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Furniture

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Furniture

56120000-19-ACS

Effective Period	06/14/2019 through 12/01/2023
Contract Type	Alternate Contract Source
Contract Information	Contractors Pricing How to Use This Contract ( 270.33 KB) Service Updates
Contract Documents	Participating Addenda Master Agreements
Contract Administration	Christopher McMullen 850-922-9867 christopher.mcmullen@dms.fl.gov
Commodity Codes	Please refer to "How to Use This Contract" in the Contract Information section above.

Description

This alternate contract source includes conference furniture (seating and tables), dormitory furniture, general purpose tables, high density filing, household furniture, library furniture, office furniture, school furniture, specialty seating, and systems furniture; this contract also includes inside delivery, which may be at an additional cost to the customer.

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Furniture 56120000-19-ACS

Contractors

Name	CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
Affordable Interior Systems, Inc.	A - Non-Minority	No	No	Yes	Statewide
Allseating Corporation	A - Non-Minority	No	No	Yes	Statewide
Allsteel Inc.	A - Non-Minority	No	No	Yes	Statewide
Arcadia Chair Company	A - Non-Minority	No	Yes	Yes	Statewide
Artopex, Inc.	A - Non-Minority	No	No	Yes	Statewide
Aurora Storage Products, Inc.	A - Non-Minority	No	No	Yes	Statewide
Biofit Engineered Products	A - Non-Minority	No	Yes	Yes	Statewide
Blockhouse Company Inc.	A - Non-Minority	No	No	No	Statewide
Darran Furniture Industries, Inc.	A - Non-Minority	No	No	Yes	Statewide
ErgoGenesis Workplace Solutions, LLC	A - Non-Minority	No	No	No	Statewide
ESI Ergonomic Solutions	A - Non-Minority	No	No	Yes	Statewide

[Contractors - John Savoy and Son, Inc.](#)

[Contractors - Keilhauer LTD](#)

[Contractors - Kimball International Brands, Inc. \(formerly Kimball Office, Inc.\)](#)

[Contractors - Knoll, Inc.](#)

[Contractors - KNU, LLC](#)

[Contractors - Krueger International, Inc. dba KI](#)

[Contractors - Krug, Inc.](#)

[Contractors - ModuForm, Inc.](#)

[Contractors - Neutral Posture, Inc.](#)

[Contractors - Nightingale Corporation](#)

[Contractors - Norix Group, Inc.](#)

[Contractors - Office Master, Inc.](#)

[Contractors - OFS Brands, Inc.](#)

[Contractors - Palmer Hamilton, LLC.](#)

[Contractors - Safco Products Co.](#)

[Contractors - Sauder Manufacturing Company dba WIELAND, Sauder Education, and Butler Human Services](#)

[Contractors - Sedia Systems, Inc. dba Sedia Systems](#)

[Contractors - Source International Corporation of MA](#)

[Contractors - Spec Furniture, Inc.](#)

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[Contractors - The Gunlocke Company, LLC](#)

[Contractors - The HON Company, LLC](#)

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<u>Evans Consoles, Inc.</u>	A - Non-Minority	No	No	No	Statewide
<u>Exemplis, LLC</u>	A - Non-Minority	No	No	Yes	Statewide
<u>Fleetwood Group</u>	A - Non-Minority	No	Yes	Yes	Statewide
<u>Global Industries, Inc. dba Global Furniture Group</u>	A - Non-Minority	No	Yes	Yes	Statewide
<u>Groupe Lacasse, LLC</u>	A - Non-Minority	No	No	Yes	Statewide
<u>Haworth, Inc.</u>	A - Non-Minority	No	No	Yes	Statewide
<u>Herman Miller, Inc.</u>	A - Non-Minority	No	No	No	Statewide
<u>Hertz Furniture Systems, LLC.</u>	A - Non-Minority	No	Yes	Yes	Statewide
<u>High Point Furniture Industries, Inc.</u>	A - Non-Minority	No	No	Yes	Statewide
<u>Humanscale Corporation</u>	A - Non-Minority	No	No	Yes	Statewide
<u>Indiana Furniture Industries, Inc.</u>	A - Non-Minority	No	No	Yes	Statewide
<u>Integra, Inc.</u>	A - Non-Minority	No	No	Yes	Statewide
<u>Jasper Seating Company, Inc.</u>	A - Non-Minority	No	No	Yes	Statewide
<u>John Savoy and Son, Inc.</u>	A - Non-Minority	No	Yes	Yes	Statewide
<u>Keilhauer LTD</u>	A - Non-Minority	No	No	Yes	Statewide
<u>Kimball International Brands, Inc. (formerly Kimball Office, Inc.)</u>	A - Non-Minority	No	No	Yes	Statewide
<u>Knoll, Inc.</u>	A - Non-Minority	No	No	Yes	Statewide
<u>KNU, LLC</u>	A - Non-Minority	No	No	Yes	Statewide

