



**State Term Contract**  
**No. 14111500-15-1**  
**For**  
**Paper: Office, Virgin and Recycled Content**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and Mac Papers, Inc. (Contractor), collectively referred to herein as the "Parties."

The Contractor submitted a bid to the Department's solicitation, ITB 18-14111500-P for Paper: Office, Virgin and Recycled Content. After evaluation of bids, the Department has determined that the Contractor's bid provides a best value to the State of Florida.

Accordingly, the Parties agree as follows:

**Initial Contract Term**

The Initial Contract Term shall be for five (5) years. The Initial Contract Term shall begin on the last date upon which this Contract is signed by all Parties.

**Renewal Term(s)**

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term of five (5) years, pursuant to the incorporated General Contract Conditions.

**Contract**

The following documents are incorporated into this State Term Contract. If a conflict exists among any of the below incorporated documents, the documents shall have priority in the order listed:

- a) This State Term Contract.
- b) Pricing Tool Workbook.
- c) Description of Scope.
- d) Special Contract Requirements.
- e) General Contract Requirements.
- f) Solicitation with Addendum.
- g) Vendor's Bid Submission Documents.

**Amendments**

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by all Parties.

State Term Contract No. 14111500-15-1  
For  
Paper: Office, Virgin and Recycled Content

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes any referenced attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid until signed and dated by both Parties.

Mac Papers, Inc.

STATE OF FLORIDA,  
DEPARTMENT OF MANAGEMENT SERVICES

  
[Name]

  
[Name]

7/11/16  
DATE:

7/19/16  
DATE:



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

**state purchasing**

We serve those who serve Florida

**The State of Florida**

**Department of Management Services**

**INVITATION TO BID**

**ITB No: 18-14111500-P**

**PAPER: OFFICE, VIRGIN AND RECYCLED CONTENT**

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# **1 Introduction**

## **1.1 Overview**

The State of Florida Department of Management Services, Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB), per section 287.057(1) (g), Florida Statutes, to replace the current State Term Contract (STC) for the purchase of Paper: Office, Virgin and Recycled Content.

The Department intends to solicit for, and enter into a Contract with a responsive and responsible Vendor according to the criteria defined herein, for the provision of commodities described within this solicitation under the authority and criteria established by section 287.057, Florida Statutes.

Rule 60A-1.044(1), Florida Administrative Code, defines an STC as “indefinite quantity Contracts competitively procured by the Department pursuant to s. 287.057, Florida Statutes, available for use by Eligible Users.”

This solicitation shall be administered using the MyFloridaMarketPlace (MFMP) Sourcing. Vendors interested in submitting a response or bid shall comply with all of the terms and conditions described in this ITB and its attachments. Information about submitting a response can be found in Instructions to Bidders, section 2 of this solicitation.

## **1.2 Solicitation Objective**

The current STC for Paper: Office, Virgin and Recycled Content has an estimated average annual spending volume of approximately \$10.2 million dollars. Estimated spending volume is for informational purposes only and must not be construed as representing actual, guaranteed, or minimum purchases under any new Contract. Customers include state agencies and other eligible users.

## **1.3 Definitions**

Definitions contained in section 287.012, Florida Statutes, Rule 60A-1.001, Florida Administrative Code, Form PUR 1000 and Form PUR 1001 are incorporated by reference, and apply to this solicitation. These definitions apply in both their singular and plural sense.

### **1.3.1 Bidder**

A vendor who submits a response per Section 1.1.

### **1.3.2 Business Days**

Monday through Friday, 8am to 5pm, not including paid state holidays listed in subsection 110.117(1), Florida Statutes.

### **1.3.3 Confidential Information**

Any portion of a Bidder's documents, data, or records disclosed relating to its response that the Bidder claims is confidential and not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution, or any other authority that is clearly marked “Confidential”.

### **1.3.4 Contract**

The agreement that results from this solicitation, if any, between the Department and the Contractor identified as providing the best value to the State. (This definition replaces the definition in the PUR 1000).



### **1.3.5 Contractor**

The Bidder that has been awarded and Contracts to sell products and/or Contractual services, which meet the requirements, specifications, terms, and conditions herein, to an Eligible User.

### **1.3.6 Cut Bond Paper**

Paper cut to specific sizes suitable for electronic printing and use in office machines including copiers and network.

### **1.3.7 Dual-Purpose**

Bond paper manufactured to be suitable for multiple usage applications.

### **1.3.8 Eligible User**

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

### **1.3.9 Laser Print**

Bond paper designated and manufactured to perform for image production for laser print technology.

### **1.3.10 Manufacturer**

The original producer of Paper: Office, Virgin and Recycled Content responsive to this solicitation.

### **1.3.11 Other Eligible User (OEU)**

An “eligible user” as defined in Rule 60A-1.005, Florida Administrative Code, that does not fit the definition of “Agency” under section 287.012(1), Florida Statutes.

### **1.3.12 Postconsumer Materials**

Materials or finished products that have served its intended end use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item. Postconsumer materials are a part of the broader category of Recovered Materials and Fiber.

### **1.3.13 Recovered Materials and Fiber**

Waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly used within an original manufacturing process.

### **1.3.14 Recycled Content**

Materials that have been recycled that are contained in the products or materials to be procured. The term does not include the virgin component of internally generated scrap that is commonly used in industrial or manufacturing processes or such waste or scrap purchased from another manufacturer who manufactures the same or a closely related product. Recycled Content paper contains at least 10 percent Postconsumer Materials.

### **1.3.15 Online Reverse Auction**

A type of auction in which vendors bid for the prices at which they are willing to sell their products. In a regular auction, a vendor puts up an item and buyers place bids until the close of the auction, at which time the item goes to the highest bidder. In an Online Reverse Auction, the buyer puts up a request for a required product. Bidders then place bids for the amount they are willing to be paid for the product, and at the end of the auction the Bidder with the lowest amount bid wins.

### **1.3.16 Qualified Bidder**

A Bidder that has been deemed eligible to participate beyond Phase I as described in Section 1.9.7.

