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# Participating Addenda

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# Office of General Services Procurement Services

Coming Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-6717

## Contract Award Notification

<b>Title</b>	:	<b>Group 20915 – Furniture, All Types (Except Hospital Room and Patient Handling) (Statewide) Classification Code(s): 56</b>
<b>Award Number</b>	:	<b><u>23295</u> (Replaces 23109)</b>
<b>Contract Period</b>	:	<b>December 5, 2023 – December 1, 2028</b>
<b>Bid Opening Date</b>	:	<b>June 28, 2023</b>
<b>Date of Issue</b>	:	<b>December 5, 2023 (December 10, 2024)</b>
<b>Specification Reference</b>	:	<b>As Incorporated In The Solicitation</b>
<b>Contractor Information</b>	:	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Bradford Deforge Title : Contract Management Specialist I Phone : 518-473-3876 E-mail : <a href="mailto:ogs.sm.ps.furniture@ogs.ny.gov">ogs.sm.ps.furniture@ogs.ny.gov</a>  Name : Alyssa Nolte Title : Contract Management Specialist I Phone : 518-473-1863 E-mail : <a href="mailto:ogs.sm.ps.furniture@ogs.ny.gov">ogs.sm.ps.furniture@ogs.ny.gov</a>	<p style="text-align: center;"><b>Procurement Services Customer Services</b></p> Phone : 518-474-6717 E-mail : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a>

**Procurement Services values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

Furniture All Types Statewide: Conference Furniture (seating and tables), Dormitory Furniture, General Purpose Tables, High Density Filing, Household Furniture, Library Furniture, Office and Courtroom Furniture, School/Higher Education Furniture (found in classrooms for elementary schools through college), Specialty Seating (includes big and tall seating, bariatric, gang seating and laboratory stools), Systems Furniture. This Award excludes furniture specific to Hospital Room & Direct Patient Care. Inside Delivery is offered by all contractors. Installation is an optional service offered by some contractors

This Award has 15% MBE, 15% WBE and 6% SDVOB goal requirements.

PR # 23295

(continued)

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<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PC70151	<b>9 to 5 Seating, LLC*</b> 3211 Jack Northrop Avenue Hawthorne, CA 90250	812-766-3736	Federal ID 84-3720624 Vendor ID 1100263571
PC70152 SBE	<b>A2S, Inc.</b> 62 Enter Lane Islandia, NY 11749	210-540-5325	Federal ID 30-1012200 Vendor ID 1100211002
PC70153 WBE SBE	<b>A.F.C. Industries, Inc.</b> 13-16 133rd Place College Point, NY 11356	718-747-0237 Ext 1232	Federal ID 11-3225387 Vendor ID 1100003175
PC70154	<b>Affordable Interior Systems, Inc.</b> 25 Tucker Drive Leominster, MA 01453	978-562-7500	Federal ID 04-3489948 Vendor ID 100059011
PC70155	<b>Agati, Inc.</b> 451 N. Claremont Avenue Chicago, IL 60612	312-632-6201	Federal ID 36-3529331 Vendor ID 1000009198
PC70156	<b>Allied Plastics, Inc.</b> 2001 Walnut Street Jacksonville, FL 32206	814-342-7000	Federal ID 59-1270942 Vendor ID 1100294466
PC70157	<b>Allseating Corporation</b> 5800 Avebury Rd, Unit 3 Mississauga, ON L5R 3M3	616-368-2166	Federal ID 98-0110664 Vendor ID 1000009836
PC70158	<b>Allsteel LLC*</b> 600 East 2nd Street Muscatine, IA 52761-5257	416-316-7209	Federal ID 36-0717079 Vendor ID 1000009164
PC70159	<b>Alumni Classroom Furniture Inc.</b> 210 Regina Street North Waterloo, ON N2J 3B6	833-939-9300 Ext 509	Federal ID 98-0619213 Vendor ID 1100097011
PC70160	<b>Amcase, Inc.</b> 2214 Shore Street High Point, NC 27263	336-784-5992	Federal ID 56-1443271 Vendor ID 1000009507
PC70161 MBE	<b>AmTab Manufacturing Corporation</b> 600 Eagle Drive Bensenville, IL 60106	630-301-7600	Federal ID 20-5211622 Vendor ID 1100081030
PC70162	<b>Appalachian University Systems, Inc. D/B/A Smarter Furnishings</b> 150 Commercial Ct. Alabaster, AL 35007	205-621-2502	Federal ID 63-1238956 Vendor ID 1100294055

(continued)

