



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

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Request for Proposals (RFP)

For

Office Supplies

RFP No. 07-44111513-K

The State of Florida

Department of Management Services

July 5, 2016

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Section 1 Introductory Section

1.1 Introduction

The State of Florida Department of Management Services' Division of State Purchasing (Department or DMS) is issuing a Request for Proposals (RFP) to conduct this solicitation. This solicitation shall be administered using the MyFloridaMarketPlace (MFMP) Sourcing Application and Vendor Bid System (VBS). The VBS shall serve as the official system of record.

1.2 RFP Goals

The Department invites interested companies to submit Proposals in accordance with this RFP to establish a State Term Contract for Office Supplies. The initial Contract term is five years. The Contract may be renewed in whole or in part for up to five years. The Department estimates that the average annual spending volume will be approximately \$74 million. This estimated volume is for informational purposes only and should not be construed as representing actual, guaranteed, or minimum purchases under a contract, if any. Customers include State Agencies and Florida Eligible Users as listed in the Definitions section of this RFP. The Department reserves the right to award a contract to one or more Vendors, for all or part of the work contemplated by this solicitation, as determined to be in the best interest of the State.

1.3 Scope

The scope of Products for any contract resulting from this RFP are described in the table below. Additional information related to the scope and requirements from any contract resulting from this RFP are listed in Section 4, Scope of Work.

Products Categories
Breakroom & Cleaning Supplies
Folders, Binders & Accessories
Office Consumables (Art, Educational & Envelopes)
Office Equipment
IT Peripherals
Paper - Other (fewer than 10 cartons per order)
Paper – White, Recycled & Virgin (fewer than 10 cartons per order)
Toner (Original Equipment Manufacturer)
Toner (Remanufactured)

1.4 Purchases Outside of Florida

With the consent of the awarded Contractor(s) resulting from this RFP, other entities, not precluding those located outside the State of Florida, may make purchases from the resulting Contract(s) under the terms and conditions stated in this solicitation. Purchases made under the resulting Contract(s) will be governed by the laws, rules, and regulations of the purchasing entity.

1.5 Definitions

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1000 and Form PUR 1001 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.

1.5.1 Brand Name Product(s)

Products that are identified by a specific manufacturer and are not considered Generic or private label Products. Brand Name Products may also be referred to as national brand Products.

1.5.2 Climate Friendly Product(s)

Products that are a lesser or reduced source of greenhouse gas emissions when compared to competing commodities that serve the same purpose. Climate Friendly Products promote waste reduction and reuse.

1.5.3 Confidential Information

Any portion of a Respondent's documents, data, or that the Respondent claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or any other authority, and is clearly marked "Confidential".

1.5.4 Contract

The agreement that results from this competitive solicitation, if any, between the Department and the Contractor.

1.5.5 Contractor

The Vendor that enters into a Contract as a result of this solicitation.

1.5.6 Customer(s)

State Agencies and Florida Eligible Users.

1.5.7 Department

The Department of Management Services.

1.5.8 Desktop Location

The physical location of a Customer. For example: Bldg. 4050, Office 360G.

1.5.9 Florida Eligible User(s)

As defined in Rule 60A-1.005, Florida Administrative Code.

1.5.10 Generic Product

A Generic Product is comparable to a Manufacturer or Brand Name Product's intended use, size, quality, and performance characteristics that does not provide a market branding. Generic Products may also be referred to as private label Products.

1.5.11 Global Trade Identification Number (GTIN)

The Global Trade Identification Number (GTIN) is a globally unique 14-digit number used to identify trade items, Products or services. GTIN is also an umbrella term that

refers to the entire UCC.EAN data structures. The entire family of data structures within the GTIN is: GTIN-12 (UPC).

1.5.12 Manufacturer's Suggested Retail Price (MSRP)

The Manufacturer's Suggested Retail Price (MSRP). 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 Customer for specific Commodities or equipment models, and services without benefit of a contract resulting from the solicitation, if awarded. MSRPs shall be formally published by the manufacturer, publicly listed and available, and verifiable by the Department.

1.5.13 MyFloridaMarketPlace

MyFloridaMarketPlace (MFMP) is the State of Florida's eProcurement system.

1.5.14 Product(s)

An item that may be a Product or Commodity which includes service, technology or software. The term Products and Commodities can be used interchangeably throughout this RFP.

1.5.15 Product Categories

Product Categories specific to this RFP (Office Consumables, Toner, etc.).

1.5.16 Product Group

Product Group specific to this RFP (Brand Name or Generic Products).

1.5.17 Proposal

The Vendor's response to this solicitation.

1.5.18 Respondent

A Vendor who submits a Proposal to this Request for Proposals (RFP).

1.5.19 Responsive Proposal

As defined in subsection 287.012(26), Florida Statutes, means a proposal submitted by a responsible and responsive Vendor that conforms in all material respects to the solicitation.

1.5.20 Responsible Vendor

As defined in subsection 287.012(25), Florida Statutes, means 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.

1.5.21 State

The State of Florida.

1.5.22 State Agencies

For purposes of this RFP, State Agencies, as defined in section 287.012(1), Florida Statutes.

1.5.23 State Holiday

An observed and paid State holiday. A complete listing can be found here:
http://www.dms.myflorida.com/workforce_operations/human_resource_management/or_state_hr_practitioners/2016_state_holidays

1.5.24 Universal Product Number (UPC)

The Universal Product Number is a type of code printed on retail product packaging to aid in identifying a particular item. It consists of two parts – the machine-readable barcode which is a series of unique black bars and the unique 12-digit number.

1.5.25 UNSPSC

An acronym for the United Nations Standard Products and Services Code.

1.5.26 Vendor

The entity that is in the business of providing a Commodity or service similar to those within the solicitation.

1.5.27 Vendor Bid System

The official internet system of record for this solicitation.

1.6 RFP Award Process

The RFP award process is divided into two phases. The mandatory qualifications phase is the Department's initial determination whether a Respondent is responsible and responsive. The evaluation phase is completed in two parts. During the evaluation phase, technical responses will be scored by independent evaluators with the evaluation criteria set forth in this RFP. The Procurement Officer will score the Respondent's references, financials and price. The Department may award a contract to the responsible and responsive Vendor(s) whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price, qualifications and other criteria set forth in this RFP.

