

ATTACHMENT G

ADDITIONAL SPECIAL CONTRACT CONDITIONS

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1. **Electronic Invoicing**

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 Network (AN) in one of three mechanisms as listed below. Suppliers can 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 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 Electronic Invoicing.

2. **Reporting**

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.

2.2 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.

2.3 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.

2.4 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 |
| Diversity Report | State Fiscal Year | 10 business days after close of the period |
| Preferred Pricing Affidavit | Annual | Upon Contract execution and Contract anniversary date |
| Ad hoc Report | As requested | Specific and reasonable timeframe |

3. Purchasing Card Program

The State of Florida has implemented a purchasing card program, using the Visa platform. Respondents may receive payment from state agencies by 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 ITN, 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. Subcontracts

The Contractor is fully responsible for satisfactory completion of all work on this contract. The Contractor shall ensure, and provide assurances to the Department upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Contractor must provide the Customer with the names of any subcontractor considered for work on a purchase order issued under this Contract. The Customer shall retain the right to reject any of Contractor's or subcontractor's staff whose qualifications or performance, in the Customer's judgment, are insufficient. The Contractor agrees to be responsible for all work performed and all expenses incurred by the subcontractor while performing work under this contract. Any subcontract arrangements must be evidenced by a written document available to the Department upon request.

The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Customer in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. The Contractor agrees that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Contractor, at its expense, will defend the Customer and the Department against such claims. The following provisions apply, in addition to any terms and conditions included in the Customer's purchase order.

The Department supports diversity in its procurements and contracts, and requests that Contractors offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the OSD at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.

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:

- 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.

6. Deliverables/Financial Consequences

The Contractor is required to meet the deliverables listed below. Failure to meet the specified deliverable(s) will result in the financial consequences to the State as shown in the chart below.

| Deliverable | Financial Consequence |
|--------------------------------|-----------------------|
| Submission of required reports | |

If the Contractor fails to meet the deliverables during the 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 the term of the Contract.

7. 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.

8. Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall have a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reduction and / or handling of any hazardous waste generated by the Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be provided as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

In its plan, the Contractor shall describe what efforts the Contractor's company will take to encourage the participation and support of these and other environmental programs and reduce

the impact of purchasing Medical and Dental Supplies in the State of Florida. If applicable, the Contractor shall include its plans for utilizing reusable totes for delivery, reduced packaging programs, use of alternative fuel or higher fuel efficient delivery vehicles, program to reduce vehicle miles through order consolidations / incentives, user education programs for more environmental friendly products and product take-back programs.

9. Contract Transition

Upon Contract expiration or termination, the Contractor 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. The Contractor shall develop a detailed written transition plan. The transition plan must be prior approved by the Department.