### **1.3.17 UNSPSC**

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

### **1.3.18 Vendor**

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

### **1.3.19 Xerographic Paper**

Paper made specifically for the electrostatic printing process for copying text or graphics whereby areas on a sheet of paper corresponding to the image areas of the original are sensitized with a charge of static electricity so that, when powdered with a toner carrying an opposite charge, only the charged areas retain the toner, which is then fused to the paper to make it permanent.

## **1.4 Term**

The initial term of the Contract shall be five (5) years upon execution by both parties. The Contract may be renewed in whole or in part for a period that shall not exceed the renewal years. Upon mutual agreement, the Department and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed five (5) years. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

## **1.5 Timeline of Events**

The table (Attachment G) contains the Timeline of Events for this solicitation. Vendors should become familiar with the Timeline of Events. The dates and times within the Timeline of Events may be subject to change. It is the responsibility of the Vendor to check for any changes. All changes to the Timeline of Events shall be made through an addenda to the solicitation and noticed on the [Vendor Bid System](#) and within [MFMP Sourcing](#).

**DO NOT RELY ON MFMP SOURCING TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME AND RESPONSE DEADLINES SHALL BE AS REFLECTED IN THE TIMELINE.** MFMP Sourcing time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

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

## **1.6 Order of Precedence for Solicitation**

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

1. Addenda to Solicitation, if issued
2. Introduction
3. Description of Scope
4. Special Instructions

5. General Instructions
6. Special Contract Requirements
7. General Contract Requirements
8. Attachments

### **1.7 Procurement Officer**

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

Procurement Officer for this ITB is:

Gregory Bunn

Category Manager

Florida Department of Management Services

Division of State Purchasing

4050 Esplanade Way, Suite 360

Tallahassee, FL 32399-0950

Phone: (850) 488-4945

Email: [Gregory.Bunn@dms.myflorida.com](mailto:Gregory.Bunn@dms.myflorida.com)

**\*\*\*\* ALL EMAILS TO PROCUREMENT OFFICE SHALL CONTAIN THE SOLICITATION  
NUMBER IN THE SUBJECT LINE OF THE EMAIL \*\*\*\***

### **1.8 Limitation on Contact with Government Personnel (section 287.057(23), Florida Statutes)**

Bidders to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the agency posting the Notice of Intended Award, excluding Saturdays, Sundays, and State holidays (section 110.117, Florida Statutes), any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

### **1.9 ITB Process**

The ITB is a method of competitively soliciting a commodity or Contractual service pursuant to section 287.057(1) (a), Florida Statutes.

#### **1.9.1 Solicitation Issuance**

The Department posts the solicitation on the Vendor Bid System and within the MyFloridaMarketPlace (MFMP) Sourcing system.

#### **1.9.2 Protest of Terms, Conditions, and Specifications**

With respect to a protest of the terms, conditions, specifications contained in this solicitation, including any provisions governing the methods for scoring or ranking responses, awarding Contracts, or modifying or amending any Contract, a notice of intent to protest shall be filed in writing within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the ITB" includes this solicitation document, any addenda, response to written questions, clarification or other document concerning the terms, conditions, and specifications of the solicitation.

### **1.9.3 Pre-Response Conference**

The Department will conduct a pre-response conference in accordance with the timeline of events. The purpose of the conference is to ensure full understanding of the requirements, the solicitation and the process used for selection. Attendance at this conference is not mandatory, but is highly encouraged.

### **1.9.4 Question Submission**

The Department will provide an opportunity for written questions regarding the solicitation or the procurement process submitted through MFMP Sourcing for a limited period of time as specified in the Timeline of Events. The purpose of this question period is to promote the vendors' full understanding of the solicitation requirements by providing written binding answers to questions about the solicitation.

In order to submit a question, vendors will login to MFMP Sourcing and have access to the "Messages" tab on the dashboard of the solicitation. For information about registering with MFMP, please see section 2.2, Special Instructions. The Department will not respond to questions submitted through any other format or medium (telephone calls, emails, letters, etc.).

Questions submitted via the "Messages" tab within MFMP Sourcing Q & A Board shall be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be officially answered, as stated in the Timeline of Events. The Department shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Department's Contracting personnel.

### **1.9.5 Solicitation Addenda**

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation package during the solicitation period, a written addenda shall be posted on the VBS and MFMP Sourcing as Addenda to this solicitation. It is the vendor's responsibility to check VBS and MFMP Sourcing periodically for any information or updates to this solicitation. The Department bears no responsibility for any resulting impacts associated with a prospective Bidder's failure to obtain the information made available through the VBS and MFMP Sourcing.

### **1.9.6 Public Opening**

Responses shall be opened on the date and at the location indicated on the Timeline of Events (Attachment G). Bidders may, but are not required to, attend. The Department may choose not to announce prices or release other materials pursuant to section 119.071(1) (b), Florida Statutes.

### **1.9.7 Phase I Qualification Stage**

The Qualification stage begins at opening of responses and ends with the posting of the list of Qualified Bidders to be invited to participate in the Online Reverse Auction (Phase II).

#### **1.9.7.1 Evaluation of Responses**

The Department shall evaluate the Bidders' Phase I submissions described in this solicitation, to identify responsive and responsible Bidders who will be invited to participate in the Online Reverse Auction. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose responses, past performance, or current performance do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsible.

#### **1.9.7.2 Posting of Qualified Bidders**

The Department shall post a listing of the Qualified Bidders who will be invited to participate in the Online Reverse Auction.

#### **1.9.8 Phase II Online Reverse Auction Phase**

The Online Reverse Auction phase consists of a **mandatory training** for Qualified Bidders, and a real-time on-line bidding event (Online Reverse Auction) through MFMP Sourcing. A Pricing Tool Workbook is provided as Attachment A. The Workbook depicts the four types of paper covered in this solicitation and the actual quantity of historical sales for those types of paper. The workbook is a tool to be utilized for bid submittal in the online reverse auction, and workbook bid opening.

##### **1.9.8.1 MFMP Sourcing Online Reverse Auction Mandatory Training**

A mandatory training session will be held for all Qualified Bidders according to the Timeline of Events. As part of the mandatory training session a mock Online Reverse Auction event will be held. This mock Online Reverse Auction will involve a practice Online Reverse Auction that will simulate the actual event. It will be conducted to help Qualified Bidders understand what will be expected in the actual Online Reverse Auction event. During this time, any additional technical questions on MFMP Sourcing will be addressed. Details about this practice event will be sent to all Qualified Bidders.