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1.7 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Respondent to check for any changes to the Timeline of Events. All changes to the Timeline of Events, if any, will be made by issuing addenda to the solicitation and posted on the VBS.

Timeline of Events	Event Time (ET)	Event Date
RFP posted on the VBS and in the MFMP Sourcing Application		7/05/16
Non-Mandatory Pre-Proposal Conference/MFMP Training Event 4050 Esplanade Way, Suite 380K, Tallahassee, FL 32399-0950 Conference Call Number: 888-670-3525 Participant Code: 8912126970 Webinar Info: Office Supplies RFP Webinar	10:00 A.M.	7/12/16
Deadline to submit <u>questions</u> within the MFMP Sourcing Application via the Messaging Tab	10:00 A.M.	7/14/16
Anticipated posting of <u>answers</u> to Respondents' questions to the solicitation on the Vendor Bid System		8/02/16
Deadline to submit a Proposal, including all required documents in the MFMP Sourcing Application	10:00 A.M.	8/16/16
Proposal Opening 4050 Esplanade Way, Room 380K, Tallahassee, FL 32399-0950	10:01 A.M.	8/16/16
Evaluators Public Meeting 4050 Esplanade Way, Room 380K, Tallahassee, FL 32399-0950 Conference Call Number: 888-670-3525 Participant Code: 8912126970	10:00 A.M.	9/12/16
Anticipated date to post Agency Decision		9/13/16
Anticipated Contract start date		11/15/16

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING APPLICATION'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE TIMELINE. The response deadline(s) shall be as reflected in the timeline of this solicitation. The MyFloridaMarketPlace Sourcing Application's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended to submit your response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your response.

1.8 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this RFP until the contract award is made. All emails to the Procurement Officer should contain the solicitation number and name in the subject line of the email.

Procurement Officer for this RFP is:

Jessalyn Tillman

Bureau Chief of Goods and Services, Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950

Phone: (850) 487-3977

Email: Jesse.Tillman@dms.myflorida.com

1.9 Addenda to the RFP

The Department reserves the right to modify this RFP by issuing addenda. Addenda will be posted on the Vendor Bid System (VBS). It is the responsibility of the Respondent to regularly check for addenda to the RFP. The Respondent is solely responsible for determining whether addenda to the RFP have been issued and for reviewing impact of addenda on the RFP.

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 proposal. There is no guarantee that the Department will waive an omission or deviation, or that any Vendor with a proposal containing a deviation or omission will be considered for award of this procurement. The Department may reject any proposal not submitted in the manner specified by this solicitation.

1.11 Non-Mandatory Pre-Proposal Conference/MFMP Training Event

A non-mandatory pre-proposal conference/MFMP training event will be held to discuss how to view and respond to solicitations in [MFMP Sourcing](#). The pre-proposal conference/MFMP training event will be held at the date and time specified in the Timeline of Events. Attendance is optional, but encouraged. Vendors can 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 you are unable to attend the training, the MFMP team offers many other training resources, including recorded, online trainings and job aids; view them 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 Respondents and interested persons.

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1.12 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. For more information on the Mentor Protégé Program, please contact 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 Respondent can contact the Office of Supplier Diversity at (850) 487-0915 for information on certified business enterprises that may be considered for subcontracting opportunities.

1.13 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's ADA Coordinator at (850) 922-7535 at least five workdays prior to the scheduled event. Any person that is hearing or speech impaired may contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.14 No Alternate Proposals

Only one Proposal may be submitted by each Respondent. Respondents that wholly or partially own one or more subsidiaries or affiliates, each with its own Brand, may submit only one Proposal on behalf of one Brand regardless of the number of Brands, subsidiaries or affiliates owned or controlled by the Respondent.

1.15 Proposal Disqualification

Respondent(s) whose responses to Mandatory Requirements, references, or other information relating to past performance 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 Proposals meet the requirements of this solicitation, and which Respondents are responsive and responsible. Each Respondent must meet the requirements and possess the experience and personnel resources to provide the Products/services described in this RFP to be eligible for award. The Department reserves the right to request additional information pertaining to the Respondent's ability and qualifications to provide the Products/services described in this RFP, as deemed necessary during the RFP or after contract award, if any.

1.16 Disclosure of Proposal Contents

After the Respondent has submitted its Proposal and the deadline for the Proposal submission has passed, all documentation submitted in response to the RFP will become the exclusive property of the Department and may not be removed by an employee or agent of the

Respondent. All Proposals will become the property of the Department and will not be returned to the Respondent.

1.17 Respondent Confidential Information

The following subsection supplements section 19 of the PUR 1001. If the Respondent 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, Florida Statutes, the Florida Constitution or other authority, the Respondent must 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. The redacted copy must state the Department's solicitation name and number, and the Respondent's name on the cover, and must clearly state that it is a "Redacted Copy." The Redacted Copy must be provided to the Department at the same time the Respondent submits its response to the solicitation, and must only redact those portions of the response that are claimed to be confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its redaction of portions of its response it claims are confidential, proprietary, trade secret or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce all documents, data or records submitted by the Respondent in answer to a public records request for these records.

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Section 2 Instructions to Respondents (General and Special)

2.1 General and Special Instructions

Section 2 contains the General Instructions to Respondents, Special Instructions, information concerning the Solicitation Application, and Mandatory Requirements. The [PUR 1001](#), The General Instructions to Respondents, is incorporated by reference and provided at: <http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>. In the event of conflict between the General Instructions and Special Instructions, the Special Instructions shall have priority.

Respondents must have a current vendor registration and be active for Sourcing Events within the MFMP Vendor Information Portal at <https://vendor.myfloridamarketplace.com/> to be eligible to provide a proposal to the RFP. The Department will not consider or evaluate submissions that are not submitted in the MFMP Sourcing Application. The Department will not consider late Proposals. Respondents are responsible for submitting their Proposals by the date and time specified in the Timeline of Events section of this solicitation.

2.2 Online Solicitation Application

2.2.1 General Information

The Department conducts competitive solicitations using the MFMP Sourcing Application.