PC70163	<b>Arcadia Chair Company</b> 5692 Fresca Drive La Palma, CA 90623	714-562-8200 Ext 276	Federal ID 95-2981958 Vendor ID 1000042327
PC70164	<b>Arconas Corporation</b> 5700 Keaton Crescent Mississauga, ON L5R 3H5	905-272-0727 Ext 305	Federal ID 98-1365220 Vendor ID 1100301246
PC70165	<b>Artcobell Corporation</b> 1302 Industrial Boulevard Temple, TX 76504	254-899-3610	Federal ID 74-2236641 Vendor ID 1000057867
PC70166	<b>Artopex, Inc.</b> 800 Vadnais Street Granby, QC J2J 1A7	800-378-0189 Ext 3097	Federal ID 98-0149704 Vendor ID 1000045263
PC70167	<b>ASSA Group D/B/A Enwork</b> 12900 Christopher Drive Lowell, MI 49331	616-600-3083	Federal ID 20-4467006 Vendor ID 1100081192
PC70168	<b>Aurora Storage Products, Inc.</b> 600 S. Lake Street Aurora, IL 60506	630-966-7504	Federal ID 27-3848171 Vendor ID 1100049311
PC70169	<b>Bayview Industries, Inc. D/B/A SurfaceWorks</b> 7821 S 10th St Oak Creek, WI 53154	414-570-2677	Federal ID 39-0874653 Vendor ID 1100210979
PC70170	<b>BioFit Engineered Products, LP</b> 15500 BioFit Way Bowling Green, OH 43402	814-342-7000	Federal ID 52-1819340 Vendor ID 1000040912
PC70171	<b>Blockhouse Company, Inc.</b> 3285 Farmtrail Rd York, PA 17406	717-764-5555	Federal ID 23-2105251 Vendor ID 1000008906
PC70172	<b>BRC Business Enterprises Limited</b> 24 Armstrong Ave Georgetown, ON L7G 4R9	416-316-7209	Federal ID 98-0572686 Vendor ID 1100295963
PC70174	<b>Bush Industries, Inc. D/B/A eSolutions Furniture</b> One Mason Drive Jamestown, NY 14702	716-665-2510 Ext 5772	Federal ID 16-0837346 Vendor ID 1100044518
PC70175	<b>Case Systems, Inc.</b> 2700 James Savage Rd Midland, MI 48642	989-496-9510	Federal ID 38-3139894 Vendor ID 1000009254
PC70176	<b>CBT Supply Inc D/B/A Smartdesk</b> 83 Jacobs Rd Rockaway, NJ 07866	800-770-7042 Ext 812	Federal ID 52-2285066 Vendor ID 1000032062

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PC70177	<b>Columbia Manufacturing, Inc.</b> One Cycle Street Westfield, MA 01085	413-562-3664	Federal ID 84-3228219 Vendor ID 1100271728
PC70179	<b>Community Products, LLC D/B/A Community Playthings</b> PO Box 2 Ulster Park, NY 12487	800-777-4244	Federal ID 14-1803009 Vendor ID 1000014386
PC70180	<b>Computer Comforts, Inc.</b> 367 Columbia Memorial Parkway Kemah, TX 77565	281-535-2288	Federal ID 76-0463011 Vendor ID 1000009682
PC70181	<b>Corilam Fabricating Company, Inc.</b> PO Box 361 Kernersville, NC 27285	336-993-3511 Ext 26	Federal ID 56-1106892 Vendor ID 1100046330
PC70182	<b>Custom Educational Furnishings, LLC D/B/A CEF</b> 2696 NC Hwy 16S Taylorsville, NC 28681	828-664-007	Federal ID 46-5087197 Vendor ID 1100294228
PC70183	<b>Daco Limited Partnership D/B/A Dauphin</b> 100 Fulton Street Boonton, NJ 07005	973-833-1337	Federal ID 22-3258979 Vendor ID 1000008929
PC70184	<b>DARRAN Furniture Industries, Inc.</b> 2402 Shore Street High Point, NC 27263	336-861-2412	Federal ID 56-1171971 Vendor ID 1000009503
PC70185	<b>Datum Filing Systems, Inc. D/B/A Datum Storage Solutions</b> 89 Church Road Emigsville, PA 17318	717-764-6350	Federal ID 11-2156739 Vendor ID 1000005608
PC70186	<b>DCI, Inc.</b> 265 South Main Street Lisbon, NH 03585	603-838-6544 Ext 603	Federal ID 02-0353614 Vendor ID 1000010914
PC70187	<b>Demco, Inc.*</b> 4810 Forest Run Rd Madison, WI 53704	866-558-9068	Federal ID 39-1311089 Vendor ID 1000031618
PC70188	<b>Ditto Sales, Inc. D/B/A Versteel</b> 2332 Cathy Lane Jasper, IN 47546	812-481-7956	Federal ID 35-1176142 Vendor ID 1000009152
PC70189	<b>Diversified Woodcrafts, Inc.</b> 300 S Krueger Suring, WI 54174	716-488-2810 Ext 219	Federal ID 39-1909150 Vendor ID 1000041367
PC70190	<b>DSI Industries Inc. D/B/A OFGO Studio</b> 452 Millway Ave Concord, ON L4K 3V7	905-669-1357 Ext 329	Federal ID 12-7487262 Vendor ID 1100213971

(continued)

PC70191	<b>Ecologic Industries, LLC D/B/A Ecologic Furniture*</b> 2341 Ernie Krueger Circle Waukegan, IL 60087	847-234-5855	Federal ID 26-2200106 Vendor ID 1100043025
PC70192	<b>Egan Visual International D/B/A Egan Visual</b> 300 Hanlan Rd Vaughan, ON L4L 3P6	800-263-2387	Federal ID 98-0066279 Vendor ID 1100033750
PC70193 SBE	<b>Eminence Group, Inc. D/B/A Colecraft Commercial Furnishings</b> 1021 Allen Street Jamestown, NY 14701	716-488-2810 Ext 219	Federal ID 75-3065762 Vendor ID 1000009677
PC70194	<b>Environamics, Inc.</b> 13935 South Point Blvd Charlotte, NC 28273	704-376-3613	Federal ID 56-1278052 Vendor ID 1100025258
PC70195	<b>Ergonom Corporation D/B/A ERG International</b> 361 N Bernoulli Circle Oxnard, CA 93030	800-446-1186	Federal ID 95-3669370 Vendor ID 1000009824
PC70196	<b>Fairway Holdings inc. D/B/A Berco Designs</b> 111 Winnebago St St. Louis, MO 63118	888-772-4788	Federal ID 20-2516208 Vendor ID 1100092472
PC70197 SBE	<b>FE Hale Manufacturing Company</b> 11206 Cosby Manor Rd Utica, NY 13502	315-894-5490	Federal ID 15-0330340 Vendor ID 1000007320
PC70198	<b>Fellowes Inc.</b> 1789 Norwood Ave. Itasca, IL 60143	812-639-8141	Federal ID 36-0770670 Vendor ID 1000031405
PC70199	<b>Fleetwood Group, Inc. D/B/A Fleetwood Furniture</b> 11832 James Street Holland, MI 49424	616-396-1142	Federal ID 38-1880634 Vendor ID 1100011628
PC70200	<b>Fomcore, LLC</b> 1770 East Keating Avenue Muskegon, MI 49442	231-366-4791	Federal ID 36-4848278 Vendor ID 1100280510
PC70202 SBE	<b>Furniture Pro Corp.</b> 355 Spook Rock Rd, Suite I-503 Suffern, NY 10901	845-362-2061	Federal ID 22-4425487 Vendor ID 1100044884
PC70203	<b>Global Industries, Inc. D/B/A Global Furniture Group</b> 15 West Stow Road Marlton, NJ 08053	856-552-3784	Federal ID 52-0953534 Vendor ID 1000009419