**Qualified Bidders that do not participate in the mandatory training session are deemed non-responsive and will not be eligible to participate in the Online Reverse Auction event.**

##### **1.9.8.2 Online Reverse Auction Event**

The Department will hold an Online Reverse Auction event on the MFMP Sourcing wherein the Qualified Bidders will be invited to submit pricing information in an active competitive auction environment.

The Bidder shall offer pricing during the Online Reverse Auction phase for the product(s) described in section 3 of this solicitation

A Bidder participating in the Online Reverse Auction phase will bid with other Qualified Bidders during a specified time frame and shall submit the price at which it offers to sell the products to the State of Florida.

#### **1.9.9 Phase III Contract Award Phase**

The Contract award phase consists of the submission of Pricing Tool Workbook, Application of the Florida Business Preference, if required, and the Posting of the Notice of Intent to Award.

##### **1.9.9.1 Submission of Workbook (Detailed Prices)**

All Qualified Bidders participating in the Online Reverse Auction must submit a completed copy of the Pricing Tool Workbook (Attachment A) to the Department through MFMP Sourcing within 24 hours following the completion of the Online Reverse Auction. This document shall reflect the final prices for each item required to be charged during Contract performance. The spread of prices shall be in the proportion (weightings) as reflected in the original workbook. The Department reserves the right to reject any Pricing Workbook that does not address all items, or that reflects proportions (weightings) different than those originally provided.

##### **1.9.9.2 Application of Florida Vendor Preference (287.084, Florida Statutes).**

After the verification of the Bidders prices from Phase II, The Department shall determine if any preference is to be afforded Florida Vendors in accordance with section 287.084, Florida Statutes.

#### **1.9.9.3 Electronic Posting of Notice of Intended Award**

The Department shall electronically post a Notice of Intended Award on the VBS and the MFMP Sourcing website at the time specified in the Timeline of Events. The Notice of Intended Award shall remain posted for a period of seventy-two (72) hours, not including weekends or State observed holidays. If the notice of award is delayed, in lieu of posting the notice of intended award, the Department may post a notice of the delay and a revised date for posting the notice of intended award.

#### **1.9.10 Protest of Notice of Intended Award**

Any Bidder desiring to protest the Notice of Intended to Award shall file any Notice of Protest and any subsequent formal written protest with Agency Clerk, Department for Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within the time prescribed in Section 120.57(3) Florida Statutes and Chapter 28-110, Florida Administrative Code. Please copy the Procurement Officer on such filings. Failure to file a notice of protest and a formal protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

#### **1.10 Contract Formation**

The Department intends to enter into a Contract with the awarded Bidder(s). No Contract shall be formed between awarded Bidder and the Department until the Department signs the Contract. No additional documents submitted by a Bidder should be incorporated in the Contract unless it is specifically identified and incorporated by reference in the attached Contract document. The Department shall not be liable for any costs incurred by a Bidder in preparing or producing its response or for any work performed before the Contract is effective.

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## 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a Bid. The instructions come in two parts; General Instructions and Special Instructions.

### 2.1 General Instructions

The [PUR 1001](#), The General Instructions to Bidders, is incorporated by reference and provided via the link below:

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

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

### 2.2 Special Instructions

#### 2.2.1 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 922-7535. Accommodation requests for meetings shall be made at least five workdays prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD). These telephone numbers are supplied for notice purposes only.

#### 2.2.2 MFMP Registration

In order to bid, Bidders shall have a current Vendor registration and be active for "Sourcing Events" within the link: [MFMP Vendor Information Portal Website](#).

Each Bidder doing business with the State of Florida for the sale of commodities or Contractual services as defined in Section 287.012, Florida Statutes, shall register in MyFloridaMarketPlace, in compliance with Rule 60A-1.030, Florida Administrative Code, unless exempt under Rule 60A-1.030(3) Florida Administrative Code.

#### 2.2.3 How to Submit a Response

In order to respond, Bidders must also be active for "Sourcing Events" within the link: [MFMP Vendor Information Portal Website](#). Once registered, Bidders will be able to submit responses to this solicitation via the MyFloridaMarketPlace Sourcing using this link: [MFMP Sourcing 3.0 Login](#). Download the MFMP Participation Instructions to Bidder, for detailed instructions on how to participate within the MFMP Sourcing 3.0.

Include all appropriate pricing, discounts, documents, forms, files, question responses, and information responses located within the MFMP Sourcing for the solicitation in Bids. All required or requested pricing, discounts, documents, forms, files, question responses, and information responses are to be entered electronically in the MFMP Sourcing during this solicitation as indicated.

#### 2.2.4 Sourcing Tips and Training

After logging into MFMP Sourcing 3.0, "My Events" lists all events the Bidder already chose to "Join" (i.e., you intend to submit a formal response). "Public Events" lists those events associated with the Bidder's registered UNSPSC listed in their Bidder Information Portal (VIP) accounts, but

the Bidders have not yet “Joined.” Joining an event moves the event from “Public Events” to “My Events,” allows the Bidder to submit questions about the event (solicitation), and alerts Bidders to any associated updates (e.g., addenda, event edits, etc.).

To respond to a solicitation, bidders shall review and accept the electronic agreement on the “Review and Accept Agreement” page. Click the radio button next to, “I accept the terms of this agreement.”

When responding, save work frequently – at intervals less than 20 minutes. Sourcing 3.0 automatically times out after 20 minutes of inactivity. Any unsaved information may be lost when the system times out. Clicking the “Save” button within Sourcing 3.0 only saves your solicitation responses.

To transmit responses to the State, Bidders shall click “Submit Entire Response.” After clicking the “Submit Entire Response” button, Bidders are responsible to verify and validate any submitted response in Sourcing 3.0 to ensure their responses are accurate and complete prior to the bid closing time.

Bidders should allow sufficient time, prior to the Solicitation event period closing, to address any errors and resubmit revised responses.

To validate responses, please do the following before the Solicitation period ends:

Click the “Response History” link to confirm that your “submitted” response is visible, and, therefore, formally submitted.