Respondents shall submit responses electronically at:
<https://sourcing.myfloridamarketplace.com/Sourcing/Main>.

The VBS is the State's online posting application for solicitation advertisements and supporting documents which can be found at:
http://www.myflorida.com/apps/vbs/vbs_main_menu.

To join the event in the MFMP Sourcing Application and post questions related to the solicitation, Respondents must review and accept the agreement to use the MFMP Sourcing Application (see instructions below).

2.2.2 Sourcing Instructions and Training

- 2.2.2.1** After logging into the MFMP Sourcing Application, the "My Events" section lists events the Vendor has chosen to "Join" (i.e., you intend to submit a formal response).
- 2.2.2.2** "Public Events" lists those events associated with the commodity codes for which the Vendor registered in its Vendor Information Portal (VIP) account, but which the Vendor has not yet "Joined."
- 2.2.2.3** Joining an event moves the event from "Public Events" to "My Events," allows the Vendor to submit questions about the event, and alerts the Vendor to any associated updates (e.g., event edits, etc.).

- 2.2.2.4** Vendors must join an event to submit a response to the solicitation. To “Join” an event, Vendors must login with their user name and password.
- 2.2.2.5** To respond to a solicitation, Vendors must review and accept the electronic agreement on the “Review and Accept Agreement” page by clicking the radio button next to, “I accept the terms of this agreement.” The Sourcing acceptance acknowledgement agreement is a general agreement that prospective Respondents accept the broad overall requirements of the solicitation as being focused on the product/service sought, and the general requirements of how the Department seeks delivery of that product/service. It is a preliminary acknowledgement of the terms and conditions (T&C) of the solicitation. It is not a legally binding agreement that all T&C are accepted as is, without further question, clarification, or negotiations.
- 2.2.2.6** No Respondent is bound by the contract conditions outlined in the solicitation until the final award occurs.
- 2.2.2.7** When responding to a solicitation, Vendors should save work frequently – at intervals less than 20 minutes. The MFMP Sourcing Application automatically “times out” after 20 minutes of inactivity. Any unsaved information will be lost when the system times out.
- 2.2.2.8** Clicking the “Save” button within the MFMP Sourcing Application only saves solicitation responses.
- 2.2.2.9** To transmit responses to the State, Respondents must make a specific choice to do so by selecting the “Submit Entire Response” button.
- 2.2.2.10** After clicking the “Submit Entire Response” button, Respondents are responsible to verify and validate any submitted response in the MFMP Sourcing Application to assure their responses are accurate and complete prior to the solicitation’s closing time.
- 2.2.2.11** Respondents should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised responses.
- 2.2.2.12** To validate responses, Respondents must take the following actions before the Solicitation period ends.
- 2.2.2.13** Click the “Response History” link to confirm that the “submitted” response is visible, and therefore formally submitted.
- 2.2.2.14** Confirm that a status of “Accepted” displays next to the submitted response.
- 2.2.2.15** Click on the Reference number of the submitted response to review the submission.
- 2.2.2.16** Check the following elements (if applicable):
 - 2.2.2.16.1** Text boxes – Is the entire answer viewable?
 - 2.2.2.16.2** Yes/No questions – Are the displayed answers correct?
 - 2.2.2.16.3** Attachments – Did the attachments upload correctly?

2.2.3 Additional Information Regarding the MFMP Sourcing Application

For technical assistance, Vendors may contact the MyFloridaMarketPlace (MFMP) Vendor Help Desk at (866) 352-3776 or by email at: VendorHelp@MyFloridaMarketPlace.com.

For additional information regarding vendor online training or to view MFMP Sourcing training documents, please see below:

Online Training: <http://www.dms.myflorida.com/mfmp/vendor/recordedtraining>

MFMP Training Materials:
<http://www.dms.myflorida.com/mfmp/vendor/trainingmaterials>

2.3 Mandatory Requirements

Respondents must comply with all Mandatory Requirements set forth in this section in order for their Proposal to be evaluated for award. The Department will not further evaluate Proposals from Respondents that answered “No” to any of the Mandatory Requirements or that fail to upload the required documentation listed in the following sections.

2.3.1 Qualification Questions

Respondents shall submit a Yes/No response to the following Qualification Questions within MFMP Sourcing. A Respondent must meet the requirements identified and certify their compliance with the requirements through the following questions in order to be considered responsive and responsible. Respondents that answer “no” to any of the Qualification Questions shall be deemed non-responsive.

Qualification Questions	
1.	Does the Respondent certify that it is authorized to respond on behalf of its company to this RFP?
2.	Does the Respondent certify that it is not on the Discriminatory or Convicted Vendors list as defined and identified in the PUR 1001?
3.	Does the Respondent certify that it is not on the DMS Suspended Vendor List ?
4.	Does the Respondent certify that it is not on the Scrutinized Companies list as specified in Section 287.135 Florida Statutes?
5.	Does the Respondent certify that its company has a current and active registration with the Florida Department of State, Division of Corporations, accessible at the following website: http://sunbiz.org/ ?
6.	Does the Respondent agree: <ul style="list-style-type: none">A. To provide delivery on a statewide basis within two business days for orders placed by 4:00 PM ET; andB. To provide F.O.B., the place of destination, freight prepaid, terms for the Desktop Location, or alternate location specified by the Customer; andC. To not impose delivery charges for orders above \$25.00 for the life of the contract, including all contract renewals and extensions excluding furniture deliveries; and