Krueger International, Inc. dba KI	A - Non-Minority	No	Yes	Yes	Statewide
Krug, Inc.	A - Non-Minority	No	No	Yes	Statewide
ModuForm, Inc.	A - Non-Minority	No	Yes	Yes	Statewide
Neutral Posture, Inc.	A - Non-Minority	No	No	Yes	Statewide
Nightingale Corporation	A - Non-Minority	No	Yes	Yes	Statewide
Norix Group, Inc.	A - Non-Minority	No	Yes	Yes	Statewide
Office Master, Inc.	A - Non-Minority	No	No	Yes	Statewide
OFS Brands, Inc.	A - Non-Minority	No	No	Yes	Statewide
Palmer Hamilton, LLC.	A - Non-Minority	No	Yes	Yes	Statewide
Safco Products Co.	A - Non-Minority	No	No	Yes	Statewide
Sauder Manufacturing Company dba WIELAND, Sauder Education, and Butler Human Services	A - Non-Minority	No	Yes	Yes	Statewide
Sedia Systems, Inc. dba Sedia Systems	A - Non-Minority	No	Yes	Yes	Statewide
Source International Corporation of MA	A - Non-Minority	No	No	No	Statewide
Spec Furniture, Inc.	A - Non-Minority	No	No	Yes	Statewide
Steelcase, Inc.	A - Non-Minority	No	No	Yes	Statewide
Teknion, LLC	A - Non-Minority	No	No	Yes	Statewide
The Gunlocke Company, LLC	A - Non-Minority	No	No	Yes	Statewide
The HON Company, LLC	A - Non-Minority	No	No	Yes	Statewide

Trendway Corporation	A - Non-Minority	No	No	Yes	Statewide
Trinity Furniture, Inc.	A - Non-Minority	No	No	Yes	Statewide
Workrite Ergonomics, LLC	A - Non-Minority	No	No	Yes	Statewide

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Haworth, Inc.

CBE Code	Florida Climate Friendly Preferred Products	Recycled Products	Utilizes Authorized Resellers	Coverage Area
A - Non-Minority	No	No	Yes	Statewide

FEIN: 38-6053093

Website: <https://www.haworth.com>

Customer Contact

Name: HEATHER PACKARD

Email: heather.packard@haworth.com

Phone: 813-255-4757

Address: ONE HAWORTH CENTER, HOLLAND, MI 49423-9576

Contract Administrator

Name: HAYLEIGH BOSMEIJER

Email: hayleigh.bosmeijer@haworth.com

Phone: 616-393-3000

Address: ONE HAWORTH CENTER, HOLLAND, MI 49423-9576

Authorized Resellers

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Subcontractor/Dealer/Reseller Information Form

Contract Name: Furniture
Contract Number: 56120000-19-ACS
Contractor Name: Haworth, Inc.

***** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY *****

Counties Served: If the subcontractor/dealer/reseller does not provide products/services statewide, press **Ctrl + M** to unhide the columns after Column M (Approved Date) and select "Y" for each county served; press **Ctrl + Q** to rehide the columns.

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Pricing

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Contractor Information Summary

Updated: August 08, 2023

GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC69509	9to5 Seating LLC 3211 Jack Northrop Ave Hawthorne, CA 90250 FEIN#: 84-3720624 VID#: 1100263571	Contractor Information Pricing Information Authorized Dealer Listing
PC68274	A2S Inc. 400 Oser Avenue Suite 1650 Hauppauge, NY 11788 FEIN#: 30-1012200 VID#: 1100211002	Contractor Information Pricing Information Authorized Dealer Listing
PC68275 WBE SB	A.F.C. Industries Inc. 13-166 133 Place College Point, NY 11356 FEIN#: 11-3225387 VID#: 1100003175	Contractor Information Pricing Information Authorized Dealer Listing
PC68276	Affordable Interior Systems Inc. 25 Tucker Drive Leominster, MA 01453 FEIN#: 04-3489948 VID#: 1100059011	Contractor Information Pricing Information Authorized Dealer Listing
PC68277	Agati, Inc. 1219 W Lake Street Chicago, IL 60607 FEIN#: 36-3529331 VID#: 1000009198	Contractor Information Pricing Information Authorized Dealer Listing
PC68278	Allseating Corporation 5800 Avebury Road – Unit 3 Mississauga, ON L5R3M3 Canada FEIN#: 98-0110664 VID#: 1000009836	Contractor Information Pricing Information Authorized Dealer Listing
PC68279	Allsteel, Inc. 2210 Second Avenue Muscatine, IA 52761 FEIN#: 36-0717079 VID#: 1000009164	Contractor Information Pricing Information Authorized Dealer Listing
PC68280	Alumni Classroom Furniture, Inc. 210 Regina Street North Waterloo, Ontario N2J3B6 Canada FEIN#: 98-0619213 VID#: 1100097011	Contractor Information Pricing Information Authorized Dealer Listing
PC68281	Amcase, Inc. 2880 Ridgewood Park Drive Winston-Salem, NC 27107 FEIN#: 56-1443271 VID#: 1000009507	Contractor Information Pricing Information Authorized Dealer Listing
PC68282	AmTab Manufacturing Corporation 652 N. Highland Avenue Aurora, IL 60506 FEIN#: 20-5211622 VID#: 1100081030	Contractor Information Pricing Information Authorized Dealer Listing
PC68283	Arcadia Chair Company 5692 Fresca Drive LaPalma, CA 90623 FEIN#: 95-2981958 VID#: 1000042327	Contractor Information Pricing Information Authorized Dealer Listing



