

**DEPARTMENTAL INPUT**  
**CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

New     OTR     Sole Source     Bid Waiver     Emergency    Previous Contract/Project No. [REDACTED]  
Contract

Re-Bid     Other – Accessing State of Florida Contract    LIVING WAGE APPLIES:  YES     NO  
 Requisition No./Project No.: RQPR1100022    TERM OF CONTRACT 4 YEAR(S) WITH 0 YEAR(S) OTR

Requisition /Project Title: Seating Replacement at Crandon Tennis Center

Description: To establish a contract for removal and replacement of seating at Crandon Tennis Center.

Issuing Department: DPM    Contact Person: Ruth Laureano    Phone: 305-375-5765  
 Estimate Cost: \$145,882.12    GENERAL    FEDERAL    OTHER  
 Funding Source: [REDACTED]    [REDACTED]    X -Proprietary

**ANALYSIS**

<b>Commodity Codes:</b> 420-30 [REDACTED] [REDACTED] [REDACTED] [REDACTED]			
Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history.			
	<b>EXISTING</b>	<b>2<sup>ND</sup> YEAR</b>	<b>3<sup>RD</sup> YEAR</b>
<b>Contractor:</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Small Business Enterprise:</b>	[REDACTED]	[REDACTED]	[REDACTED]
<b>Contract Value:</b>	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
<b>Comments:</b>	[REDACTED]		

Continued on another page (s):     YES     NO

**RECOMMENDATIONS**

	Set-aside	Sub-contractor goal	Bid preference	Selection factor
<b>SBE</b>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Basis of recommendation:  
 [REDACTED]

Signed: Ruth Laureano	Date sent to SBD: 7/25/11
	Date returned to DPM: [REDACTED]

Revised April 2005

2011 JUL 25 AM 11:08

RECEIVED  
 DEPT. BUSINESS DEV.

## **Porter, Albert (SBD)**

---

**From:** Laureano, Ruth (DPM)  
**Sent:** Monday, July 25, 2011 10:21 AM  
**To:** Porter, Albert (SBD)  
**Subject:** DBD DEPARTMENT INPUT  
**Attachments:** Fla State Contract 420-420-10-1.pdf; DBD DEPARTMENT INPUT.doc

**Importance:** High

Good Morning Porter,

Attached is a Contract/Project Measure Analysis and Recommendation form for review.

This project is on a timeline. The proposal is based on shipment of materials before September 30, 2011. If shipment is delayed a 4% escalation will be added by the manufacturer.

Please process as quickly as possible, thank!

***Ruth Laureano***

Procurement Contracting Associate  
Department of Procurement Management  
Office: (305) 375-5765 / Fax: (305) 375-5688

E-Mail: [ruthl@miamidade.gov](mailto:ruthl@miamidade.gov)

Visit our Website: [www.co.miami-dade.fl.us/dpm](http://www.co.miami-dade.fl.us/dpm)



Division of State Purchasing  
4050 Esplanade Way, Suite 360  
Tallahassee, Florida 32399-0950  
Tel: 850 488 8440  
Fax: 850 414 6122  
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

## CERTIFICATION OF CONTRACT

TITLE: Educational/Institutional Furniture

CONTRACT NO.: 420-420-10-1

ITB NO.: 14-420-420-M

EFFECTIVE: 06/01/2010 through 05/31/2014

SUPERSEDES: 420-420-07-1

CONTRACTOR(S): See attached listing

- 
- A) AUTHORITY - Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractors.
- B) EFFECT - This contract was entered into to provide economies in the purchase of Educational/Institutional Furniture by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.
- C) ORDERING INSTRUCTIONS - All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes.

All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

- D) CONTRACTOR PERFORMANCE - Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR 7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR 7029, Request for Assistance, is to be filed with this office.

E) SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions.

\_\_\_\_\_  
Authorized Signature (date)  
DSP/mb

Attachments

**Contractors Awarded:**

ABCO Office Furniture (A)  
Adden Furniture, Inc. (A)  
Allied Plastics Co., Inc. (A)  
American Seating Company (A)  
Arcadia Chair Company (A)  
August Incorporated (A)  
BioFit Engineered Products (A)  
Blockhouse Co., Inc. (A)  
Built Rite Office Furniture (A)  
Clarín seating (A)  
Columbia Mfg. Inc. (A)  
Contemporary Interiors, Inc. (A)  
Corilam Fabricating Co., Inc. (A)  
Crest Cabinet Manufacturing Co. (A)  
DCI, Inc. (A)  
Educational Specialty Furnishings, Inc. (A)  
Egan Visual International, Inc. (A)  
Electronic Classroom Furniture (A)  
ERG International (A)  
Ergo Genesis LLC (A)  
Fixtures Furniture (A)  
Fleetwood Group, Inc. (A)  
Foliot Furniture, Inc. (A)  
Global industries, Inc. (A)  
Greene Manufacturing, Inc. (A)  
Hänel Storage Systems (A)  
Herman Miller, Inc. (A)  
Hussey Seating Company (A)  
Interior Concepts Corporation (A)  
ISE, Inc. (A)  
John Savoy and Son, Inc. (A)  
Keilhauer (A)  
Keystone Ridge Designs, Inc. (A)  
Krueger International, Inc. (A)  
Krug, Inc. (A)  
Legacy Furniture Group, Inc. (A)  
Lesro Industries, Inc. (A)  
Moduform, Inc. (A)  
MooreCo, Inc. (A)  
National Public Seating (A)  
Neocase, Inc. (A)  
Nevins Ltd (A)  
New England Woodcraft, Inc. (A)  
Nightingale Corp (A)  
Norix Group, Inc. (A)  
OCI Contract (A)  
Palmer Hamilton, LLC (A)  
Palmer Snyder Furniture Company (A)  
Palmieri Furniture (A)