Qualification Questions

<p>D. To not impose a delivery charge greater than \$40.00 for furniture deliveries? Furniture deliveries includes inside delivery, set-up, and removal of packing debris; and</p> <p>E. To deliver to the Desktop Location, or alternate location as specified by the Customer, at no additional cost?</p>
7. Does the Respondent agree to maintain the service levels described and measured in Section 4.3, Deliverables?
8. Does the Respondent agree to provide full credit and no restocking fee to Customers on all returns that meet the following conditions: <ul style="list-style-type: none"> A. All products in original packaging and in sellable condition. Original packaging may not have the Customer's writing located on any Products. B. Products are returned within 30 calendar days of delivery. C. Products are returned due to damage, incorrectly shipped, or due to a vendor's order entry error?
9. Does the Respondent agree to cap restocking fees for all other reasons not listed in the Qualification Question 8 and agree that the fee shall not exceed 10% of the value of the Products needing re-stocking?
10. Does the Respondent agree to provide the Department's Contract Manager with monthly, quarterly and ad hoc Microsoft Excel compatible reports as listed in Section 4, Scope of Work?
11. Does the Respondent agree to provide a single point of contact for each Customer (Note: point of contact individual may support multiple Customers/locations)?
12. Does the Respondent agree to provide customer service representatives and technical resources by phone (toll-free), fax, and email to handle all orders and mitigate order-related technical issues from 8:00 AM to 5:00 PM ET, Monday through Friday, excluding State of Florida holidays?
13. Does the Respondent agree to: <ul style="list-style-type: none"> A. Provide a packing label on the outside of each package shipped that contains the following information at a minimum: Customer Name, Physical Address, Delivery Address, and Telephone Number? B. Provide a packaging slip in the inside of each package shipped that contains the following information at a minimum: line item description, quantity ordered, quantity shipped, backordered products with expected delivery date, unit price, number of parcels, and purchase order or delivery order number?
14. Does the Respondent agree to provide at the Customer's request the necessary training at no additional cost, on all aspects of ordering, Product delivery, Product returns and customer service processes?
15. Does the Respondent agree to not replace any ordered Product with an alternate Product without the prior consent of the Customer (e.g., no forced substitutions) and if the Customer agrees to use a higher-priced Product to fill the order, the Customer will be billed at the lower price of the Product that was out of stock, not the higher priced Product?

Qualification Questions

16. Does the Respondent agree to provide a Product list with a minimum of 10,000 Products that covers the scope of this contract as listed in Section 4, Scope of Work?
17. Does the Respondent agree to provide a punch-out catalog for State Agencies within 60 calendar days of Contract award that contains only Products that are in the scope of the awarded Contract?
18. Does the Respondent agree to provide an online catalog, for FL Other Eligible Users, within 60 calendar days of Contract award that contains only Products that are in the scope of the awarded Contract?
19. Does the Respondent, if awarded, agree to register and complete an electronic Florida Substitute Form W-9 prior to contract execution? The Internal Revenue Service (IRS) receives and validates the information Vendors provide on the Florida Substitute Form W-9. For additional information, please visit: https://flvendor.myfloridacfo.com/
20. Does the Respondent agree to provide a marketing plan for Customers, if requested by the Department?
21. Does the Respondent agree to accept all terms and conditions listed in the RFP, draft contract and General Contract Conditions with no exceptions?

2.3.2 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.

2.3.3 Product List

Respondents are required to submit with their response an electronic copy of their complete Product list, providing a minimum of 10,000 Products that they intend to provide Customers under the awarded contract. This Product list will not be used in the evaluation of the Respondents' Proposal. The Product list will serve as the Contractor's catalog and prices for the first year of the awarded contract. The Product list must include Quarter 3 2016 S.P. Richards' price for Products. Where there is no S.P. Richards' price available, the MSRP shall be listed. If the Product is a Generic Product, then the Respondent is considered the Product manufacturer and their established, reasonable price shall be listed. At a minimum, Respondents should include the following fields in the Product list: Product Category, Product Description, Brand Name or Generic Product, UPC, GTIN (if available), Manufacturer Name, Manufacturer Number, SKU/Item Number, Unit of Measure, S.P. Richards Quarter 3 2016 Price or MSRP, MSRP % discount and final sell price to the Customer. Each Product Category must be listed on a separate tab in the Respondent's product list. Ex: Office Supplies on Tab 1, Toner on Tab 2, etc.

2.3.4 Required Documentation

Respondents must upload an electronic copy of the following required documentation in the MFMP Sourcing Application. Scanned copies of original documents are acceptable, except for Attachment C, Price Proposal and the Products List, as noted below. MFMP accepts file sizes up to 20 Megabytes in size. All documents and certifications must be current and in effect.

- Attachment A, Technical Proposal and Evaluation Criteria
- Attachment B, Vendor Reference Form
- Attachment C, Price Proposal – Excel only
- Attachment D, Certification of Drug-Free Workplace Form
- Attachment E, Scrutinized Companies Form
- Attachment K, Ordering Instructions Form
- Attachment L, Vendor Information Form
- Product List (10,000 Product minimum) – Excel only
- Dun & Bradstreet Supplier Qualifier Report
- Department of State Registration

Note: Solicitation forms not mentioned in the section above are required after contract award, prior to contract execution.

2.4 Evaluation Criteria and Scoring

Responses shall be evaluated and scored as per the sub-sections noted below:

2.4.1 Technical Proposal and Evaluation Criteria (Attachment A)

Attachment A to the RFP contains the requirements and evaluation criteria for the Respondent's Technical Proposal to this RFP. Respondents shall submit their Technical Proposal using Attachment A in accordance with the instructions contained in Attachment A. To facilitate the Respondents' submission of their Technical Proposal, Attachment A is a Word Document that must be completed electronically for uploading into the MFMP Sourcing Application.

Each Proposal determined to be in compliance with all mandatory requirements will be independently evaluated using the criteria and points scale outlined in Attachment A. Each Technical Proposal will be independently scored by at least three appointed evaluators who have experience and knowledge of the services required by this RFP.

The Department will evaluate only the information submitted in response to this RFP within the MFMP Sourcing Application.

The responses to each section will be evaluated and awarded points based on the point structures for each section as stated in Attachment A. The following total points are possible for a Technical Proposal:

Criteria Number	Criteria Title	Total Possible Score
1	Customer Service	40
2	Disaster Recovery, Part 1	30
3	Disaster Recovery, Part 2	30
4	Retail Stores	20
5	Lowest Price, Recycled Content and Climate Friendly Products	50
6	Reporting Capabilities	30
7	Contract Transition	30
Total Possible Technical Proposal Score		230

2.4.2 Respondent Reference Form (Attachment B)

The Respondent Reference Form(s) submitted in response to this RFP will be scored by the Department. The Respondent must demonstrate providing similar Products and services to three different Customers, for a minimum of three years, per reference. The Department will make two attempts to contact each Respondent reference. Any missing ratings, missing forms, or illegible information will result in zero (0) points assigned for the missing or illegible item. Information provided by references to the Department's Procurement Officer will be recorded and scored on the Evaluation Questionnaire for References. Each Vendor reference form is worth a total of 10 points, totaling 30 possible points for references. The Department will total all of the Respondent's reference scores to determine the final Respondent's Reference Score.