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OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68284	Arconas Corporation 5700 Keaton Crescent Mississauga, Ontario L5R3H5 FEIN#: 98-0212386 VID#: 1100021809	Contractor Information Pricing Information Authorized Dealer Listing
PC68285	ADI Art Design International, Inc. 3450 1 st Street Hubert, Quebec J3Y8Y5 Canada FEIN#: 10-0052893 VID#: 1100066655	Contractor Information Pricing Information Authorized Dealer Listing
PC68286	Artco-Bell Corporation 1302 Industrial Blvd Temple, TX 76504 FEIN#: 74-2236641 VID#: 1000057867	Contractor Information Pricing Information Authorized Dealer Listing
PC68287	Artopex, Inc. 800 Vadnais Street Granby, Quebec, Canada J2J1A7 FEIN#: 98-0149704 VID#: 1000045263	Contractor Information Pricing Information Authorized Dealer Listing
PC68288	ASSA Group D/B/A Enwork 12900 Christopher Drive Lowell, MI 49331 FEIN#: 20-4467006 VID#: 1100081192	Contractor Information Pricing Information Authorized Dealer Listing
PC68289	Aurora Storage Products, Inc. 600 S. Lake Street Aurora, IL 60506-5582 FEIN#: 27-3848171 VID#: 1100049311	Contractor Information Pricing Information Authorized Dealer listing
PC68290	Bay View Industries DBA Surfaceworks 7821 South 10 th Street Oak Creek, WI 53154 FEIN#: 39-0874653 VID #: 1100210979	Contractor Information Pricing Information Authorized Dealer Listing
PC68291	Biofit Engineered Products, Inc. 15500 Biofit Way Bowling Green, OH 43402 FEIN#: 52-1819340 VID#: 1000040912	Contractor Information Pricing Information Authorized Dealer Listing
PC68292	Blockhouse Company, Inc. 3285 Farmtrail Road York, PA 17406 FEIN#: 23-2105251 VID#: 1000008906	Contractor Information Pricing Information Authorized Dealer Listing
PC68293	Brodart Company 280 North Road McElhattan, PA 17748 FEIN#: 23-2248758 VID#: 1000008909	Contractor Information Pricing Information Authorized Dealer Listing
PC68294	Bush Industries Inc. One Mason Drive Jamestown, NY 14702 FEIN#: 16-0837346 VID#: 1100044518	Contractor Information Pricing Information Authorized Dealer Listing



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PC68296	Case Systems, Inc. 2700 James Savage Road Midland, MI 48642 FEIN#: 38-3139894 VID#: 1000009254	Contractor Information Pricing Information Authorized Dealer Listing
PC68491	CBT Supply Inc. 83 Jacobs Road Rockaway, NJ 07866 FEIN#: 52-2285066 VID#: 1000032062	Contractor Information Pricing Information Authorized Dealer Listing
PC68297	Claridge Products & Equipment, Inc. 601 Hwy 62-65 South Harrison, AR 72601-6148 FEIN#: 71-0302078 VID#: 1100005935	Contractor Information Pricing Information Authorized Dealer Listing
PC69588	Columbia Manufacturing Inc. 1 Cycle Street Westfield, MA 01085 FEIN#: 84-3228219 VID#: 1100271728	Contractor Information Pricing Information Authorized Dealer Listing
PC68300	Commercial Furniture Group, Inc. 810 West Highway 25-70 Newport, TN 37821 FEIN#: 43-0730877 VID#: 1100042354	Contractor Information Pricing Information Authorized Dealer Listing
PC68301	Community Products, LLC D/B/A Community Playthings 2032 Route 213 Rifton, NY 12471 FEIN#: 14-1803009 VID#: 1000014386	Contractor Information Pricing Information Authorized Dealer Listing
PC68303	Computer Comforts 367 Columbia Memorial Pkwy Kemah, TX 77565-3187 FEIN #: 76-0463011 VID #: 1000009682	Contractor Information Pricing Information Authorized Dealer Listing
PC68321	Concept Seating Government LLC 3205 N 124 th St Brookfield, WI 53029 FEIN#: 32-0395327 VID#: 1100110325	Contractor Information Pricing Information Authorized Dealer Listing
PC68306	DACO Limited Partnership D/B/A Dauphin North America 100 Fulton Street Boonton, NJ 07005 FEIN#: 22-3258679 VID#: 1000008829	Contractor Information Pricing Information Authorized Dealer Listing



