Acceptable technical documentation shall include manufacturers' specification sheets, technical publications, printed product literature, engineering drawings, instruction or maintenance manuals or other published manufacturers' literature, and all certifications required by the specifications. Acceptable documentation shall be legible and have good printed quality.

All products bid shall meet or exceed all specified conditions and specifications. All products shall

- a. conform to the physical characteristic of the specification for the approved products
- b. perform satisfactorily and in accordance with their intended function and product description and specification sheets;
- c. contain no disagreeable odor, either wet or dry;
- d. be uniform and made in accordance with industry standards with respect to cleanliness, lint, pliability, softness, dispersion, and dirt. All products shall be free of holes, tears, wrinkles, lumps, foreign materials, and abrasive particles;
- e. concerning paper products, be folded and assembled to dispense one towel/napkin/tissue/wiper at a time;
- f. meet the size specified in the Price Sheet; and
- g. concerning paper products containing recycled content, be derived from materials that include pre-consumer and/or post-consumer recycled paper.

3.6. Ordering

The Contractor shall fulfill all Customer orders under this Contract. Customers shall specify their contact person and the delivery location at the time of placing an order.

Orders to one location totaling fewer than ten cartons may be shipped Free On Board (FOB) Destination, Prepaid, by the most economical method available or as agreed to by the Contractor and the Customer.

3.7. Preparation for Delivery

Packing: All products shall be packed to ensure safe delivery to Customer’s location.

Marking: Each container shall be plainly marked as to manufacturer, manufacturer's code, size, quantities, name of the Contractor, and Contract and purchase order numbers.

3.8. Delivery

The Contractor shall provide sufficient delivery personnel to accurately and timely complete shipping and delivery to the Customer. Delivery shall be within twenty business days after receipt of order. The Contractor shall notify the Customer at least three business days in advance of delivery.

Deliveries, after receipt of purchase order confirmation, shall occur within the following schedule:

<u>Order Quantity</u>	<u>Delivered Within</u>
Up to 99 Cartons	10 business days
100-399 Cartons	20 business days
Greater than 399 Cartons	30 business days

The Contractor shall be responsible for any damage to buildings or individuals as a result of delivery.

The Contractor shall notify the Customer of any potential delivery delays within five business days after receiving a purchase order. Evidence of repeated inability to deliver within required times or of intentional delays shall be cause for Contract cancellation and/or Contractor suspension.

3.9. Delivery Charge

Contract Pricing includes delivery to the street address or loading dock. Dockside/Street delivery shall consist of the delivery person offloading the ordered products from the delivery vehicle to the loading dock (when available), or on the street level of the delivery location where the receiving party takes possession of the delivered products. Any delivery services beyond this scope will be considered Inside Delivery. Charges for Inside Delivery, if applicable, will be added to the invoice as a separate line item. When the ordering agency elects to waive this service, the inside delivery charge shall not apply to the order.

3.10. Special Handling

In some delivery locations there may be limited access to Customers' buildings. The Contractor and its representatives shall ensure compliance with all Florida Department of Law Enforcement (FDLE) security requirements, or other requirements maintained by the Customer. The Contractor shall notify the Customer at least two business days in advance of delivery so that necessary delivery arrangements can be made.

3.11. Pricing

The Contractor shall adhere to the prices submitted in the ITB Price Sheets, which are incorporated by reference into the Contract.

3.12. Substitutions

In the event the Contractor's source fails to supply a product at any time for any reason during the Contract's term, the Contractor shall temporarily supply another product of equivalent, meeting or exceeding all specifications regarding the Contract's prices, terms and conditions.

In the event of a failure to timely deliver followed by substitute delivery, the Contractor shall have five business days from the date of notice of such failure to the Department to provide technical documentation showing that each substitute product meets and/or exceeds specifications. The Department shall review the technical documentation and specifications to ensure compliance with the Contract.

3.13. Returns

Products that are returned due to Contractor error shall be returned at the Contractor's expense. The Contractor shall make arrangements to remove the returned products from the Customer's premises within five business days after notification. Regularly stocked products that are returned due to Customer error shall be returned at the Customer's expense without incurring re-stocking fees if returned in original packaging within twenty business days.

3.14. Customer Service and Administration

The Contractor shall provide Customers all services during business days. The following days are observed as holidays by state agencies:

- New Year's Day
- Birthday of Dr. Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving

- Christmas Day

If the actual holiday falls on a Saturday, the preceding Friday is observed as a holiday. When a holiday falls on Sunday, the following Monday is observed as a holiday.

The Contractor shall have a single point of contact to serve as Contract Manager as listed on the Vendor Information Form. The Contract Manager may support multiple Customers and must respond to Customer calls and/or emails within one business day. The Contract Manager must be able to provide or arrange for all aspects of Customer support and problem resolutions. Back-up coverage must be provided by an equally knowledgeable person.

In addition to a dedicated Contract Manager, the Contractor shall provide toll-free Customer service phone support from 8:00 a.m. Eastern Time to 5:00 p.m. Eastern Time, Monday through Friday, except for National and State-recognized holidays. TDD (Telecommunication Device for the Deaf) access must be made available during the above named Customer service operating hours.