The Respondent Reference Form(s) will be scored by the Department in accordance with the ratings received by the Respondent's selected references and in accordance with the following scale:

Reference Check Outcome	Points Assigned
Failure to a submit Vendor Reference Form or missing sections	0
Poor	2
Fair	4
Adequate	6
Very Good	8
Excellent	10

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2.4.3 Financials

The Department requires submission of the Respondent's D&B Supplier Qualifier Report prepared by Dun & Bradstreet (D&B). The D&B Supplier Qualifier Report is a standard report detailing financial and operational capability. The D&B Supplier Evaluation Risk Score will be scored by the Procurement Officer.

The Respondent shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

- i Respondents who have an existing D&B account will need to click the "find your company" link of the left side of the page.
- ii Enter the Respondent's Duns Number. If the Respondent does not know the company's Duns number, the Respondent may use the search feature to find it.
- iii Confirm Registration.
- iv Enter payment method, information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.
- v Respondents who do not have an existing D&B account can click on the following link to register:
<https://www.dandb.com/product/companyupdate/companyupdateLogin?execution=e1s1>

Once the process is complete, an electronic copy of the SQR report shall be submitted as part of the Respondent's response within the MFMP Sourcing Application. The Respondent is required to keep a copy of the submitted report and submit a copy as part of the response to this RFP. The Respondent shall not modify the original format of the D&B report.

Since the SQR report shall be a part of the Respondent's response, Respondents are advised to allow sufficient time before the Proposal due date for D&B processing. Respondents should allow a minimum of 10 business days for D&B to process the report.

If a D&B SQR report cannot be generated by D&B, the submission will receive a score of zero (0) (Highest Risk Rating) for financial status.

The Department will use the following rating scale when evaluating the financial viability of the Respondent:

SQR Supplier Evaluation Risk Score	Points Assigned
9	20
7-8	40
4-6	60
2-3	80
1	100

2.4.4 Price Proposal (Attachment C)

Respondents shall download Attachment C, Price Proposal, complete Tab 1 and Tab 2, Section 1, subsection B, and upload in an Excel format within the MFMP Sourcing Application. Respondents shall provide a Price Proposal for statewide coverage and provide a discount off MSRP for all Product Categories, including Brand Name and Generic Products, for the initial and renewal terms. The initial term is worth a total of 180 possible points. The renewal term is worth a total of 60 possible points. The overall Price Proposal is worth a total of 240 possible points.

Respondents are encouraged to offer volume discounts on Tab 3. The auditing costs and volume discounts will not be scored.

Respondents shall input the Respondent Name and the discount off MSRP in the light yellow cells in Attachment C. All discounts must be a whole percentage with no decimal place (%; e.g., 15%). Negative percentages or ranges shall not be accepted.

Respondents' are awarded the grand total calculated points for Name Brand and Generic Office Supplies based on the sum of the calculated points received for the initial and renewal terms for each Product Category (section 2.4.4.1).

2.4.4.1 Points Calculation

The Respondent's grand total calculated points are determined by the following:

Pricing Formula
(1) Weighted Points X Discount % = Term Points per Product Category
(2) Initial Term + Renewal Term Points per Product Category = Calculated Points
(3) Sum of Calculated Points per Product Category = Respondent's Total Calculated Points per Product Group (Name Brand Products and/or Generic Products)
(4) Total Calculated Points for Name Brand Products + Total Calculated Points for Generic Products = Respondent's Grand Total Calculated Points
Total Possible Grand Total Calculated Points = 240

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2.5 Methodology for Selection

The Department will average the Technical Proposal scores to determine each Respondent's Final Technical Score.

The Department will combine the Respondent's Final Technical Score, Respondent's Grand Total Calculated Points for price, Reference Score and Financials Score to determine the Respondent's Final Evaluation Score.

Criteria Title	Total Possible Score
Technical Proposal	230
References	30
Financials	100
Price Proposal (180 points initial term and 60 points renewal term)	240
Total Possible Proposal Score	600

2.6 Basis of Award

The Department will make an award(s) to the responsible and responsive vendor(s) whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the Request for Proposals.

2.7 Contract Formation

The Department intends to award a contract using the terms and conditions listed in this RFP and Attachment H, Draft Contract and Attachment I, General Contract Conditions. No additional documents submitted by a Respondent will be incorporated into the contract unless they are specifically identified and incorporated by reference in the contract.

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Section 3 General Contract Conditions

Section 3 contains the General Contract Conditions. The General Contract Conditions are listed as Attachment I to this RFP. In the event of conflict between the General Contract Conditions and PUR1000, the General Contract Conditions listed will govern, unless the conflicting terms in the General Contract Conditions, Attachment I are required by Florida law.

3.1 Order of Precedence

In the event conflict exists among the documents comprising the RFP, the conflict will be resolved in the following order of priority (highest to lowest):

1. Addenda, in reverse order of issuance
2. Scope of Work (Section 4)
3. General Contract Conditions (Attachment I)
4. General Contract Conditions (Section 3)
5. Evaluation Criteria and Scoring and Methodology for Selection (Sections 2.4 and 2.5)
6. Attachments to this RFP (Section 5)
7. Introduction (Section 1)

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Section 4 Scope of Work

4.1 Product Categories

Examples of Product Categories contained in the scope of this solicitation are included the table below. The table below is not meant to provide a comprehensive list of Products included in scope; it describes the most common types of Products (Product Sub-Categories) contained within each Product Category. Please note that calendar related items will be replaced yearly with the next calendar year's version within the same Product category and related discount. The Department and the Contractor during the contract period may mutually agree to align any missing or new Product sub-categories or services into the Product Categories listed below. The Department may use the S.P. Richards Product Categories and other Product wholesalers as a point of reference during this process.