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PC68307 WB	DARRAN Furniture Industries, Inc. D/B/A DARRAN Furniture 2402 Shore Street High Point, NC 27263 FEIN#: 56-1171971 VID#: 1000009503	Contractor Information Pricing Information Authorized Dealer Listing
PC68308	Datum Filing Systems, Inc. D/B/A Datum Storage Solutions 89 Church Road Emigsville, PA 17318 FEIN#: 11-2156739 VID#: 1000005608	Contractor Information Pricing Information Authorized Dealer Listing
PC68310	DCI, Inc. 265 South Main Street Lisbon, NH 03585 FEIN#: 02-0353614 VID#: 1000010914	Contractor Information Pricing Information Authorized Dealer Listing * Authorized Dealer Listing
PC68313	Demco Inc. 4810 Forest Run Road Madison, WI 53704 FEIN#: 39-1311089 VID#: 1000031618	Contractor Information Pricing Information Authorized Dealer Listing
PC68314	Ditto Sales, Inc. D/B/A Versteel 2332 Cathy Lane Jasper, IN 47546 FEIN#: 35-1176142 VID#: 1000009152	Contractor Information Pricing Information Authorized Dealer Listing
PC68315	Diversified Woodcrafts, Inc. 300 South Kreuger Street Suring, WI 54174 FEIN#: 39-1909150 VID#: 1000041367	Contractor Information Pricing Information Authorized Dealer Listing
PC68316	DSI Inc. D/B/A ofgo Studios 452 Millway Avenue Unit 2 Concord, ON L4K 3V7 FEIN#: 12-7487262 VID#: 1100213971	Contractor Information Pricing Information Authorized Dealer Listing
PC68319 SB	Eminence Group, Inc. D/B/A Colecraft Commercial Furnishings 1021 Allen Street Jamestown, NY 14701 FEIN#: 75-3065762 VID#: 1000009677	Contractor Information Pricing Information Authorized Dealer Listing
PC68322	Environamics, Inc. 13935 South Point Blvd Charlotte, NC 28273 FEIN#: 56-1278052 VID#: 1100025228	Contractor Information Pricing Information Authorized Dealer Listing
PC68323	Ergo-Industrial Seating Systems, Inc. D/B/A Ergocentric Seating Systems, Inc. 275 Superior Blvd Mississauga, ON L5T 2L6 FEIN#: 98-0370491 VID#: 1100209576	Contractor Information Pricing Information Authorized Dealer Listing



Contractor Information Summary

Updated: August 08, 2023

GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68324	ErgoFlex Systems Inc. D/B/A Xybix Systems Inc. 8207 Southpark Circle Littleton CO 80120 FEIN#: 84-1174133 VID#: 1100041422	Contractor Information Pricing Information Authorized Dealer Listing
PC68325	ErgoGenesis Workplace Solutions, LLC 1 BodyBilt Place Navasota, TX 77868 FEIN#: 04-3719728 VID#: 1000020460	Contractor Information Pricing Information Authorized Dealer Listing * Authorized Dealer Listing
PC68326	Ergonom Corporation D/B/A ERG International 361 N Bernoulli Circle Oxnard, CA 93030 FEIN#: 95-3669370 VID#: 1000009824	Contractor Information Pricing Information Authorized Dealer Listing
PC68332	ESI Ergonomic Solutions A Division of Fellowes, Inc. 4030 E. Quenton Drive Mesa, AZ 85215 FEIN#: 36-0770670 VID#: 1000031405	Contractor Information Pricing Information Authorized Dealer Listing
PC68327	Evans Consoles Incorporated 1577 Spring Hill Road, Suite 110 Vienna, VA 22182 FEIN#: 93-1118833 VID#: 1000049176	Contractor Information Pricing Information Authorized Dealer Listing
PC68328	Exemplis, LLC D/B/A SitOnIt Seating, IDOEN, Symmetry 6415 Katella Avenue Cypress, CA 90630 FEIN#: 33-0697684 VID#: 1000009099	Contractor Information Pricing Information Authorized Dealer Listing
PC68329	F. E. Hale Manufacturing Co. D/B/A Hale Manufacturing Co. 11206 Cosby Manor Road Utica, NY 13502 FEIN#: 15-0330340 VID#: 1000007320	Contractor Information Pricing Information Authorized Dealer Listing
PC68330	Fairway Holdings, Inc. D/B/A Berco Furniture Solutions 111 Winnebago St. St. Louis, MO 63118 FEIN#: 20-2516208 VID#: 1100092472	Contractor Information Pricing Information Authorized Dealer Listing
PC68333	Fleetwood Group 11832 James Street Holland, MI 49424 FEIN#: 38-1880634 VID#: 1100011628	Contractor Information Pricing Information Authorized Dealer Listing
PC68601	Foliot Furniture Pacific Inc. 7000 Placid Street Las Vegas, NV 89119 FEIN#: 42-1769776 VID#: 1100228940	Contractor Information Pricing Information Authorized Dealer Listing