3.15. Routine Communications

All routine communications and reports related to this STC shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form changes during the life of the Contract, then the Contractor shall update the Vendor Information Form and submit to the Department's Contract Manager. Communications relating to a specific order should be addressed to the contact person identified on the order. Communications may be by e-mail, regular mail, or telephone.

3.16. Invoices

Invoices must clearly identify the manufacturer, manufacturer's code, size, quantity, the Contractor's name, Contract number, and purchase order number.

3.17. Payments

Payments shall be made in accordance with sections 215.422 and 287.0585, F.S., for State Agencies, and the Local Government Prompt Payment Act, sections 218.70-218.80 for local governments.

3.18. Purchasing Card

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

3.19. Punch-Out Catalog and Electronic Invoicing

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

Through utilization of the punch-out catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punch-out catalog site, the user selects the desired products and services. When complete, the user exits the supplier's punch-out catalog site and the shopping cart (full of products and services) is "brought back" to MFMP. No orders are sent

to a supplier when the user exits the supplier's punch-out catalog site. Instead, the chosen products and services are "brought back" to MFMP as Contract line items. The user can then proceed through the normal workflow steps, which may include adding/editing the products to a requisition or a purchase order. An order is not submitted to a supplier until the buyer actually adds the line items to a requisition and the purchase order is approved and sent to the supplier.

At the State's option, the Contractor may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Electronic invoices may be required to be submitted to the agency through the Ariba Network (AN) in one of three mechanisms as listed below. The Contractors may select the method that best meets their capabilities from the following list:

- **cXML (commerce eXtensible Markup Language)**
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the Ariba Supplier Network (ASN) for catalog and non-catalog products and services. The cXML format is the Ariba preferred method for eInvoicing.
- **EDI (Electronic Data Interchange)**
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog products and services.
- **PO Flip via ASN**
The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog products and services. Suppliers have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the punch-out catalog and electronic invoicing.

3.20. Performance Bond

If deemed necessary, the Customer may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of work. Determination of the appropriateness and amount of any bond requirement, is the sole responsibility, and at the sole discretion, of the Customer.

3.21. Contract Reporting

The Contractor shall report information on orders received from state agencies and EUs associated with this contract.

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

Report	Period Covered	Due dates
MFMP Transaction Report	Calendar month	10 business days after close of the period
Contract Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Savings / Price Reductions	Annual	10 business days after each action that adjusts prices
Diversity Report (submitted to the Customer)	State Fiscal Year	10 business days after close of the period
Preferred Pricing Affidavit	Annual	Contract anniversary date
Proof of Insurance	Annual	Upon policy renewal.

3.22. MFMP Transaction Fee Reports

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

3.23. Contract Quarterly Sales Reports (Attachment J)

The Contractor agrees to submit a Quarterly Sales Report (Attachment J) to the Department's Contract Manager within 30 calendar days after the close of each State Fiscal quarter (September 30, December 31, March 31, and June 30).

Quarterly Reporting periods should coincide with the contract term and should begin the quarter following contract execution. Reports must be submitted in MS Excel format. The report will include all sales (orders) from State Agencies and EUs received (associated with this contract) during the period. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated for convenience or the Department may choose to not renew the Contract.

3.24. Diversity Reports

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

In addition, the Department may require additional Contract sales information such as copies of purchase orders, or ad hoc sales reports. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

3.25. Ad-hoc Reports

The Contractor is required to submit ad hoc reports within the specified amount of time as requested by the Department.

3.26. Business Review Meetings

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

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

3.27. Financial Consequences

The Department will review the Contractor’s performance and assess financial consequences for failure to meet minimum percentage targets.

Performance Metric	Description	Minimum Performance Target	Calculation	Financial Consequences for Non-Performance; Per Occurrence
Report Submission (Measured by State Purchasing)	Measures whether the Contractor submits required reports to the Department’s Contract Manager by specified deadlines	Per quarter	Date of report submission	\$100

The Department and Customers reserve the right to withhold payment or implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

3.28. Price Adjustments

Price increases will be considered at the end of each year during the initial term of this contract and at the end of each year during the renewal term, if any, of this contract. The price increase request must be based on the Producer Price Index (PPI) and Annual Percent Changes, and may not exceed four (4) percent. The price increase request must be submitted in writing no later than 60 days before the end of each year to the Contract Administrator, and substantiated by a copy of the appropriate PPI reports. The Department reserves the sole discretion to approve the request in part or in whole, or reject the request in part or in whole.

The Department reserves the right to require a decrease based on PPI. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

3.29. Product Adjustments

Requested product changes due to upgrades may be submitted once annually and must be approved by the Department and added to the contract before being offered to Customers.

3.30. Other Fees and Charges

Additional fees including but not limited to, property taxes, fuel surcharges, interest fees, late payment fees except where permitted by section 215.422 (3)(b), F.S., or fees not permitted elsewhere in this Contract are prohibited.

4 List of Attachments

- Attachment A Timeline of Events
- Attachment B References
- Attachment C Qualification Questions and Required Documents
- Attachment D Price Sheet
- Attachment E Vendor Information Form
- Attachment F Ordering Instructions Form
- Attachment G Certification of Drug-Free Workplace
- Attachment H Savings/Price Reduction PUR 7064
- Attachment I Preferred Pricing Affidavit
- Attachment J Quarterly Sales Report
- Attachment K Draft Contract
- Attachment L General Contract Conditions