Peter Pepper Products, Inc. (R)  
Recycled Plastic Factory (M)  
RT London (A)  
Sauder Manufacturing Co. (A)  
Scholar Craft Products (A)  
Sedia Systems, Inc. (A)  
ShuttleSystem, LLC (A)  
Sico America, Inc. (A)  
Sis-USA, Inc. (A)  
Sitmatic (A)  
Smith System (A)  
SouthCo, Inc. (A)  
Southwest Contract (A)  
Spacesaver Storage Systems, Inc. (A)  
Surface Technologies, Inc. (A)  
Toledo Furniture, Inc. (A)  
USA Capitol, Inc. (A)  
VanerumStelter (A)  
VIA, Inc. (A)  
VS America, Inc. (A)

**CONTRACT MANAGER**

**MINA BAREKAT**

**PHONE: 850.488.1985**

**E-MAIL: [mina.barekat@dms.myflorida.com](mailto:mina.barekat@dms.myflorida.com)**

[The remainder of this page is intentionally left blank (other than footer information).]

*claudia cooper  
(850) 487-9847*

## TABLE OF CONTENTS

- 1.0 INTRODUCTION
- 2.0 GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]
- 3.0 SPECIAL INSTRUCTIONS TO RESPONDENTS
- 4.0 GENERAL CONTRACT CONDITIONS [PUR1000 (10/06)]
- 5.0 SPECIAL CONTRACT CONDITIONS
- 6.0 PRICE SHEET
- 7.0 FORMS

[The remainder of this page is intentionally left blank (other than footer information).]

**SECTION 1.0**  
**INTRODUCTION**

**CONTENTS:**

- 1.1 PURPOSE AND SCOPE**
- 1.2 TIMELINE**

**[The remainder of this page is intentionally left blank (other than footer information).]**

**1.1 Purpose and Scope**

The State of Florida ("State"), Department of Management Services ("Department"), invites interested Bidders, to submit Responses in accordance with these solicitation documents. The purpose of the solicitation is to establish a forty-eight (48) month State Term Contract for the acquisition of Educational/Institutional Furniture by all State Agencies and other Eligible Users (as defined in Section 3.3(d)), with potential options for renewals as allowed by Chapter 287, Florida Statutes (F.S.).

The scope of this contract includes furniture commonly used in educational facilities or institutions, including but not limited to: dormitory furniture, cafeteria/dining furniture, classroom furniture, laboratory furniture, outdoor furniture, folding tables & chairs, auditorium seating, lockers, stages & risers, individual and multiple seating units, correctional, and healthcare furniture. See section 5.5 for specifically excluded items.

**1.2 Timeline**

Issue Solicitation within MyFloridaMarketPlace Sourcing Tool.	November 9, 2009
Questions from Respondents due via the Q&A Board within MyFloridaMarketPlace Sourcing Tool (No later than 4:00 pm ET).	November 20, 2009
Post Answers to Vendor Questions within MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System (VBS).	December 1, 2009
Solicitation Responses within MyFloridaMarketplace Sourcing Tool and additional required hard copy documents and forms due (No later than 4:00 pm ET).	December 16, 2009
Post Notice of Intended Award within the Vendor Bid System (Per Section 2.13, Electronic Posting of Notice of Intended Award).	January 25, 2010
Contract Award.	Per Section 2.17, Contract Formation
Anticipated Contract Effective Date.	March 1, 2010

**DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, TIMELINE.** The response deadline(s) shall be as reflected in Section 1.2, Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments. **It is strongly recommended to submit your bid 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 bid.**