Contractor Information Summary

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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68335 SB	Furniture Pro Corporation 6 Wayne Road Spring Valley, NY 10977-1407 FEIN#: 20-4425487 VID#: 1100044884	Contractor Information Pricing Information Authorized Dealer Listing
PC68336	Global Industries, Inc. D/B/A Global Furniture Group 17 West Stow Road Marlton, NJ 08053 FEIN#: 52-0953534 VID#: 1000009419	Contractor Information Pricing Information Authorized Dealer Listing
PC68337	Grand Rapids Chair Company 625 Chestnut SW Grand Rapids, MI 49503 FEIN#: 38-3249793 VID#: 1100050280	Contractor Information Pricing Information Authorized Dealer Listing
PC68340	Groupe Lacasse, LLC 222 Merchandise Mart Plaza, Suite 1042 Chicago, IL 60654 FEIN#: 38-3504222 VID#: 1000009256	Contractor Information Pricing Information Authorized Dealer Listing
PC68342	Hancock & Moore, LLC D/B/A Cabot Wrenn 401 11 th Street NW Hickory, NC 28601 FEIN#: 38-3974409 VID#: 1100157766	Contractor Information Pricing Information Authorized Dealer Listing
PC68344	Haskell Office, LLC 273 Montgomery Avenue Bala Cynwyd, PA 19004 FEIN#: 45-0468701 VID#: 1100042574	Contractor Information Pricing Information Authorized Dealer Listing
PC68345	Haworth, Inc. One Haworth Center Holland, MI 49423 FEIN#: 38-6053093 VID#: 1000009261	Contractor Information Pricing Information Authorized Dealer Listing
PC68347	Herman Miller, Inc. 855 East Main Avenue Zeeland, MI 49464 FEIN#: 38-0837640 VID#: 1000009239	Contractor Information Pricing Information Authorized Dealer Listing
PC68348	Hertz Furniture Systems, LLC 170 Williams Drive Suite 201 Ramsey, NJ 07446 FEIN#: 22-3795977 VID#: 1000008875	Contractor Information Pricing Information Authorized Dealer Listing
PC68349	Hickory Business Furniture 900 12 th Street Drive NW Hickory, NC 28601 FEIN#: 74-3255576 VID#: 1000034325	Contractor Information Pricing Information Authorized Dealer Listing
PC68350	High Point Furniture Industries, Inc. 1104 Bedford Street High Point, NC 27263 FEIN#: 56-0671724 VID#: 1000009499	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68351	HLF Furniture, Inc. 44001 Van Born Rd. Belleville, MI 48111 FEIN#: 38-2275260 VID#: 1100044770	Contractor Information Pricing Information Authorized Dealer Listing
PC68352	Humanscale Corporation 220 Circle Drive North Piscataway, NJ 08854 FEIN#: 11-2793425 VID#: 1000005781	Contractor Information Pricing Information Authorized Dealer Listing *Authorized Dealer Listing
PC68353	IMF Solutions, LLC D/B/A Invincible Office Furniture Solutions 842 S. 26 th St. Manitowoc, WI 54220 FEIN#: 26-2618575 VID#: 1100041982	Contractor Information Pricing Information Authorized Dealer Listing
PC68354	Indiana Furniture Industries, Inc. D/B/A Indiana Furniture 1224 Mill St. Jasper, IN 47546 FEIN#: 35-0408870 VID#: 1100064886	Contractor Information Pricing Information Authorized Dealer Listing
PC68355 SB SUSPENDED	Inscape D/B/A Inscape Office Specialty 221 Lister Avenue Falconer, NY 14733 FEIN#: 51-0391804 VID#: 1000009402	Contractor Information Pricing Information Authorized Dealer Listing
PC68356	Integra, Inc. 807 Wisconsin Street Walworth, WI 53184 FEIN#: 39-1680798 VID#: 1000042465	Contractor Information Pricing Information Authorized Dealer Listing
PC68357 SB	Interior Resources USA LLC 3920 Veterans HWY, Suite 5B Bohemia, NY 11716 FEIN#: 82-3112367 VID#: 1100196993	Contractor Information Pricing Information Authorized Dealer Listing
PC68358	Jasper Seating Co., Inc. D/B/A Jasper Group; JSI; Community; Klem 225 Clay St. Jasper, Indiana 47547-0231 FEIN#: 35-0420370 VID#: 1000009147	Contractor Information Pricing Information Authorized Dealer Listing
PC68359	John Savoy & Son, Inc. 300 Howard Street Montoursville, PA 17754 FEIN#: 24-0817525 VID#: 1000008973	Contractor Information Pricing Information Authorized Dealer Listing
PC68360	JonTi-Craft Inc. 171 Hwy 68 Wabasso, MN 56293 FEIN#: 41-1363704 VID#: 1000019658	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68361	Kaplan Early Learning Company 1310 Lewisville-Clemmons Rd. Lewisville, NC 27023 FEIN#: 56-0935286 VID#: 1000009500	Contractor Information Pricing Information Authorized Dealer Listing