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PC70204	<b>Groupe Lacasse LLC</b> 222 Merchandise Mart Plaza, Suite 1000 Chicago, IL 60654-1103	888-522-2773	Federal ID 38-3504222 Vendor ID 1000009256
PC70205	<b>Hancock &amp; Moore, LLC D/B/A Cabot Wrenn*</b> 401 11 <sup>th</sup> Street N.W. Hickory, NC 28601	828-326-8236	Federal ID 46-2232330 Vendor ID 1100157766
PC70206	<b>Haskell Office LLC D/B/A Haskell Education</b> 273 Montgomery Avenue Bala Cynwyd, PA 19004	616-278-1010	Federal ID 45-0468701 Vendor ID 1100042574
PC70207	<b>Haworth, Inc.</b> One Haworth Center Holland, MI 49423	616-393-3000	Federal ID 38-6053093 Vendor ID 1000009261
PC70208	<b>Hertz Furniture Systems, LLC</b> 170 Williams Drive, Suite 201 Ramsey, NJ 07446	201-661-6347	Federal ID 22-3795977 Vendor ID 1000008875
PC70209	<b>Hi5 Furniture, Inc.</b> 4304 NW Mattox Rd Riverside, MO 64150	816-774-4050	Federal ID 80-0253153 Vendor ID 1100208356
PC70210	<b>Highpoint Furniture Industries, Inc.</b> 1104 Bedford Street High Point, NC 27263	800-447-3462 Ext 2223	Federal ID 56-0671724 Vendor ID 1000009499
PC70211	<b>HLF Furniture Inc.</b> 44001 Van Born Rd. Belleville, MI 48111	734-697-3000	Federal ID 38-2275260 Vendor ID 1100044770
PC70212	<b>Human Active Technology</b> 100 Kuebler Rd Easton, PA 18040	603-331-4051	Federal ID 80-0947636 Vendor ID 1100207865
PC70213	<b>Humanscale Corporation</b> 220 Circle Drive North Piscataway, NJ 08854	732-537-2944	Federal ID 11-2793425 Vendor ID 1000005781
PC70214	<b>Indiana Furniture Industries, Inc.</b> 1224 Mill Street, PO Box 270 Jasper, IN 47547-0270	812-482-5727 Ext 107	Federal ID 35-0408870 Vendor ID 1100064886
PC70215	<b>Integra Inc. D/B/A Integra Seating</b> 807 Wisconsin St Walworth, WI 53184	262-314-6905	Federal ID 39-1680798 Vendor ID 1000042465
PC70216	<b>Interior Concepts Corp.</b> 18525 Trimble Court Spring Lake, MI 49456	614-266-4030	Federal ID 38-3071703 Vendor ID 1100296387

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PC70217 SBE	<b>Interior Resources USA</b> 3920 Veterans Highway Bohemia, NY 11716	800-397-7776	Federal ID 82-3112367 Vendor ID 1100196993
PC70218	<b>IOF Business Furniture Manufacturing, Inc.</b> 1710 Bonhill Rd Mississauga, ON L5T 1C8	905-672-0942	Federal ID 93-2608338 Vendor ID 1100297182
PC70219	<b>Jasper Seating Company, Inc. D/B/A JSI/Jasper Group</b> 225 Clay St Jasper, IN 47546	800-457-4511 Ext 15417	Federal ID 35-0420370 Vendor ID 1000009147
PC70220	<b>JMJS, Inc. D/B/A COE Distributing</b> 1020 Franklin Drive Suite 5 Smock, PA 15480	814-342-7000	Federal ID 27-1572756 Vendor ID 1100151585
PC70221	<b>John Savoy &amp; Son Inc DBA Savoy Contract Furniture</b> 300 Howard Street, PO Box 248 Montoursville, PA 17754	570-368-2424	Federal ID 24-0817525 Vendor ID 1000008973
PC70222	<b>Jonti-Craft, Inc.</b> 171 Hwy 68 Wabasso, MN 56293	507-342-6070	Federal ID 41-1363704 Vendor ID 1000019658
PC70223	<b>Kaplan Early Learning Company</b> 1310 Lewisville-Clemmons Rd. Lewisville, NC 27023	800-334-2014	Federal ID 56-0935286 Vendor ID 1000009500
PC70224	<b>Keilhauer LTD</b> 1450 Birchmount Road Toronto, ON M1P 2E3	877-701-4107	Federal ID 98-1064108 Vendor ID 1100117545
PC70225	<b>KFI Furniture, LLC</b> 1533 Bank St Louisville, KY 40203	502-585-4464	Federal ID 81-2819355 Vendor ID 1100183926
PC70226	<b>Kimball Int'l Brands Inc.</b> 1600 Royal Street Jasper, IN 47546	812-634-3013	Federal ID 35-1688210 Vendor ID 1000009156
PC70227	<b>KNU D/B/A La-Z-Boy Contract Furniture</b> 824 W. 23 <sup>rd</sup> St Ferdinand, IN 47532	812-367-3007	Federal ID 20-2599789 Vendor ID 1100106929
PC70228	<b>Krueger International, Inc. D/B/A KI</b> 1330 Bellevue St Green Bay, WI 54302	800-454-9796 Ext 2394	Federal ID 39-1375589 Vendor ID 1000009272