Product Category	Product Sub-Categories
Breakroom & Cleaning Supplies	<ul style="list-style-type: none"> • Hand Sanitizer, Paper Towels, Lysol Spray, Wipes, Dusters and Facial Tissue, Wastebaskets, Safety Supplies, All Wipes, Hand Soap, Knives, Cutters, Blades and Scrapers
Folders, Binders & Accessories	<ul style="list-style-type: none"> • Manila File Folders, Hanging File Folders, Fastener Folder, Classification Folders, View Binders, Ring Binders, and Accessories
Office Consumables (includes Art, Educational & Envelopes)	<ul style="list-style-type: none"> • Adhesives, Glues, Gluesticks, Adhesive Removers • Appointment Books, Phone Message Books, Statement Books, Fax Message Books, 'While You Were Out' Books, Forms, Dictionaries, Thesaurus, Diaries, Tickets, Reference Sets • Archive Boxes, Cardboard Boxes, Storage Containers • Award Frames, Displays, Plaques, Certificates • Badges, Badge Holders, Lanyards • Batteries, Chargers, • Binder Clips, Paper Clips, Panel Clips, Pushpins, Thumbtacks, Safety Pins, Rubber bands, Scissors, Shears, Cutters, Trimmers, Hole Punches (non-electric) • Binders, Combs, Rings, Spines • Book Cases, Book Ends, Book Shelves • Bulletin Boards, Cork Boards, Easels, Easel Pads, Poster Boards • Calendars, Desk pads, Refills, Planners • Calculator Ink, Calculator Spools, Adding Machine Tape, Cash Register Tape • Camera Film, Photo Paper • Chair mats • Clocks, Hooks, Lamps • Correction Fluid, Correction Tape, Correction Pens • Cups, Spoons, Forks, Plates, Bowls • Dusters, Computer Dust-off, All Wipes, Lysol, Clorox, Hand Soaps, Windex, Air Freshener, Dust Pans, Cleaning Supplies • Erasers, Dry-Erase Erasers, Chalk, Crayons • Ink Pads, Refills, Stamps • Knives, Cutters, Blades, Scrapers • Labels, Label Holders

Product Category	Product Sub-Categories
	<ul style="list-style-type: none"> • Mailing Tubes, Mailing Tubs, CD Mailers, Packaging, Fingertips, Letter Openers, Moistener • Markers, Highlighters • Envelopes • Notebooks, Notepads, Pads of Paper, Post it Notes, Art Paper, Construction Paper, Crepe Paper • Office Organizers, Inboxes, Copyholders, Pen and Pencil Holders, Wastebaskets, Drawers, Desktop Shelves, Shredder bags, Extension Cords • Pencils, Pencil Erasers, Lead Refills, Pencil Sharpeners, Pens, Pen Refills • Protractors, Rulers, Yardsticks, Compasses, Engineer Triangles • Report Covers, Files, File Folders, Pocket Files, Portfolios, Jackets, Inserts, Folder Frames, Dividers, Wallet Files, File Guides, Index Cards, Business Cards, Card Holders, File Indexes, Tabs, Ledgers, Tab Reinforcement, Tags, Sheet Protectors, Letters, Numbers, Fasteners, Fastener Bases, Clipboards, Flag Tape • Signs, Sign Holder, Flyer Holders, Racks, Literature Displays, Name Plates • Staplers, Staples, Staple Removers • Tape, Tape Dispensers, Embossing Tape, Velcro Products • Transparency Film, Transparency Paper, Laminating Supplies, Laminating Pouches • Safety Supplies • Art and Science Supplies
Office Equipment	<ul style="list-style-type: none"> • Calculators, Easels, Pencil Sharpeners, Dividers, Carts, Hand Trucks, Hole Punches, Label Makers, Laminators, Shredders, Typewriters, Printers and Furniture
IT Peripherals	<ul style="list-style-type: none"> • CDs, DVDs, Cassette Tapes, Tape Cartridges, CD and DVD Cases, CD and DVD Storage, VHS Tapes, Computer Disks and Diskettes, Computer Bags and Cases, Mouse, Keyboards, Keyboard Pads, Mouse pads, Camera Bags, Camera Cases • Headsets, Headset Accessories, Headphones • Surge Protectors, UPS Power Supply • USB Drives, Flash Memory, Zip Disks • IT Hardware / Software
Paper – Other	<ul style="list-style-type: none"> • Art Paper, Construction Paper, Crepe Paper, Colored Paper, Computer Paper and Specialty Paper
Paper – White, Recycled & Virgin	<ul style="list-style-type: none"> • Paper – 20# White, Recycled and Virgin Copy Paper, minimum 92 bright
Toner – Original Equipment Manufacturer	<ul style="list-style-type: none"> • Original Equipment Manufacturer (OEM) - Toners, Cartridges, Fusers, Kits, Drums, Ribbons and Related Accessories • Brands include but are not limited to: Hewlett Packard, Dell, Lexmark, Cannon, Brother, etc.
Toner – Remanufactured	<ul style="list-style-type: none"> • Remanufactured - Toners, Cartridges, Fusers, Kits, Drums, Ribbons, and Related Accessories

4.2 Reports

The contractor shall submit the following reports:

4.2.1 Transaction Fee Reports

The awarded Respondent(s) from this Solicitation will be required to pay the required Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) 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 training presentations available on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Vendor Help Desk by email at feeprocessing@myfloridamarketplace.com, or by telephone at 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 6:00 PM Eastern Time.

4.2.2 Contract Quarterly Sales Reports

The Contractor agrees to submit a Contract Quarterly Sales Report, Attachment J to the DMS Contract Manager in the format to be provided by the Contract Manager ten business days after the close of the State Fiscal quarter (September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel format. The report will include all sales (orders) from Customers received (associated with this contract) during the period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. If no orders are received during the period, the contractor must submit a report stating that there was no activity.