PC68362	Keilhauer LTD 1450 Birchmount Road Toronto, Ontario M1P2E3 Canada FEIN#: 98-1064108 VID#: 1100117545	Contractor Information Pricing Information Authorized Dealer Listing
PC68363	KFI Furniture LLC 1533 Bank Street Louisville, KY 40201 FEIN#: 81-2819355 VID#: 1100183926	Contractor Information Pricing Information Authorized Dealer Listing
PC68364	Kimball International Brands, Inc. 1600 Royal St Jasper, IN 47549 FEIN#: 35-1688210 VID#: 1000009156	Contractor Information Pricing Information Authorized Dealer Listing
PC68365	Knoll, Inc. 1235 Water Street East Greenville, PA 18041 FEIN#: 13-3873847 VID#: 1000006487	Contractor Information Pricing Information Authorized Dealer Listing
PC68366	KNU, LLC D/B/A La-Z-Boy Contract Furniture One Best Drive Ferdinand, IN 47532 FEIN#: 20-2599789 VID#: 1100106929	Contractor Information Pricing Information Authorized Dealer Listing
PC68367	Krueger International, Inc. D/B/A KI 1330 Bellevue Street Box 8100 Green Bay, WI 54308-8100 FEIN#: 39-1375589 VID#: 1000009272	Contractor Information Pricing Information Authorized Dealer Listing
PC68368	Krug, Inc. 421 Manitou Drive Kitchener, ON N2C 1L5 Canada FEIN#: 98-0205609 VID#: 1000009838	Contractor Information Pricing Information Authorized Dealer Listing
PC68369	Lakeshore Equipment Company D/B/A Lakeshore Learning Materials 2695 E Dominquez St Carson, CA 90895 FEIN#: 94-1525814 VID#: 1000009785	Contractor Information Pricing Information Authorized Dealer Listing
PC69524	Leeder Furniture LLC 927 S. 8 th Street, Suite 306 Manitowoc, WI 542 20 FEIN#: 87-2425774 VID#: 1100267003	Contractor Information Pricing Information Authorized Dealer Listing
PC68372	Leland International, Inc. 5695 Eagle Drive SE Grand Rapids, MI 49512 FEIN#: 38-3136374 VID#: 1100034477	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68373	Lesro Industries, Inc. One Griffin Road SouthBloomfield, CT 06002 FEIN#: 06-0898258 VID#: 1100101268	Contractor Information Pricing Information Authorized Dealer Listing
PC68374	Liat, LLC D/B/A Jasper Library Furniture 694 North Main St Troutman, NC 28166 FEIN#: 27-0375847 VID#: 1000044678	Contractor Information Pricing Information Authorized Dealer Listing
PC68375 SUSPENDED	Library Interiors, Inc. 35 Beaverson Boulevard, Suite 2C Brick, NJ 08723 FEIN#: 22-2589756 VID#: 1000008774	Contractor Information Pricing Information Authorized Dealer Listing
PC69555	Mediatechnologies, LLC 892 Industrial Park Drive Shelby, MI 49455 FEIN#: 87-3322331 VID#: 1100270665	Contractor Information Pricing Information Authorized Dealer Listing
PC68378	Mesa Contract Inc. 4750 Shelburne Road Shelburne, VT 05482 FEIN#: 03-0360066 VID#: 1000010971	Contractor Information Pricing Information Authorized Dealer Listing
PC68379	Metalworks, Inc. D/B/A Great Openings 902 4th Street Ludington, MI 49431 FEIN#: 38-1898020 VID#: 1100152810	Contractor Information Pricing Information Authorized Dealer Listing
PC68381	MiEN Company 2547 3 Mile Road NW Grand Rapids, MI 49534 FEIN#: 46-1451810 VID#: 1100209170	Contractor Information Pricing Information Authorized Dealer Listing
PC68382	Mitchell Furniture Systems, Inc. 1700 West St. Paul Ave. Milwaukee, WI 53233 FEIN#: 39-1720095 VID#: 1000057674	Contractor Information Pricing Information Authorized Dealer Listing
PC68383	Mity Lite, Inc. 1301 W 400 N Orem, UT 84057 FEIN#: 87-0652595 VID#: 1000009754	Contractor Information Pricing Information Authorized Dealer Listing
PC68384	Mobilier De Bureau Logiflex, Inc. D/B/A Logiflex 1235 CH ST-Roch Nord Sherbrooke, Quebec, J1N0H2, Canada FEIN#: 98-0196946 VID#: 1000005165	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)			
Award Number:	23109	Contract Period	December 02, 2018 - December 01, 2023
PC68385	ModuForm, Inc. 172 Industrial Road Fitchburg, MA 01420 FEIN#: 04-2592969 VID#: 1000005256		Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68386	Montel Aetnastak, Inc. 1170 Highway A1A Satellite Beach, FL 32937 FEIN#: 59-3257672 VID#: 1000009576	Contractor Information Pricing Information Authorized Dealer Listing