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PC70229	<b>Krug, Inc.</b> 421 Manitou Drive Kitchener, ON N2C 1L5	888-578-5784 Ext 243	Federal ID 98-0205609 Vendor ID 1000009838
PC70230	<b>Lakeshore Learning Materials, LLC</b> 2695 E. Dominguez Street Carson, CA 90895	800-421-5354	Federal ID 94-1525814 Vendor ID 1000009785
PC70231	<b>Leeder Furniture, LLC</b> PO Box 2274 Manitowoc, WI 54221-2274	847-201-2000	Federal ID 87-2425774 Vendor ID 1100267003
PC70232	<b>Leland International, Inc.</b> 5695 Eagle Dr SE Grand Rapids, MI 49512	616-975-9260 Ext 101	Federal ID 38-3136374 Vendor ID 1100034477
PC70233	<b>Lesro Industries, Inc.</b> 1 Griffin Road South Bloomfield, CT 06002	860-243-3226	Federal ID 06-0898258 Vendor ID 1100101268
PC70234	<b>LIAT, LLC</b> 694 N Main Street Troutman, NC 28166	704-508-7040	Federal ID 27-0375847 Vendor ID 1000044678
PC70235	<b>Mediatechnologies, LLC D/B/A Mediatechnologies</b> 892 Industrial Park Drive Shelby, MI 49455	231-861-2194	Federal ID 87-3322331 Vendor ID 1100270665
PC70236	<b>Merge Office Interiors, Inc.</b> 1732 Universal City Blvd, Suite 101 Universal City, TX 78148	210-988-1336	Federal ID 41-2113919 Vendor ID 1100229025
PC70237	<b>Metalworks, Inc. D/B/A Great Openings</b> 902 East 4 <sup>th</sup> Street Ludington, MI 49431	231-845-3165	Federal ID 38-1898020 Vendor ID 1100152810
PC70238	<b>Foliot Furniture Pacific, Inc.</b> 7000 Placid Street Las Vegas, NV 89119	800-545-5575 Ext 333	Federal ID 42-1769776 Vendor ID 1100228940
PC70239	<b>MiEN Company, Inc.</b> 2547 3 Mile Rd Ste F Grand Rapids, MI 49534	814-342-7000	Federal ID 45-1451810 Vendor ID 1100209170
PC70240	<b>Mitylite, Inc.</b> 1301 West 400 North Orem, UT 84057	800-362-5169	Federal ID 87-0652595 Vendor ID 1000009754
PC70241	<b>MillerKnoll, Inc.</b> 855 East Main Avenue Zeeland, MI 49464	617-347-6701	Federal ID 38-0837640 Vendor ID 1000009239

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PC70242	<b>Mobilier du Bureau D/B/A Logiflex</b> 1235 ch St-Roch Nord Sherbrooke, QC J1N 0H2	877-864-9323 Ext 246	Federal ID 98-0196946 Vendor ID 1000005165
PC70243	<b>Moduform Inc.</b> 172 Industrial Rd. Fitchburg, MA 01420	978-345-7942	Federal ID 04-2592969 Vendor ID 1000005256
PC70244	<b>MooreCo, Inc.</b> 2885 Lorraine Avenue Temple, TX 76501	800-749-2258	Federal ID 26-1162929 Vendor ID 1100188138
PC70245	<b>Neutral Posture, Inc.</b> 3904 N. Texas Ave. Bryan, TX 77803	979-778-0502 Ext 1011	Federal ID 74-2983577 Vendor ID 1000009655
PC70246	<b>New England Woodcraft, Inc.</b> 481 North Street, PO Box 165 Forest Dale, VT 05745	802-247-8211	Federal ID 03-0265306 Vendor ID 1100010708
PC70247	<b>Nickerson NY, LLC</b> 11 Moffitt Boulevard Bay Shore, NY 11706	631-666-0200 Ext 230	Federal ID 06-0905538 Vendor ID 1000005344
PC70248	<b>Nightingale Corp.</b> 2301 Dixie Rd Mississauga, ON L4Y 1Z9	800-363-8954 Ext 303	Federal ID 98-0383583 Vendor ID 1000009839
PC70249	<b>Norix Group, Inc.</b> One Innovation Drive West Chicago, IL 60185	630-231-1331	Federal ID 36-3257149 Vendor ID 1000009196
PC70250	<b>NOVA Solutions, Inc.</b> 421 Industrial Ave Effingham, IL 62401	217-342-7070 Ext 242	Federal ID 37-1343933 Vendor ID 1000009228
PC70251	<b>NPS Public Furniture Corp</b> 149 Entin Road Clifton, NJ 07014	973-594-1100 Ext 154	Federal ID 45-1219535 Vendor ID 1100019951
PC70252	<b>Office Master Inc</b> 1110 South Mildred Avenue Ontario, CA 91761	909-392-5678	Federal ID 33-0151691 Vendor ID 1100037288
PC70253	<b>OFS Brands, Inc.</b> 1204 East Sixth Street Huntingburg, IN 47542	336-870-4050	Federal ID 30-0056548 Vendor ID 1000009065
PC70254	<b>Palmer Hamilton LLC</b> 143 S. Jackson Street Elkhorn, WI 53121	800-788-1028 Ext 919	Federal ID 20-1201862 Vendor ID 1100046040
PC70255	<b>Palmieri Furniture LTD</b> 1230 Reid Street Richmond Hill, ON L4B 1C4	800-413-4440 Ext 23	Federal ID 98-1171895 Vendor ID 1100014358