Confirm that a status of “Accepted” displays next to your submitted response.

Click on the Reference number of your submitted bid response to review the submission.

Please check the following:

- Text boxes – Is your entire answer viewable?
- Yes/No questions – Are the displayed answers correct?

For technical assistance, contact the MFMP Customer Service Desk (CSD) at (866) 352-3776 or by email at [VendorHelp@MyFloridaMarketPlace.com](mailto:VendorHelp@MyFloridaMarketPlace.com). For additional information regarding Vendor online training or to view MFMP Sourcing training documents select the hyperlink, MFMP Vendor Toolkit.

### **2.2.5 Who May Respond**

Any distributor of cut bond paper may respond to Phase I of this solicitation. Phase I Bidders must satisfy the requirements, specifications, terms and conditions of the solicitation, and demonstrate their capability to perform a statewide Contract in the State of Florida including Customer locations statewide.

**NOTE:** Pursuant to section 607.1501, Florida Statutes, out-of-state corporations where required, must obtain a Florida Certificate of Authorization pursuant to section 607.1503, Florida Statutes, from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. The Respondent out-of-state corporations agree to attain such authorization within seven business days of notice of award, should the Respondent be awarded. Website: [www.sunbiz.org](http://www.sunbiz.org)



### **2.2.6 Disclosure of Bid Contents**

Pursuant to the Public Records Act, all documentation provided to the Department as part of the ITB shall become the property of the Department and shall not be returned to the Bidder unless it is withdrawn prior to the response opening.

### **2.2.7 Mandatory Requirements or Conditions**

The State has established certain requirements with respect to responses submitted to competitive solicitations. The use of “shall”, “must”, or “will” (except to indicate futurity) in this solicitation, indicates a requirement or condition that may be mandatory. A deviation from a mandatory requirement or condition is material if, in the State’s sole discretion, the deficient response is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over another, or has a potentially significant effect on the quality of the response or on the cost to the State. The words “should” or “may” in this solicitation indicate desirable attributes or conditions, but are permissive in nature.

### **2.2.8 Bidder Qualification Questions**

Phase I Bidders must submit a Yes/No response to the following Qualification Questions within the MFMP Sourcing. Phase I Bidders are to meet and respond to the qualifications identified in the following Qualification Questions in order to be considered responsive. The Department may not evaluate bids from Bidders who answer “No” to any of the Qualification Questions.

- **Does the Bidder certify that the person submitting the bid is authorized to respond to this ITB on Bidder’s behalf?**
- **Does the Bidder certify that it is not a Convicted Vendor as defined in Section 7 of the PUR 1001?**
- **Does the Bidder certify that it is not a Discriminatory Vendor as defined in Section 8 of the PUR 1001?**
- **Does the Bidder certify compliance with Section 9 of the PUR 1001?**
- **Does the Bidder certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List?**
- **Does the Bidder certify that it shall, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as required in Section 4.2.23 of this solicitation?**
- **Does the Bidder certify that all products sold to the state of Florida through the execution of this Contract will be manufactured in the United States?**
- **Does the Bidder certify that it shall, if awarded, submit quarterly to the Department a Contract Sales report, as required in Section 4.2.22.1 of this solicitation?**

- **Does the Bidder certify that they will carefully and thoroughly reviewed their bids or prices on the Pricing Tool Workbook (*Attachment A*) for accuracy and completeness?**

## **2.3 Contents of Bid**

Organize Phase I Bids in parts as directed below. Submit all the information requested in each part below through the [MFMP Sourcing](#). Failure to submit all of the requested information in sections 2.3.1 through 2.3.4 (Part 1 through Part 4) below, in the format required under this ITB may result in a determination of Bidder non-responsiveness. Label each response with the appropriate section number (and part number) below:

### **2.3.1 Part 1 - Company Information**

Complete the Ordering Information Form (Attachment F) to include all of the below:

- **Company name and address.**
- **Name, title, phone number and email of primary and secondary person within the company responsible for administering the Contract.**
- **Federal ID Number**
- **Internet website address**

### **2.3.2 Part 2- Relevant Past Performance**

Provide a synopsis of the five most recent Contracts that have a value of \$1M or greater (which are similar to this ITB) in which your organization provided cut bond paper. Include the following information:

**2.3.2.1 Contract number;**

**2.3.2.2 Term of the Contract;**

**2.3.2.3 The name and telephone number of the Customer's contact person;**

**2.3.2.4 Volume of cut bond paper sold by your organization under the Contract;**

**2.3.2.5 The final overall sales received by your organization under the Contract.**

### **2.3.3 Part 3 – Other information**

#### **2.3.3.1 Out of State Preference Letter from Attorney (if applicable)**

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

### **2.3.3.2 Certification of Drug-Free Workplace (Attachment C)**

Bidder must download and complete the Certification of Drug-Free Workplace found in Section 5 (Attachment C).

### **2.3.3.3 Preferred Pricing Affidavit (Attachment D)**

Bidders must download and complete the Preferred Pricing Affidavit found in Section 5 (Attachment D).

### **2.3.4 Part 4 - Price Tool Workbook (Attachment A) To be submitted in Phase III**

Download the Pricing Tool Workbook (Attachment A) and the Savings/Price Reduction (attachment E) and then complete and upload it within the MFMP Sourcing, in accordance with the Timeline of Events (Attachment G).

#### **2.3.4.1 Completing the Pricing Tool Workbook**

The Pricing Tool Workbook is designed to an aid to Qualified Bidders to facilitate calculations for the on-line Online Reverse Auction event Phase II and a verification of final prices in Phase III. The Phase III Bidder shall only input information in the grey shaded boxes. Each Product and quantity break contains a cell (highlighted in grey) for the Phase III Bidder to enter in the prices that they are offering for the various products and quantities. This price is multiplied (auto-filled) by the estimated number of cartons to give an estimated spend by carton for the various carton quantities. The total spend by carton for each Product are added together (multiplied) to populate the Total Bid Cell. Phase III Bidders choosing not to provide pricing for all products and quantity breaks will be deemed nonresponsive. Attachment A, Pricing Tool Workbook, establishes pricing for the Products to be awarded for the term of the Contract and any renewals. The Contractor shall not exceed this pricing when providing Products under any resultant Contract. Total pricing should be equal to or reasonably rounded to the vendor's final bid submitted during the Online Reverse Auction phase of the ITB. Phase III Bidders are required to submit their pricing for all items and volumes listed in the workbook.