PC68388 WB	Neutral Posture, Inc. 3904 N. Texas Avenue Bryan, TX 77803 FEIN#: 74-2983577 VID#: 1000009655	Contractor Information Pricing Information Authorized Dealer Listing
PC68389	New England Woodcraft Inc. 481 North Street Forest Dale VT 05745 FEIN#: 03-0265306 VID#: 1100010708	Contractor Information Pricing Information Authorized Dealer Listing
PC69556	Nickerson NY, LLC 11 Moffitt Boulevard Bay Shore, NY 11706 FEIN#: 06-0905538 VID#: 1000005344	Contractor Information Pricing Information Authorized Dealer Listing
PC68391	Nightingale Corporation 2301 Dixie Road Mississauga, Ontario L4Y1Z9 FEIN#: 98-0383583 VIN#: 1000009839	Contractor Information Pricing Information Authorized Dealer Listing
PC68392	Norix Group, Inc. One Innovation Drive West Chicago, IL 60185 FEIN#: 36-3257149 VID#: 1000009196	Contractor Information Pricing Information Authorized Dealer Listing
PC68394	NOVA Solutions Inc. 421 West Industrial Avenue Effingham, IL 62401 FEIN#: 37-1343933 VID#: 1000009228	Contractor Information Pricing Information Authorized Dealer Listing
PC68395	NPS Public Furniture Corporation D/B/A National Public Seating 149 Entin Road Clifton, NJ 07014 FEIN#: 45-1215935 VID#: 1100019951	Contractor Information Pricing Information Authorized Dealer Listing
PC68396	Office Master, Inc. 1110 South Mildred Avenue Ontario, CA 91761 FEIN#: 33-0151691 VID#: 1100037288	Contractor Information Pricing Information Authorized Dealer Listing
PC68397	OFS Brands, Inc. 1204 E 6 th Street Huntingburg, IN 47542 FEIN#: 30-0056548 VID#: 1000009065	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68399	Palmer Hamilton, LLC 143 S. Jackson Street Elkhorn, WI 53121 FEIN#: 20-1201862 VID#: 1100046040	Contractor Information Pricing Information Authorized Dealer Listing
PC68400	Palmieri Furniture Limited 1230 Reid Street Richmond Hill, ON L4B 1C4 Canada FEIN#: 10-4055066 VID#: 1100014358	Contractor Information Pricing Information Authorized Dealer Listing
PC68401	Paragon Furniture, LP 2224 E. Randol Mill Road Arlington, TX 76011 FEIN#: 75-2968750 VID#: 1000045146	Contractor Information Pricing Information Authorized Dealer Listing
PC68402	PS Furniture Inc. 3270 Blazer Parkway – Suite 102 Lexington, KY 40509 FEIN#: 25-1590625 VID#: 1000042271	Contractor Information Pricing Information Authorized Dealer Listing
PC68404	Rapp Productions Inc. D/B/A FurnitureLab 103 W. Weaver Street Carrboro, NC 27510 FEIN#: 56-1806405 VID#: 1100043404	Contractor Information Pricing Information Authorized Dealer Listing
PC68405 SB	Raynor Marketing LTD D/B/A Eurotech Seating 525 Hempstead Turnpike West Hempstead, NY 11552 FEIN#: 11-2510441 VID#: 1100043335	Contractor Information Pricing Information Authorized Dealer Listing
PC68403	R.T. London Company 1642 Broadway Avenue, NW Grand Rapids, MI 49504 FEIN#: 38-2870949 VID#: 1100040958	Contractor Information Pricing Information Authorized Dealer Listing
PC68406	Russ Bassett Corporation 8189 Byron Road Whittier, CA 90606 FEIN#: 95-4113430 VID#: 1000032926	Contractor Information Pricing Information Authorized Dealer Listing
PC68407	Safco Products Company 9300 West Research Center Road New Hope, MN 55428 FEIN#: 41-0911459 VID#: 1100039932	Contractor Information Pricing Information Authorized Dealer Listing
PC68408	Sauder Manufacturing Company D/B/A WIELAND, Sauder Education, and Butler Human Services 930 West Barre Road Archbold, OH 43502 FEIN#: 34-4407705 VID#: 1000009140	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68409	Scholar Craft Products, Inc. One Scholar Craft Parkway Birmingham, AL 35217 FEIN#: 63-0835284 VID#: 1000009610	Contractor Information Pricing Information Authorized Dealer Listing
PC68411	School Outfitters, LLC D/B/A School Outfitters 3736 Regent Avenue Cincinnati, OH 45212 FEIN#: 61-1341943 VID#: 0001663227	Contractor Information Pricing Information Authorized Dealer Listing
PC69390	School Specialty, LLC 100 Paragon Parkway Mansfield, OH 44903 FEIN#: 85-2162684 VID#: 1100257675	Contractor Information Pricing Information Authorized Dealer Listing