**SECTION 2.0**  
**GENERAL INSTRUCTIONS TO RESPONDENTS [PUR1001 (10/06)]**

**CONTENTS:**

- 2.1 DEFINITIONS**
- 2.2 GENERAL INSTRUCTIONS**
- 2.3 ELECTRONIC SUBMISSION OF RESPONSES**
- 2.4 TERMS AND CONDITIONS**
- 2.5 QUESTIONS**
- 2.6 CONFLICT OF INTEREST**
- 2.7 CONVICTED VENDORS**
- 2.8 DISCRIMINATORY VENDORS**
- 2.9 RESPONDENT'S REPRESENTATION AND AUTHORIZATION**
- 2.10 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS**
- 2.11 PERFORMANCE QUALIFICATIONS**
- 2.12 PUBLIC OPENING**
- 2.13 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD**
- 2.14 FIRM RESPONSE**
- 2.15 CLARIFICATIONS/REVISIONS**
- 2.16 MINOR IRREGULARITIES/RIGHT TO REJECT**
- 2.17 CONTRACT FORMATION**
- 2.18 CONTRACT OVERLAP**
- 2.19 PUBLIC RECORDS**
- 2.20 PROTESTS**
- 2.21 LIMITATION ON VENDOR CONTACT WITH AGENCY DURING SOLICITATION PERIOD.**

**[The remainder of this page is intentionally left blank (other than footer information).]**

**2.1 Definitions.** The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

**2.2 General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

**2.3 Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

**2.4 Terms and Conditions.** All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Contract Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

**2.5 Questions.** Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer 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 Buyer's contracting personnel. Questions to the

Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

**2.6 Conflict of Interest.** This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

**2.7 Convicted Vendors.** A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

**2.8 Discriminatory Vendors.** An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

**2.9 Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither

the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.

- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

**2.10 Manufacturer's Name and Approved Equivalents.** Unless otherwise specified, any Manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

**2.11 Performance Qualifications.** The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract

requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product 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 Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent'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 Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

**2.12 Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

**2.13 Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

**2.14 Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, 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 Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

**2.15 Clarifications/Revisions.** Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

**2.16 Minor Irregularities/Right to Reject.** The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

**2.17 Contract Formation.** The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

**2.18 Contract Overlap.** Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

**2.19 Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

**2.20 Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and those specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

**2.21 Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, 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.

[The remainder of this page is intentionally left blank (other than footer information).]

**SECTION 3.0**  
**SPECIAL INSTRUCTIONS TO RESPONDENTS**

**CONTENTS:**

- 3.1 CONTACT PERSON**
- 3.2 ORDER OF EVENTS**
- 3.3 DEFINITIONS**
- 3.4 WHO MAY RESPOND**
- 3.5 MYFLORIDAMARKETPLACE SOLICITATION OVERVIEW**
- 3.6 AMENDMENTS OR ADDENDUMS TO THE SOLICITATION DOCUMENTS**
- 3.7 ORDER OF PRECEDENCE**
- 3.8 ESTIMATED QUANTITIES**
- 3.9 SUBMITTAL OF RESPONSE**
- 3.10 EXECUTION OF RESPONSE**
- 3.11 EVALUATION CRITERIA**
- 3.12 BASIS FOR AWARD**
- 3.13 STATE OBJECTIVES**
- 3.14 ENVIRONMENTAL POLICY**
- 3.15 RECYCLED CONTENT REQUIREMENTS**
- 3.16 FLORIDA CLIMATE FRIENDLY PRODUCT LIST**
- 3.17 LOBBYING**
- 3.18 SPECIAL ACCOMMODATION**

**[The remainder of this page is intentionally left blank (other than footer information).]**

### 3.1 Contact Person

Mina E. Barekat, CPM, FCCM  
Purchasing Analyst  
Division of State Purchasing  
Department of Management Services  
4050 Esplanade Way, Suite 360  
Tallahassee, FL 32399-0950  
(850) 488-1985 (voice)  
(850) 414-6122 (facsimile)  
[mina.barekat@dms.myflorida.com](mailto:mina.barekat@dms.myflorida.com)

Refer to Section 2.5 for direction related to contacting the Buyer. Any technical questions relating to the MyFloridaMarketPlace System can be directed to the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or: [vendorhelp@myfloridamarketplace.com](mailto:vendorhelp@myfloridamarketplace.com).

### 3.2 Order of Events

Respondents shall review and become familiar with the Event Timeline and solicitation documents, enter any questions in the MyFloridaMarketPlace Sourcing Tool Q&A Board by the date and time specified in the Event Timeline, answer all questions, submit required documents, and complete information within the MyFloridaMarketPlace Sourcing Tool for this solicitation including pricing and related terms.

The Event Timeline gives the date and time (where applicable) for major activities in the solicitation. See Section 1.2, Timeline, of this solicitation.

### 3.3 Definitions

The Definitions found and referenced in the General Instructions to Respondents [PUR1001 (10/06)], Section 2.1, and General Contract Conditions [PUR1000 (10/06)], Section 4.1, shall apply to this Section. The following additional terms are also defined:

- (a) "State" means the State of Florida.
- (b) "Department" means the Florida Department of Management Services.
- (c) "Procurement Officer", "Contract Manager", or "Contract Administrator" means the Buyer's contracting personnel, as identified in Section 3.1 or as amended by the Department.
- (d) "Eligible User" is defined in Rule 60A-1.005, Florida Administrative Code (F.A.C.). The following entities are eligible users:
  - 1. All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
  - 2. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools. Section 287.056, Florida Statutes governs agencies' use of the Contract.