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PC70256	<b>Paragon Furniture, Inc.</b> 2224 E Randol Mill Rd Arlington, TX 76011	814-342-7000	Federal ID 75-1986305 Vendor ID 1100270372
PC70257	<b>Pineapple Contracts, Inc.</b> 7105 19 Mile Rd Sterling, MI 48314	800-496-9324	Federal ID 82-2846564 Vendor ID 1100210769
PC70258	<b>PS Furniture, Inc.</b> 1339 West Mequon Rd, Suite 215 Mequon, WI 53092	262-302-4687	Federal ID 25-1590625 Vendor ID 1000042271
PC70259	<b>Rapp Productions Inc. D/B/A FurnitureLab</b> 103 W Weaver St Carrboro, NC 27510	919-913-0270	Federal ID 56-1806405 Vendor ID 1100043404
PC70260 SBE	<b>Raynor Marketing Limited</b> 525 Hempstead Turnpike West Hempstead, NY 11552	516-267-7214	Federal ID 11-2510441 Vendor ID 1100043335
PC70261	<b>R.T. London Company</b> 1642 Broadway Ave NW Grand Rapids, MI 49504	616-551-4624	Federal ID 38-3870949 Vendor ID 1100040958
PC70262	<b>Sandler Seating, Inc.</b> 1201 Peachtree NE, Ste 1625 Atlanta, GA 30361	404-982-9000	Federal ID 58-2407352 Vendor ID 1100210016
PC70263	<b>Sauder Manufacturing Co. D/B/A Wieland, Sauder Education, Butler Human Services</b> 930 West Barre Rd Archbold, OH 43502	888-943-5263 Ext 1228	Federal ID 34-4407705 Vendor ID 1000009140
PC70264	<b>Scholar Craft Products, Inc.</b> PO Box 170748 1 Scholar Craft Parkway Birmingham, AL 35217	205-243-9532	Federal ID 63-0835284 Vendor ID 1000009610
PC70265	<b>School Outfitters, LLC</b> 3736 Regent Ave Cincinnati, OH 45212	800-260-2776	Federal ID 61-1341943 Vendor ID 1000018398
PC70266	<b>School Specialty, LLC</b> PO Box 1579 Appleton, WI 54912	888-388-3224	Federal ID 85-2162684 Vendor ID 1100257675
PC70267 WBE SBE	<b>Seating, Inc.</b> 60 N. State Street Nunda, NY 14517	814-342-7000	Federal ID 16-1344044 Vendor ID 1000008061
PC70268	<b>Sedia Systems Inc</b> 1820 W Hubbard St, Suite 225 Chicago, IL 60622	312-212-8010	Federal ID 20-2278815 Vendor ID 1000052711

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PC70269	<b>Senator International, Inc. D/B/A Allermuir</b> 4111 N. Jerome Road Maumee, OH 43537	419-887-5806	Federal ID 20-8744510 Vendor ID 1100016625
PC70270	<b>Series USA LLC</b> 2090 NE 30th Ave Suite 901 Miami, FL 33180	305-932-4626	Federal ID 26-2727588 Vendor ID 1100297165
PC70271	<b>SICO America, Inc.</b> 7525 Cahill Road Minneapolis, MN 55439	952-941-1700	Federal ID 41-1763365 Vendor ID 1100004186
PC70272	<b>Exemplis, LLC*</b> 6415 Katella Avenue Cypress, CA 90630	714-995-4800	Federal ID 33-0697684 Vendor ID 1000009099
PC70273	<b>Smith System Manufacturing Company, Inc.</b> 1150 Luna Rd Carrollton, TX 75006	972-398-4067	Federal ID 41-1424908 Vendor ID 1100027322
PC70274	<b>Source International Corp.</b> 400 Norris Glen Rd Toronto, ON M9C 1H5	416-253-2526	Federal ID 04-2752053 Vendor ID 1000005264
PC70275	<b>Spacefile International Corp</b> 18 Huddersfield Road Toronto, ON M9W 5Z6	416-523-1780	Federal ID 98-1309404 Vendor ID 1100297658
PC70276	<b>Spacesaver Storage Systems, Inc.</b> 1450 Janesville Avenue Fort Atkinson, WI 53538	920-563-0592	Federal ID 39-1383557 Vendor ID 1100004184
PC70277	<b>Spec Furniture, Inc.</b> 165 City View Drive Toronto, ON M9W 5B1	416-246-5543	Federal ID 98-0171352 Vendor ID 1000049183
PC70278	<b>Special-T, LLC</b> 11820 Wills Road, Suite 140 Alpharetta, GA 30009	678-879-0777 Ext 2237	Federal ID 81-2612288 Vendor ID 1100208175
PC70279	<b>Spectrum Industries, Inc.</b> 1500 W River Street, PO Box 400 Chippewa Falls, WI 54729	407-242-6256	Federal ID 39-1094074 Vendor ID 1000009267
PC70280	<b>Stance Healthcare, Inc.</b> 45 Goodrich Drive Kitchener, ON N2C 0B8	519-896-2400 Ext 222	Federal ID 98-1053988 Vendor ID 1100218541
PC70281	<b>Steelcase, Inc.</b> 901 44 <sup>th</sup> Street SE Grand Rapids, MI 49508	917-709-0732	Federal ID 38-0819050 Vendor ID 1000009238