Data elements to be included in the Contract Quarterly Sales Report are as follows:

Data Element	Description
Order Date	The date the order was received by the Contractor.
Order Number	The identifier of the transaction that establishes the obligation for the Product or service. Typical Transactions may include purchase orders (PO) or Purchasing Card (PCard) transactions.
Product Category	Product Category specific to this RFP (Office Consumables, Toner, etc.)
Product Description	Nomenclature of the Product or service ordered.
Customer Type	Classification of the Customer (Drop-down Menu provided): <ul style="list-style-type: none">• Agency,• FL OEU Cities & Counties• FL OEU Schools K-12

Data Element	Description
	<ul style="list-style-type: none"> • FL OEU College & Universities • FL OEU Not for Profit
Standard Product Code	An identifier used by the Office Supplies industry to describe the Product or service. UPC required, GTIN if available.
United Nations United Nations Standard Products and Services Code (UNSPSC)	Taxonomy of Products and services for use in eCommerce. It is a four-level hierarchy coded as an eight-digit number, with an optional fifth level adding two more digits.
Manufacturer	The original producer of the Product.
Manufacturer ID	The alpha numeric code established by the manufacturer for the Product.
Quantity	The amount of the Product or service ordered.
Unit of Measure	Standard unit or system of units by means of which a quantity is accounted for and expressed (e.g., each, set, box, case, etc.)
Unit Price	The cost of one unit of measure of an item.
Total Price	The price paid for the items ordered; calculated as the unit price multiplied by the quantity ordered. This field is pre-calculated, no entry is required.
Reference Price	The MSRP.
Savings Percentage	Pre-calculated field representing the percentage difference between total price incurred by the order verses the price that would have been paid without the benefit of this contract. Formula= ((Reference Price – Unit Price) / Reference Price)

4.2.3 Preferred Pricing Affidavit Requirement (Attachment G)

Pricing offered to the State of Florida for this solicitation shall be the best price available to the State and shall be comparable to or better than the best available pricing offered by the Respondent to similarly situated governmental entities. Other states similar in size and buying power to the State of Florida are California, New York and Texas.

The Department shall provide the Preferred Pricing Affidavit, Attachment G, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the best pricing provision in section 4(b) of the [PUR 1000 form](#). The Contractor agrees to submit to the Department, prior to contract execution and at least annually, the completed Preferred Pricing Affidavit.

4.2.4 Savings/Reductions Form (Attachment F)

The Contractor shall submit one (1) accurately completed PUR7064-Savings/Price Reductions form, Attachment F containing the required savings information for each Product Category offered and a method(s) for the Department to verify the savings information provided within 10 business days following Notice of Award of the contract, upon each request to renew and/or extend the contract, or upon any action that establishes or adjusts the prices under the contract.

4.2.5 Diversity Reporting

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran owned business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or email: osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to each Customer, the Department, 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 Respondent utilized during the period, Commodities and services provided by the minority business enterprise, and the amount paid to each minority Respondent on behalf of each purchasing agency ordering under the terms of this Contract.

4.2.6 Ad hoc Report

The Department may require additional ad hoc reports such as Contract sales information or special report requests. The Contractor shall submit these specific ad hoc requests within the specified amount of time as requested by the Department.

4.2.7 Backorder Fill Report

Upon request, the Contractor shall provide the Department a report within two business days providing the following: the Product name and Product ID, reason for shortage, and plan of action when delivery may be expected or suggested replacement. The Contractor will ship backorders within five business days of the original order, unless special circumstances apply.

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4.2.8 Reporting Schedule

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

Report	Period Covered	Due Date(s)
MFMP Transaction Report	Calendar month	10 business days after close of the period
Contract Quarterly Sales Report	State Fiscal Quarter	10 business days after close of the period
PUR7064-Savings/Reductions Form	Required upon contract award, prior to contract execution and required for quarterly price adjustments	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
Ad hoc Report	As requested	Specific and reasonable timeframe
Backorder Fill Report	As requested	2 business days upon request

4.3 Deliverables

The deliverables and criteria for evaluating successful completion of each deliverable are listed below:

4.3.1 Delivery Timing

The Contractor shall maintain an on-time delivery rate of 95% or greater. On-time delivery will be defined as a delivery within two business days by 4:00 PM ET of order placement. The delivery timing rate is calculated by the number of orders multiplied by two business days and then divided by the sum of all business days to fill and deliver orders. The Contractor shall submit to the Department the monthly report in Microsoft Excel that details the on-time delivery rate. Example: 60 days multiplied by 2 = 120 and then divided by 122 business days = 98%.

4.3.2 Order Filled and Delivered

The Contractor shall maintain an order filled and delivered rate of 98% or greater. The order filled and delivered rate is calculated as the sum of Products filled and delivered divided by the total sum of Products ordered. The Contractor shall submit to the Department the monthly report in Microsoft Excel that details the order accuracy and fill rate. Example: 1,000 products filled and delivered divided by 1,015 products ordered = 98%.

4.3.3 Order Accuracy

The Contractor shall maintain an order accuracy rate of 98% or greater. The order accuracy rate is calculated as 1 minus the sum of mishipped Products divided by the

total sum of Products ordered. The Contractor shall submit to the Department the monthly report in Microsoft Excel that details the order accuracy rate. Example: 1 minus 6 mishipped products divided by 600 products orders = 99%.

4.4 Financial Consequences

The Contractor is required to meet the deliverables listed in Section 4.3. The Contractor is required to meet minimum service levels on standard contract orders only, special/custom orders are excluded. Failure to meet the specified deliverables will result in the financial consequences to the State as shown in the chart below.

Deliverable	First Failure	Second Failure	Third Failure	Fourth Failure	Fifth Failure*	Each Additional Failure
Submission of required reports	\$0	\$500	\$500	\$1,000	\$2,000	\$3,000
Delivery Timing Less than 95% on time	\$0	\$500	\$1,000	\$1,000	\$2,000	\$3,000
Order Filled and Delivered Less than 98% filled and delivered	\$0	\$500	\$1,000	\$1,000	\$2,000	\$3,000
Order Accuracy Less than 98% accurate	\$0	\$500	\$1,000	\$1,000	\$2,000	\$3,000

*If the Contractor fails to meet the deliverables five or more times in a 12 month contract period, the State shall have grounds to initiate contract breach and termination proceedings.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in US Dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each 12 month period beginning with the first full month of contract performance and every 12 months thereafter.