#### **2.3.4.2 Savings/Price Reduction (Attachment E)**

The Phase III Bidder is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual or customary prices that would be paid by the purchaser without the benefit of a Contract resulting from this bid. Attachment E (PUR 7064), Savings/Price Reductions is provided to facilitate the Bidders response to this requirement. The Bidder is required to submit this form after the Online Auction, during Phase III, and the Contractor shall submit this form at the time of any renewals or extensions. Savings/Price Reduction Form found in Section 5 (Attachment E).

### **2.3.5 Online Reverse Auction General Rules**

During the Online Reverse Auction, the Qualified Bidders from Phase I will submit a single price that will represent a composite of the four different types and variations of products described in Section 3 of this solicitation. A Pricing Tool Workbook (Attachment A) has been developed to assist the Qualified Bidder. The Workbook includes actual historical quantities ordered for each type and variation. The Workbook will be used to facilitate bidding and will be submitted during the Contract award phase in accordance with the date and time listed in the Timeline of Events (see Attachment G).

The Online Reverse Auction phase will be a sealed bid format; no pricing information will be displayed during the Online Reverse Auction event. The participating Qualified Bidders from Phase

I will receive their rank relative to the best bid during the Online Reverse Auction event. The participating Qualified Bidders will see the “rank” of their bid only. All participating Bidders in Phase II will remain anonymous through use of MFMP Sourcing Online Reverse Auction event. During the Online Reverse Auction event, a Bidder may submit a bid as many times as the Bidder desires, within the time limit provided. However, only the last bid will be accepted.

Throughout the live Online Reverse Auction event, Bidders will have real-time access to phone support to answer all technical questions related to MFMP Sourcing. However, it is the Bidder’s responsibility to participate and ask questions.

The Department maintains the right to restrict a Bidder’s access to the system and their ability to bid for failing to comply with all requirements of this solicitation.

#### **2.3.5.1 Bid Decrement Rule**

The maximum starting bid for the Online Reverse Auction event will be \$10,200,000.00. Every subsequent bid made will be governed by a minimum bid decrement. In order for a bid to be accepted by MFMP Sourcing, it must be less than the previous bid submitted by that vendor and by at least the pre-defined decrement amount. MFMP Sourcing will reject any bids placed that do not decrease by at least this decrement. Bid decrements submitted may also be greater than the required minimum amount.

**The minimum bid decrement is \$100,000.00**

#### **2.3.5.2 Bid Improvement**

When submitting bids, it is not required that a bid be lower than the overall best bid to be accepted. It is required that each bid submitted improve upon the previous bid by that Bidder (by the minimum bid decrement or greater). For example, if the best overall bid for a lot is \$500,000, and the last bid a Bidder placed was \$600,000, given a minimum bid decrement of \$100,000, the next bid for that Bidder would need to be \$500,000 or lower. This rule is designed to allow a Bidder to submit its best pricing to the Department. A Bidder can reduce their bid by more than the minimum bid decrement.

#### **2.3.5.3 Timing Rule**

The Online Reverse Auction Event is scheduled to last 45 minutes. The Online Reverse Auction event will start at the date and time according to the Timeline of Events. Vendors will participate on-line, via their own computer.

##### **2.3.5.3.1 Automatic Extension Rule**

If a bid is entered into the system within five minutes of the scheduled Online Reverse Auction close time, the scheduled close time will be reset to five minutes. The event close time will be reset to five minutes with each bid placed after the five minute mark. It is not required that a bid must be the best overall bid to extend the event, any bid placed will trigger an extension.

There will be an unlimited number of extensions; the close time will continue to extend as long as bidding activity occurs during the extension periods. Time will be tracked on the upper-right corner of the main section within MFMP Sourcing.

##### **2.3.5.3.2 Pauses and Extensions**

The Department reserves the right to pause the bidding (e.g., due to technical difficulties, etc.) at any time or to extend the bidding when determined to be in the best interest of the State.

## **2.4 Alternate Responses**

Bidder may not submit more than one Pricing Tool Workbook in Phase III of the solicitation.

## **2.5 Evaluation Criteria**

The Department shall evaluate responses bids from Qualified Bidders in Phase I. Responses that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsible. The Department reserves the right to determine which Responses meets the requirements, specifications, terms, and conditions of the solicitation, and which Bidders are responsive and responsible.

## **2.6 Basis of Award**

Awards shall be made to one (1) responsive, responsible Bidder that offers the lowest total evaluated bid during the Online Reverse Auction. An evaluated bid is defined as a bid that is (1) supported by an accurately completed Pricing Tool Workbook and (2) is eligible for award consistent with this solicitation.

## **2.7 Preference to Florida Vendors**

If the lowest bid is submitted by a Bidder whose principal place of business is located outside the State of Florida, preference shall be applied consistent with section 287.084, Florida Statutes.

## **2.8 Firm Response**

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

## **2.9 Modification or Withdrawal of Bid**

Bidders are responsible for the content and accuracy of their responses and bids through all Phases of the competition. Bidders may not modify or withdraw their responses at any time after to the initial opening identified in the timeline of events (Phase I). For instructions on how to modify responses within the MFMP sourcing, please visit MFMP University for Vendors and review the recorded online or job aid. [MFMP Vendor Toolkit](#). For technical assistance please email the MFMP Help Desk or call (866) 352-3776.

## **2.10 Cost of Response Preparation & Independent Preparation**

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

## **2.11 Tie Bids**

In the event that the Department's evaluation results in identical evaluations of bids for the lowest total price, the Department shall select Bidder(s) based on the criteria identified in Rule 60A-1.011,

Florida Administrative Code.

### **2.12 Contract Minor Irregularities/Right to Reject**

The Department reserves the right to accept or reject any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so shall serve the State's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

### **2.13 Redacted Submissions**

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

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

By submitting a bid, the Bidder agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Bidder's determination that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Bidder fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.