(continued)

PC70282	<b>Stylex, Inc.</b> PO Box 5038 Delanco, NJ 08075	800-257-5742	Federal ID 21-0632589 Vendor ID 1000008694
PC70283	<b>Swiftspace, Inc.</b> 825 Trillium Dr Kitchener, ON N2R 1J9	519-573-5673	Federal ID 98-1118042 Vendor ID 1100174093
PC70284	<b>Tayco Office Furnishings, Inc.</b> 400 Norris Glen Rd Toronto, ON M9C 1H5	416-253-2526	Federal ID 98-1700651 Vendor ID 1100295624
PC70285	<b>Teknion, LLC</b> 302 Fellowship Road, Suite 110 Mt. Laurel, NJ 08054	856-552-5503	Federal ID 22-3785040 Vendor ID 1000008872
PC70286	<b>The HON Company, LLC</b> 600 East 2 <sup>nd</sup> Street Muscatine, IA 52761	563-299-2949	Federal ID 42-1491474 Vendor ID 1100302820
PC70287	<b>Three-H Furniture Systems Limited</b> 156462 Clover Valley Rd New Liskeard, ON P0J 1P0	705-941-0936	Federal ID 98-0427445 Vendor ID 1100209127
PC70288	<b>TMC Furniture, Inc.</b> 119 E. Ann Street Ann Arbor, MI 48104	734-622-0080	Federal ID 38-3430617 Vendor ID 1100067261
PC70289	<b>Toledo Furniture, Inc.</b> PO Box 18360 Stroudsburg, PA 18360	570-269-7135	Federal ID 22-3833777 Vendor ID 1100101398
PC70290	<b>Transformations by Wieland Inc</b> 310 Racquet Drive Fort Wayne, IN 46825	260-267-9578	Federal ID 35-2014386 Vendor ID 1000053000
PC70291 MBE	<b>Trinity Furniture, Inc.</b> 6089 Kennedy Road Trinity, NC 27370	336-472-6660	Federal ID 56-1414163 Vendor ID 1100045809
PC70292 SBE	<b>Tristate Apartment Furnishers, LLC</b> 431 Timpson Place Bronx, NY 10455	718-665-3700	Federal ID 13-4018400 Vendor ID 1100109431
PC70293	<b>Via, Inc.</b> 205 Vista Blvd Sparks, NV 89434	812-686-8427	Federal ID 88-0226421 Vendor ID 1000009755
PC70294	<b>VS America, Inc.</b> 1940 Abbott Street Charlotte, NC 28203	803-371-2860	Federal ID 51-0469322 Vendor ID 1100042617
PC70295	<b>WB Manufacturing, LLC</b> 507 E Grant St Thorp, WI 54771	800-242-2303	Federal ID 81-4729294 Vendor ID 1100213951

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PC70296	<b>WB Mason Company Inc.</b> 29 Mill St. Albany, NY 12204	888-926-2766 Ext 8174	Federal ID 04-2455641 Vendor ID 1000011030
PC70297	<b>Wenger Corporation</b> 555 Park Drive Owatonna, MN 55060-0448	800-493-6437 Ext 8550	Federal ID 41-0759858 Vendor ID 1100003595
PC70298	<b>Workrite Ergonomics Canada, Inc.</b> 950 Warden Avenue Toronto, ON M1L 4E3	571-565-5077	Federal ID 98-1318097 Vendor ID 1100176285

\*9 to 5 Seating, LLC is a disregarded entity of Flokk, LLC (Parent/Owner). Flokk, LLC's Employer Identification Number is 84-3698834. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. 9 to 5 Seating, LLC is the entity who holds Contract PC70151, is fully responsible for the performance of duties under Contract PC70151. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

\*Allsteel, LLC is a disregarded entity of HNI Workplace Furnishings, LLC (Parent/Owner). HNI Workplace Furnishings, LLC's Employer Identification Number is 36-0717079. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Allsteel, LLC is the entity who holds Contract PC70158, is fully responsible for the performance of duties under Contract PC70158. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

\*Demco, Inc. is a disregarded entity of Wall Family Enterprise, Inc. (Parent/Owner). Wall Family Enterprise, Inc.'s Employer Identification Number is 20-8230779. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Demco, Inc. is the entity who holds Contract PC70187, is fully responsible for the performance of duties under Contract PC70187. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

\*Ecologic Industries, LLC D/B/A Ecologic Furniture is a disregarded entity of Ecologic Industries DE, LLC. (Parent/Owner). Ecologic Industries DE, LLC's Employer Identification Number is 27-3650418. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Ecologic Industries, LLC D/B/A Ecologic Furniture is the entity who holds Contract PC70191, is fully responsible for the performance of duties under Contract PC70191. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

\*Hancock & Moore, LLC D/B/A Cabot Wrenn is a disregarded entity of RHF Investments, Inc. (Parent/Owner). RHF Investments, Inc.'s Employer Identification Number is 46-2232330. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Hancock & Moore, LLC D/B/A Cabot Wrenn is the entity who holds Contract PC70205, is fully responsible for the performance of duties under Contract PC70205. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

\*Exemplis, LLC is a disregarded entity of Seating Intermediate Holdings, LLC (Parent/Owner). Seating Intermediate Holdings, LLC's Employer Identification Number is 47-3083740. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. Exemplis, LLC is the entity who holds Contract PC70272, is fully responsible for the performance of duties under Contract PC70272. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

(continued)

\*The HON Company, LLC is a disregarded entity of HNI Workplace Furnishings, LLC (Parent/Owner). HNI Workplace Furnishings, LLC's Employer Identification Number is 92-0336532. The Parent/Owner's Employer Identification Number is used for payment and tax reporting purposes under the Contract. The HON Company, LLC is the entity who holds Contract PC70286, is fully responsible for the performance of duties under Contract PC70286. As stated above, it is the Parent/Owner's Employer Identification Number that is used for payment and tax reporting purposes under the Contract.