4.5 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 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.

4.6 Punch-out Catalog and Electronic Invoicing

Within 60 calendar days after contract execution, the Contractor shall supply a 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 MyFloridaMarketPlace eProcurement System (MFMP) and a supplier's ERP system, which can reflect real-time Product inventory/availability information.

Through utilization of the punch-out catalog model, a Customer will "punch out" to a Contractor's website. Using the search tools on the supplier's Florida punch-out catalog site, the Customer selects the desired Products and services. When complete, the Customer 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 Contractor when the Customer exits the supplier's punch-out catalog site. Instead, the chosen Products and services are "brought back" to MFMP as contract line items. The Customer can then proceed through the normal workflow steps, which may include adding/editing the items to a requisition or a purchase order. An order is not submitted to a supplier until the Customer actually adds the line items to a requisition and the purchase order is approved and sent to the supplier.

The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below. Suppliers can select the method that best meets their capabilities from the following list:

4.6.1 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 ASN for catalog and non-catalog Products and services. The cXML format is the Ariba preferred method for eInvoicing.

4.6.2 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.

4.6.3 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. The Contractor is required to provide additional Ordering Instructions on the Ordering Instructions Form, Attachment K to identify persons responsible for answering questions about the response and administering the Contract and shall provide information necessary for placing orders under the Contract.

4.7 Price Adjustments

The discount proposed for each Product Category shall remain the same throughout the term of the Contract and for all renewals and extensions. The Contractor must maintain prices for Brand Name and Generic Products for the first year of the Contract as proposed in the Products List. All pricing must be verifiable and auditable.

After the first anniversary of the Contract award, the Contractor can request the Department to approve updated Product final sell prices that reflects any updates to the S.P. Richards' list, or Product manufacturers' prices if S. P. Richards is not available, or the Contractor's price for Generic Products. The Contractor can submit updated price lists for approval on a quarterly basis on January 1, April 1, July 1, and October 1 of each calendar year. There will be no retroactive price increases allowed. If S.P. Richards', the Product manufacturers, or the Contractor's prices decrease, the Contractor shall submit to the Department a revised Product List on a monthly basis that reflects the lower prices for Department review and approval. Once approved, the Contractor shall update all systems to provide Customers the lower pricing effective immediately.

4.8 State of Florida Online Catalog

In addition to the Contractor's punch-out catalog in MFMP, the Contractor shall provide a specific online ordering portal (referred to as the online catalog) for Florida Eligible Users. The Contractor will, within 60 calendar days of Contract execution, make available the online catalog that contains only Products that are in the scope of the awarded Contract.

4.9 Contract Products

The Contractor shall only offer Products awarded from this RFP on the Contractor's punch-out and online catalogs for the State of Florida. Products shall be clearly designated as "Contract Items" in the catalogs. Non-Contract Products will not be permitted and cannot be purchased under this contract.

4.10 Third Party Audits

The Contractor shall obtain a third party firm at no additional cost to the State to conduct external price audits on this contract. The Contractor shall contract with a third party firm (to be approved by the Department) to conduct a quarterly random sampling (a minimum of 500 items

per quarter) of contract items to confirm the accuracy of S.P. Richards Price or MSRP, MSRP % discount and final sell price. Specifically, the third party firm will confirm the prices displayed on the Contractor's website are equal to or less than the contract terms. The third party firm shall provide a quarterly report to the Department indicating a Price Accuracy Percentage Rate of 98% or higher. The Price Accuracy Percentage Rate shall be calculated using the following formula: the total sum of the contract price for 500 products sampled divided by the total sum of the purchase price for 500 products. Example: \$5,050 divided by \$4,900 = 103%. At a minimum, the quarterly report will identify items not in compliance with the contract terms, provide the date of the audit, and screenshots of the items on the Contractor's website that were not in compliance with the contract terms. If the Department deems it is in the best interest of the state, the Department reserves the right to increase the frequency of the Third Party Audit.

4.11 Volume Discounts

On each anniversary of the contract effective date, the Department will evaluate the total Contractor reported sales for the previous 12 month period. The Department will then review the Contractor's proposed volume discount table submitted in their Proposal to determine if any additional volume discounts need to be added to their contracted discount percentages for all Product Categories for the next 12 month period. Updated prices reflecting volume discount changes shall be effective 30 days after each anniversary of the contract effective date.

4.12 Purchasing Card Program

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 RFP, the Contractor shall make any necessary changes to accommodate the state's new Purchasing Card platform within 30 days of notification of such change.

4.13 Promotions

The Contractor may conduct promotions involving price reductions. Promotions offered shall only be for contract items.

4.14 Recall(s)

In the event there is a recall of any of the Commodities, any of its components or any parts of Commodity, the Contractor shall provide reasonable assistance to the Department in developing a recall strategy and shall cooperate with the Department and the Customer in monitoring the recall operation and in preparing such reports as may be required. Each Contractor shall, at the request of the Department or any Customer give the Department and each Customer all reasonable assistance in locating and recovering any Products or recalled Products that are not in accordance with the requirements of the Contract. Each Contractor shall immediately notify and provide copies to the Department of any communications, whether relating to recalls or otherwise, with any Customer. The Contractor, at its own cost, shall ensure defective Commodities are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and the Department's reasonable instructions.

4.15 Contract Transition

Upon Contract expiration or termination, the incumbent shall ensure a seamless transfer of contract responsibilities with any subsequent Contractor necessary to transition the Products and services of this Contract. The incumbent Contractor and subsequent Contractor assume any and all expenses related to the contract transition.

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Section 5 Attachments

Attachment A	Technical Proposal and Evaluation Criteria
Attachment B	Vendor Reference Form
Attachment C	Price Proposal
Attachment D	Certification of Drug-Free Workplace Form
Attachment E	Scrutinized Companies Form
Attachment F	PUR7064-Savings/Reductions Form
Attachment G	Preferred Pricing Affidavit
Attachment H	Draft Contract
Attachment I	General Contract Conditions
Attachment J	Contract Quarterly Sales Report
Attachment K	Ordering Instructions Form
Attachment L	Vendor Information Form