### **2.14 Additional Information**

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

### 3 Description of Scope

#### 3.1 Scope

The Paper: Office, Virgin and Recycled Content Commodity (Products) offered under the Contract shall be classified under four (4) Groups, which are listed and described as follows:

##### 3.1.1 Type I, Xerographic, Dual Purpose

##### 3.1.2 Type II, Xerographic, Dual Purpose, Recycled

##### 3.1.3 Type III, Xerographic, Color, Dual Purpose, Recycled

##### 3.1.4 Type IV, Laser Print

The Contract is intended to cover only those Products generally used by the State of Florida as listed and described herein, and does not include all varieties of paper Products that are commercially available. All Products sold to the State of Florida during the execution of the Contract are required to be manufactured in the United States. The Department in its sole discretion shall determine the eligibility and acceptability of all Products available and included under the Contract.

#### 3.2 Product Specifications and Standards

The Product Specifications and Standards are based on the known needs of Customers and best information available to the Department at the time the Product Specifications and Standards were created. The following Specifications and Standards form a part of the overall Technical Specifications except as modified or noted herein.

##### 3.2.1 Type I, Xerographic, Dual Purpose

- Specifications

Basis Weight	Colors	Opacity	Target Brightness	Smoothness	Caliper	PC Fiber
20lb.	White	88	92	160	4.0	-

- Cut Sizes

Item	Size	Sheets Per Ream	Reams Per Case	Cases Per Pallet
1	8½" X 11"	500	10	40
2	8½" X 11", 3 Hole Punch	500	10	40
3	8½" X 14"	500	10	30
4	11" X 17"	500	5	40

### 3.2.2 Type II, Xerographic, Dual Purpose; Recycled Content

- **Specifications**

Basis Weight	Colors	Opacity	Target Brightness	Smoothness	Caliper	PC Fiber
20lb.	White	88	92	160	4.0	30%

- **Cut Sizes**

Item	Size	Sheets Per Ream	Reams Per Case	Cases Per Pallet
5	8½" X 11"	500	10	40
6	8½" X 11", 3 Hole Punch	500	10	40
7	8½" X 14"	500	10	30
8	11" X 17"	500	5	40

### 3.2.3 Type III, Xerographic, Color, Dual Purpose, Recycled Content

- **Specifications**

Basis Weight	Colors	Opacity	Target Brightness	Smoothness	Caliper	PC Fiber
20lb.	Pastels			160	4.0	30%

- **Cut Sizes**

Item	Size	Sheets Per Ream	Reams Per Case	Cases Per Pallet
9	8½" X 11"	500	10	40
10	8½" X 11", 3 Hole Punch	500	10	40
11	8½" X 14"	500	10	30
12	11" X 17"	500	5	40

### 3.2.4 Type IV, Laser Print

- **Specifications**

Basis Weight	Colors	Opacity	Target Brightness	Smoothness	Caliper	PC Fiber
24lb.	White	90	92	160	4.6	-

- **Cut Sizes**

Item	Size	Sheets Per Ream	Reams Per Case	Cases Per Pallet
13	8½" X 11"	500	10	32

### 3.3 Testing

Samples of delivered Customer Products may be selected at random by the Customer and tested for compliance with the requirements, specifications, terms, and conditions.

### 3.4 Warranty

The Manufacturer's standard warranty shall cover all Products sold under the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material,



workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Products specified herein that are sold to any state or local governments.

Should the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

Delivery of non-conforming Products, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination.

### **3.5 Transportation and Delivery**

Deliveries shall be within the following timeframes unless otherwise agreed to, in writing, by the ordering agency:

5 - 99 Cartons	10 Working Days ARO
100 - 799 Cartons	20 Working Days ARO
More than 800 Cartons (Truckload)	30 Working Days ARO

ARO = After Receipt of Order

All Products shall be packed to insure safe delivery to destination. Industry standard cartons shall be constructed to insure acceptance by common or other carriers, for transportation to the point of delivery.

For all Products, the standard packaging shall be securely wrapped in moisture resistant material at the mill and with content labeling on the end of each ream. Carton containers are to be corrugated and industry standard. Packing quantities shall be as follows: 8-1/2" x 11" and 8-1/2" x 14" sheet sizes shall be ten (10) reams per carton. 11" x 17" sheet sizes shall be five (5) reams per carton.

Unless otherwise specified each ream or package shall be end-labeled to show brand, size, color, and substance. Each carton shall be labeled to show quantity (number of reams and sheets) contained therein, name of Contractor and Contract and purchase order numbers. Paper specified to have recycled content shall be labeled to indicate the recycled content and that the Product is manufactured with recovered materials.

When requested by the Customer, orders for 10 or more cartons must be delivered on expendable pallets at no extra cost. Orders of 10 or more cartons must also be shrink-wrapped at no extra cost. Permanent wooden pallets shall be used to ship to any Customer upon request. The Customer must specify on the Purchase Order if wooden pallets are requested.

### **3.6 Minimum Order Quantity**

The minimum order quantity shall be 5 cartons consisting of any combination of products as awarded on this contract.

### **3.7 Delivery Requirements**

There are three types of deliveries; dockside/street delivery, inside delivery and special inside delivery. Prices shall include all charges for packing, handling, freight, distribution, and delivery, unless special inside delivery is requested by the Customer.

#### **3.7.1 Dockside/Street Delivery**

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

#### **3.7.2 Inside Delivery**

Inside delivery shall consist of the delivery person offloading the ordered Products from the delivery vehicle to a specific destination inside of the building. The Customer requiring inside delivery shall specify the Customer contact person and the exact delivery location at the time of placing an order. Inside delivery may include orders to be screened or subjected to security measures at the delivery location. The Contractor must be made aware of these conditions on the Purchase Order.

#### **3.7.3 Special Inside Delivery**

Special inside delivery shall consist of inside delivery with exceptions that do not qualify as usual. These exceptions include the following:

- Delivery to an area where the use of conventional material handling equipment is not feasible.
- Delivery that requires opening cartons and stacking reams on shelves.
- Delivery that requires cartons to be carried up flights of stairs.