Cash Discount, If Shown, Should be Given Special Attention.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

**PRICE:**

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State. Price Lists containing Not-To-Exceed prices can be found on the OGS Website at:  
<https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523295ContractorInfo.pdf>

(continued)

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT. (See "Contract Payments" and "Electronic Payments" in this document.)**

(continued)

**State of New York  
Office of General Services  
Procurement Services  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one Contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

**Contract No.:** PC \_\_\_\_\_ **Contractor.** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

**CONTRACTOR**

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_

Address: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ E-mail: \_\_\_\_\_

**Please detach or photocopy this form & returned to:**

OGS Procurement Services  
Customer Services, 38th Floor  
Corning 2<sup>nd</sup> Tower - Empire State Plaza  
Albany, New York 12242  
customer.service@ogs.ny.gov

\* \* \* \* \*

(continued)



**Alternate Contract Source (ACS)  
No. 56120000-24-NY-ACS  
For  
Furniture, All Types**

This Alternate Contract Source No. 56120000-24-NY-ACS Furniture, All Types (Contract), is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and The HON Company LLC (Contractor), located at 600 E. 2<sup>nd</sup> Street, Muscatine, IA 52761 collectively referred to herein as the "Parties."

**WHEREAS**, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined by the Secretary of Management Services in writing to be cost-effective and the best value to the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

**WHEREAS**, the State of New York, Office of General Services, competitively procured Group 20915 Furniture, All Types (except Hospital Room and Patient Handling), and awarded Contract No. PC70286, Furniture, All Types (Master Contract), with the Contractor;

**WHEREAS**, the Secretary evaluated the Master Contract and determined that use of the Master Contract is cost-effective and the best value to the state.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Term and Effective Date.**

The Master Contract became effective December 5, 2023, and its term currently ends on December 1, 2028. The Master Contract has up to five years of renewals available. The Contract will become effective on March 5, 2024 or on the date signed by all Parties, whichever is later. The Contract will expire on December 1, 2028 unless terminated earlier or renewed in accordance with Exhibit A, Additional Special Contract Conditions.

**2. Order of Precedence.**

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibits A, B, and C and this Contract document constitute the Enterprise Alternate Contract Source to the Master Contract and modify or supplement the terms and conditions of the Master Contract. All exhibits listed below are incorporated by

**Alternate Contract Source (ACS)  
No. 56120000-24-NY-ACS  
For  
Furniture, All Types**

reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This Contract document
- b) Exhibit A: Additional Special Contract Conditions (Florida)
- c) Exhibit B: Special Contract Conditions (Florida)
- d) Exhibit C: [Price Sheet](#)
- e) Exhibit D: Preferred Pricing Affidavit
- f) Exhibit E: [Master Contract](#) (including any amendments made prior to the effective date of this Contract and any subsequent amendments added to this Contract in accordance with the Modifications Section listed below)

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Contract, such citation or reference shall be replaced by the comparable Florida law or regulation.

**3. Purchases off this Contract.**

Upon execution of this Contract, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

**4. Primary Contacts.**

**Department's Contract Manager:**

Christopher McMullen  
Division of State Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Telephone: (850) 922-9867  
Email: [Christopher.Mcmullen@dms.fl.gov](mailto:Christopher.Mcmullen@dms.fl.gov)

**Contractor's Contract Manager:**

Dena Bates  
The HON Company LLC  
600 E. 2<sup>nd</sup> Street  
Muscatine, IA 52761  
Telephone: (563) 299-2949  
Email: [ContractManager@honcompany.com](mailto:ContractManager@honcompany.com)


**Alternate Contract Source (ACS)  
No. 56120000-24-NY-ACS  
For  
Furniture, All Types**

**5. Modifications.**

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Contract after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

**THE HON COMPANY LLC**

DocuSigned by:  
  
2AD08658724B481  
\_\_\_\_\_  
**Eric Schroeder, VP of Finance**

3/6/2024 | 4:44 PM EST

**Date:**

**DEPARTMENT OF MANAGEMENT SERVICES**

DocuSigned by:  
  
094743020490485...  
\_\_\_\_\_  
**Pedro Allende, Secretary**

3/7/2024 | 11:46 AM EST

**Date:**



## **EXHIBIT A ADDITIONAL SPECIAL CONTRACT CONDITIONS**

The Contractor and agencies, as defined in section 287.012, Florida Statutes acknowledge and agree to be bound by the terms and conditions of the Master Contract except as otherwise specified in the Contract, which includes the Special Contract Conditions and these Additional Special Contract Conditions.

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- C. All Contractor's Florida Resellers authorized to provide commodities under this ACS can be found on the Department's contract website. The Resellers are approved to provide sales and service support to State of Florida Customers. Contractors may request to add/delete Resellers to the ACS on a quarterly basis, by the 15th of each month listed: January, April, July, October of each year. Contractors must receive written approval from the Department prior to adding Resellers to this ACS.
- D. Preferred Pricing: It is the responsibility of the Contractor to provide a completed Preferred Pricing Affidavit upon Contract execution and annually thereafter throughout the Contract term in accordance with the Special Contract Conditions.
- E. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
  - Have an active registration with the Florida Department of State, Division of Corporations ([www.sunbiz.org](http://www.sunbiz.org)), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
  - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
  - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- F. Punchout Catalog and Electronic Invoicing.  
The Contractor is encouraged to provide a MFMP punchout catalog. The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products

awarded under the Contract. The punchout 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 punchout catalog model, a Florida buyer will "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding/editing the Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:

- 1) 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 Ariba Network (AN) for catalog and non-catalog goods and services.
- 2) PO Flip via AN  
This online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

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 MFMP. 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 MFMP 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.

G. Contract Reporting: The Contractor shall provide the Department the following accurate and complete reports associated with this Contract.

- 1) Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and

submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract.

- 2) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
- 3) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
- 4) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at [https://www.dms.myflorida.com/business\\_operations/state\\_myfloridamarketplace/mp\\_vendors/transaction\\_fee\\_and\\_reporting](https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mp_vendors/transaction_fee_and_reporting). Assistance with transaction fee reporting is also available by email at [feeprocessing@myfloridamarketplace.com](mailto:feeprocessing@myfloridamarketplace.com) or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

H. Financial Consequences: The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

### Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance /Not Received by the Contract Manager
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 <sup>th</sup> calendar day after the close of each State fiscal quarter	\$250 per day late
Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 <sup>th</sup> calendar day after the end of each month	\$100 per day late

**No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.**

- I. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:
- a. Contract compliance
  - b. Contract savings (in dollar amount and cost avoidance)
  - c. Spend reports by Customer
  - d. Recommendations for improved compliance and performance
- J. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

#### 2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

#### 3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their

specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

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

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

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

#### 5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

#### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT [PUBLICRECORDS@DMS.FL.GOV](mailto:PUBLICRECORDS@DMS.FL.GOV), (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the

public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

#### 13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

#### 5.7 Foreign Country of Concern Attestation.

If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-15958>.

#### 5.8 Common Carrier Attestation.

The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-14614>.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

### 12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

**Exhibit B**  
**SPECIAL CONTRACT CONDITIONS**  
**JULY 1, 2019 VERSION**

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**In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.**

## **SECTION 1. DEFINITION.**

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

### **1.1 Customer.**

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

## **SECTION 2. CONTRACT TERM AND TERMINATION.**

### **2.1 Initial Term.**

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

### **2.2 Renewal.**

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

### **2.3 Suspension of Work and Termination.**

#### **2.3.1 Suspension of Work.**

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

#### **2.3.2 Termination for Convenience.**

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

#### **2.3.3 Termination for Cause.**

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

### **SECTION 3. PAYMENT AND FEES.**

#### **3.1 Pricing.**

The Contractor will not exceed the pricing set forth in the Contract documents.

#### **3.2 Price Decreases.**

The following price decrease terms will apply to the Contract:

**3.2.1 Quantity Discounts.** Contractor may offer additional discounts for one-time delivery of large single orders;

**3.2.2 Preferred Pricing.** The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

**3.2.3 Sales Promotions.** In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

#### **3.3 Payment Invoicing.**

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

#### **3.4 Purchase Order.**

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

#### **3.5 Travel.**

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

### 3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

### 3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

### 3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

### 3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

## **SECTION 4. CONTRACT MANAGEMENT.**

### 4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

### 4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

### 4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name  
Department's Physical Address  
Department's Telephone #  
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

#### 4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name  
Contractor's Name  
Contractor's Physical Address  
Contractor's Telephone #  
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

#### 4.5 Diversity.

##### 4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at [osdinfo@dms.myflorida.com](mailto:osdinfo@dms.myflorida.com).

##### 4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

#### 4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

**IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;**

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

#### 4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

### **SECTION 5. COMPLIANCE WITH LAWS.**

#### 5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

#### 5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

#### 5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

#### 5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

#### 5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### 5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

### **SECTION 6. MISCELLANEOUS.**

#### 6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

#### 6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

#### 6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

#### 6.4 Inspection and Acceptance of Commodities.

##### 6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

##### 6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

#### 6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

#### 6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

**6.7 Time is of the Essence.**

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**6.8 Waiver.**

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

**6.9 Modification and Severability.**

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

**6.10 Cooperative Purchasing.**

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

**SECTION 7. LIABILITY AND INSURANCE.**

**7.1 Workers' Compensation Insurance.**

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

**7.2 General Liability Insurance.**

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

**7.3 Florida Authorized Insurers.**

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

#### 7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

#### 7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

#### 7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

### **SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.**

#### 8.1 Public Records.

##### 8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

#### 8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

#### 8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

#### 8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

#### 8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

#### 8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

#### 8.4 Intellectual Property.

##### 8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

##### 8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

##### 8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

### **SECTION 9. DATA SECURITY.**

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

## **SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.**

### 10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

### 10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

### 10.3 Communications.

#### 10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

#### 10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

## **SECTION 11. CONTRACT MONITORING.**

### **11.1 Performance Standards.**

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

### **11.2 Performance Deficiencies and Financial Consequences of Non-Performance.**

#### **11.2.1 Proposal of Corrective Action Plan.**

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

#### **11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.**

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

### **11.3 Performance Delay.**

#### **11.3.1 Notification.**

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

#### **11.3.2 Liquidated Damages.**

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

### **11.4 Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

## **SECTION 12. CONTRACT AUDITS.**

### **12.1 Performance or Compliance Audits.**

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

## 12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

## **SECTION 13. BACKGROUND SCREENING AND SECURITY.**

### 13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

### 13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

### 13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### 13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

#### **SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.**

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