#### **3.7.4 Delivery Fee**

The Contractor may charge a delivery fee for Customer requesting special inside delivery. The delivery fee shall be assessed on a case by case basis and may be in the form of a flat fee, a fee per carton, a fee per trip required by the delivery person, or other basis mutually agreed by the Customer upon issuance of the order. At no time shall the delivery fee exceed \$1.25 per carton. The Contractor shall provide the Customer requiring special inside delivery a fee estimate upon receipt of the Purchase Order. No additional fees will be applied for either Dockside/Street or Inside deliveries.

### **3.8 Acceptance**

Transportation and delivery of the Product does not constitute Acceptance for the purpose of payment. Final Acceptance and authorization of payment shall be given by the Customer only after a thorough inspection indicates that the Product is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Product be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Customer approved, corrective action.

## 4 Contract Conditions

This section contains conditions which shall be complied with during the performance of this Contract. The conditions come in two parts, general conditions and special Contract requirements.

### 4.1 General Contract Requirements

The General Contract Conditions, [PUR 1000](#) is incorporated by reference and provided via a link below.

<http://www.dms.myflorida.com/content/download/2933/11777/1000.pdf>

### 4.2 Special Contract Requirements

The Special Contract Requirements are provisions that relate directly to the performance of this Contract.

#### 4.2.1 Lobbying Disclosure

The company shall comply with the provisions of section 216.347, Florida Statutes, which prohibits the expenditure of Contract funds for the purpose of lobbying the Legislature or a state agency.

#### 4.2.2 Financial Consequences for Nonperformance

The State reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to perform under or comply with the provisions of this Contract. When or if the Contractor fails to perform or comply with provisions of this Contract, the Contractor has ten (10) calendar days from receipt of Complaint to Vendor Form (PUR 7017) to comply as instructed within the notice. An amount of \$500.00 may be assessed for each day the Contractor is delinquent after the ten (10) day notice period ends, and that amount may be withheld from a Contractor's invoice. The rights and remedies of the State in this paragraph are not considered penalties and are in addition to any other rights and remedies provided by law.

#### 4.2.3 Price Adjustment

Price may be adjusted annually, beginning 12 months after the Contract effective date based on the percent change (up or down) of the combined Paper Manufacturing (Series ID PCU322) and Truck Transportation of Freight (Series ID WPS3012) Producers Price Indexes (PPI). Price adjustments correlate with the PPI for the Series ID's in the table below and as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 2012. These reports are accessible at the following website: <http://www.bls.gov/data/>. When requesting a price increase, the Contractor must submit a justification in writing to the Contract Manager detailing the reasons for the price adjustment request and demonstrating the calculable change in PPI over the last 12 months of the Contract that supports a price adjustment. The exact website for WPS3012 is [http://data.bls.gov/timeseries/WPS3012?output\\_view=pct\\_1mth](http://data.bls.gov/timeseries/WPS3012?output_view=pct_1mth). The exact website for PCU322 is [http://data.bls.gov/timeseries/PCU322---322---?data\\_tool=XGtable](http://data.bls.gov/timeseries/PCU322---322---?data_tool=XGtable).

The requested adjustment for a price increase may not exceed the percentage change of the PPI the preceding twelve months prior to the adjustment. The Department reserves the exclusive right to accept or reject any request for price adjustment. Price adjustments may be effective only upon written approval by the Department and may not be applied retroactively.

The Department reserves the right to request price decreases at any time during the term of the Contract if it's found to be in the best interest of the State.

#### **4.2.4 Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287 Florida Statutes, and Rule Chapter 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with Section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements may be grounds for Contract termination or nonrenewal of the Contract.

#### **4.2.5 Insurance Requirements**

To the extent required by law, the Contractor shall be self-insured against, or shall secure and maintain during the life of the Contract, Worker's Compensation Insurance for all its employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees engaged in work under the resulting Contract are covered by the Contractor's self-insurance program. Such self-insurance or insurance coverage shall comply with the Florida Worker's Compensation law. In the event hazardous work is being performed by the Contractor under the resulting Contract and any class of employees performing the hazardous work is not protected under Worker's Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

The Contractor shall secure and maintain Commercial General Liability insurance including bodily injury, property damage, personal & advertising injury and Products and completed operations. This insurance shall provide coverage for all claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by the Contractor or anyone directly, or indirectly employed by them. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida and also include the State of Florida as an Additional Named 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.

All insurance policies shall be with insurers licensed or eligible to transact business in the State of Florida. The Contractor's current certificate of insurance shall contain a provision that the insurance shall not be canceled for any reason except after thirty (30) days written notice to the Department's Contract Manager.

The Contractor(s) shall submit insurance certificates evidencing such insurance coverage prior to execution of a Contract with the Department.

#### **4.2.6 Notice of Legal Actions**

The Contractor shall notify the Department of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 days of the action being filed. The Contractor shall notify the Department of any legal actions filed against it for a breach of a Contract of similar size and scope to this Contract within 30 days of the action being filed. Failure

to notify the Department of a legal action within 30 days of the action may be grounds for termination or nonrenewal of the Contract.

## **4.2.7 Public Records**

### **4.2.7.1 Access to Public Records**

The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a), Florida Constitution or section 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section. If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Florida Statutes.

**4.2.7.1.1** If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

**4.2.7.1.2** Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

**4.2.7.1.3** Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

**4.2.7.1.4** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

**4.2.7.1.5** Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

### **4.2.7.2 Protection of Trade Secrets or Other Confidential Information**

If the Contractor considers any portion of materials made or received in the course of performing the Contract ("Contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for Contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the Contract-related materials not designated as "confidential." If the requester asserts a right to examine Contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to Contract-related materials it has designated "confidential."

If the Department is served with a request for discovery of Contract-related materials designated “confidential,” the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated “confidential” only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as “confidential” from disclosure.

The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney’s fees arising from or relating to its designation of Contract-related materials as “confidential.”

#### **4.2.8 Retention of Records**

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

#### **4.2.9 Annual Appropriations**

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

#### **4.2.10 Renewal**

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 5 years or the term of the Contract, whichever period is longer. Any renewal shall specify the renewal price, which will be the pricing provided in the original quote with any approved PPI pricing adjustments factored in. The renewal shall be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

#### **4.2.11 Cancellation**

The Department may unilaterally cancel this Contract for refusal by the service provider to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article 1, Section 24(a), Florida Constitution and Chapter 119.07(1), Florida Statutes.

#### **4.2.12 Intellectual Property**

The parties do not anticipate that any Intellectual Property shall be developed as a result of this Contract. However, any Intellectual Property developed as a result of this Contract shall belong to and be the sole property of the state. This provision shall survive the termination or expiration of this Contract.

#### **4.2.13 Gifts**

The Contractor agrees that it shall not offer to give or give any gift to any State of Florida employee. This Contractor shall ensure that its sub-Contractors, if any, shall comply with this provision.

#### **4.2.14 Vendor Ombudsman**

A Vendor Ombudsman, whose duties include acting as an advocate for Bidders who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at

(850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

#### **4.2.15 Monitoring by the Department**

The Contractor shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and sub-Contractor employees of the Contractor to assure the Department of satisfactory performance of the terms and conditions of this Contract. Following such review, the Department shall deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision shall not limit the Department's termination rights.

#### **4.2.16 Cooperation with the Inspector General**

Pursuant to section 20.055(5), Florida Statutes, Contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

#### **4.2.17 Scrutinized Company List**

Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, Contractor agrees the Department may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

#### **4.2.18 Business Review Meetings**

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department shall provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contract being found in default and termination of the Contract by the Department or nonrenewal of the Contract.

#### **4.2.19 E-Verify**

Pursuant to State of Florida Executive Order Number 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term. Also, Contractor shall include in related subcontracts a requirement that sub-Contractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the sub-Contractor during the Contract term.

#### **4.2.20 Subcontracting**

The Contractor shall not subcontract, assign, or transfer any work identified under this solicitation, with the exception of those subcontractors identified in the Contractor's bid, without prior written consent of the Department.

The Contractor is responsible for all work performed under the Contract resulting from this solicitation. No subcontract entered into by the Contractor for performance of work required under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of duties under the Contract. The Contractor shall assure that all tasks related to the subcontract are performed in accordance with the terms of the Contract.

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

#### **4.2.21 Performance Qualifications**

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

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

#### **4.2.22 Contract Reporting**

##### **4.2.22.1 Contract Quarterly Sales Report (Contract Deliverable)**

The Contractor agrees to submit a Quarterly Sales Report (Attachment B) on a quarterly basis to the DMS Contract Manager. Initiation and submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager. A quarterly report is required even if Contractor has zero sales to report for that quarter.

Quarterly Reporting periods should coincide with the State Fiscal Year (1 July – 30 June) and should begin the quarter following Contract execution. Reports are due ten (10) working days after the end of the reporting period. Reporting requirements may be modified at the Departments' discretion.



#### **4.2.22.2 Transaction Fee Reports**

The awarded Vendor(s) will be required to pay the required transaction fees as specified in Section 14 of the PUR 1000, unless an exemption has been requested and approved prior to the award of the Contract pursuant to rule 60A-1.032 of the Florida Administrative Code.

The Bidder is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Bidder training presentations available online at the Transaction Fee Reporting and Bidder Training subsections under Bidders on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at the email address hyperlink: [MFMP Customer Service Desk Email](#), or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8 AM to 6 PM Eastern Time.

#### **4.2.22.3 Savings/Price Reductions (Attachment E) - Post Award**

Contractor shall submit one (1) accurately completed Savings/Price Reductions form (Attachment E) with any change in Contract status (e.g. Contract renewal or extension, price change, etc.). The Savings / Price Reductions form shall be used to verify the Savings / Price Reductions being offered. The Savings / Price Reductions form shall be provided to the Department's Contract Manager.

#### **4.2.22.4 Diversity Reporting**

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

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

#### **4.2.23 Preferred Pricing Affidavit Requirement**

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

#### **4.2.24 Contract Termination**

The Department may terminate the Contract if the Contractor: 1.) fails to comply with all terms and conditions of this Contract; 2.) fails to produce each deliverable within the time specified by the Contract; or, 3.) fails to abide by any statutory, regulatory, or licensing requirement. Rule 60A-

1.006(3), Florida Administrative Code, governs the procedure and consequences for default. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract. Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

#### **4.2.25 Force Majeure**

Except for the payment of money due, neither party shall be deemed in breach or default of this Contract in the event that either party fails to perform pursuant to the terms and conditions of the Contract and the failure is caused by, or is in connection with, force majeure. The party suspending performance shall give prompt notice to the other party and shall attempt to cure promptly the cause for such suspension. Upon cessation of the cause for suspension, performance shall resume (or commence) as soon as reasonably practicable, unless otherwise agreed to by the parties. Notwithstanding any other provision of this Contract the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the discretion of the particular party involved.

For purposes of this Contract, the term "force majeure" shall mean acts or events beyond the control of the parties, including, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, riots, epidemics, landslides, floods, fires, washouts, arrests and restraints, civil disturbances, explosions, breakage of or accidents to pipe lines, failure of equipment or, compliance with acts, orders, regulations or requests of any federal, state or local governmental authority, whether or not of the same class or kind, reasonably beyond the control of either party and which, by exercise of due diligence, such party is unable to overcome.

In the event a force majeure condition exists, or the potential exists for such condition, the Contractor shall inform the Department of the problem at the earliest practical time and present a plan for return to normal service.

#### **4.2.26 Additional Provisions**

The provisions of paragraphs 287.058(1)(a) and (b), Florida Statutes, are hereby incorporated by reference.

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## 5 Attachments

Attachment A	<b>Pricing Tool Workbook (section 2.3.4)</b>
Attachment B	<b>Quarterly Sales Report (section 4.2.22.1)</b>
Attachment C	<b>State of Florida Drug-Free Workplace Certification (section 2.3.3.2)</b>
Attachment D	<b>Preferred Pricing Affidavit (section 2.3.3.3)</b>
Attachment E	<b>Savings/Price Reduction Form (section 2.3.4.2)</b>
Attachment F	<b>Ordering Information Form (section 2.3.1)</b>
Attachment G	<b>Timeline of Events (section 1.5)</b>