PC68412 WB SB	Seating, Inc. 60 N. State Street Nunda, NY 14517 FEIN#: 16-1344044 VID#: 1000008061	Contractor Information Pricing Information Authorized Dealer Listing
PC68414	Sedia Systems, Inc. D/B/A Sedia Systems 1820 West Hubbard Street, Suite 300 Chicago, IL 60622 FEIN#: 20-2278815 VID#: 1000052711	Contractor Information Pricing Information Authorized Dealer Listing
PC68415	Senator International Inc D/B/A Allermuir 4111 N. Jerome Road Maumee, OH 43537 FEIN#: 20-8744510 VID#: 1100016625	Contractor Information Pricing Information Authorized Dealer Listing
PC68416	SICO America, Inc. 7525 Cahill Road Minneapolis, MN 55439 FEIN#: 41-1763365 VID#: 1100004186	Contractor Information Pricing Information Authorized Dealer Listing
PC68418	Smith System Manufacturing Company, Inc. 1150 Luna Rd Carrollton, TX 75006 FEIN#: 41-1424908 VID#: 1100027322	Contractor Information Pricing Information Authorized Dealer Listing
PC68419	Source International Corp. 17 Gilmore Drive Sutton, MA 01590 FEIN#: 04-2752053 VID#: 1000005264	Contractor Information Pricing Information Authorized Dealer Listing
PC68420	Spacesaver Storage Systems D/B/A Spacesaver Corporation 1450 Janesville Ave Fort Atkinson, WI 53538 FEIN#: 39-1383557 VID#: 1100004184	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68421	Spec Furniture, Inc. 165 City View Drive Toronto, Ontario M9W5B1 Canada FEIN#: 98-0171352 VID#: 1000049183	Contractor Information Pricing Information Authorized Dealer Listing
PC68422	Special-T LLC 11820 Will Road, Suite 140 Alpharetta, GA 30009 FEIN#: 81-2612288 VID#: 1100208175	Contractor Information Pricing Information Authorized Dealer Listing
PC68423	Spectrum Industries, Inc. 925 First Avenue Chippewa Falls, WI 54729-0400 FEIN#: 39-1094074 VID#: 1000009267	Contractor Information Pricing Information Authorized Dealer Listing
PC68424	Stance Healthcare, Inc. 45 Goodrich Drive Kitchener, ON N2C 0B8 FEIN#: 98-1053988 VID#: 1100218541	Contractor Information Pricing Information Authorized Dealer Listing
PC68425	Steelcase, Inc. 901 44 th Street SE Grand Rapids, MI 49508 FEIN#: 38-0819050 VID#: 1000009238	Contractor Information Pricing Information Authorized Dealer Listing
PC68426	Stylex, Inc. PO Box 5038 Delanco, NJ 08075 FEIN#: 21-0632589 VID#: 1000008694	Contractor Information Pricing Information Authorized Dealer Listing
PC68427	Swiftspace Inc. 925 Trillium Drive Kitchener, ON N2R 1J9 FEIN#: 98-1118042 VID#: 1100174093	Contractor Information Pricing Information Authorized Dealer Listing
PC68428	TAB Products Co, LLC 605 Fourth Street Mayville, WI 53050 FEIN#: 52-2390162 VID#: 1000040933	Contractor Information Pricing Information Authorized Dealer Listing
PC68429	Teknion, LLC 350 Fellowship Road, Suite 100 Mount Laurel, NJ 08054 FEIN#: 22-3785040 VID#: 1000008872	Contractor Information Pricing Information Authorized Dealer Listing
PC68430	Tesco Industries, LP 1035 East Hacienda Bellville, TX 77418 FEIN#: 74-1850608 VID#: 1000057866	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68431	The Gunlocke Company LLC One Gunlocke Drive Wayland, NY 14572 FEIN#: 22-3887942 VID#: 1000008879	Contractor Information Pricing Information Authorized Dealer Listing
PC68432	The HON Company 200 Oak Street Muscatine, IA 52761 FEIN#: 42-1491474 VID#: 1000009331	Contractor Information Pricing Information Authorized Dealer Listing
PC68434	TMC Furniture, Inc. 119 East Ann Street Ann Arbor, MI 48104 FEIN#: 38-3430617 VID#: 1100067261	Contractor Information Pricing Information Authorized Dealer Listing
PC68435	Toledo Furniture Inc. PO Box 431 Stroudsburg, PA 18330 FEIN#: 22-3833777 VID#: 1100101398	Contractor Information Pricing Information Authorized Dealer Listing
PC68436	Transformations by Wieland, Inc. D/B/A Transformations Furniture 310 Racquet Drive Fort Wayne, IN 46825 FEIN#: 35-2014386 VID#: 1000053000	Contractor Information Pricing Information Authorized Dealer Listing
PC68438	Trendway Corporation 13467 Quincy Street Holland, MI 49424 FEIN#: 38-1864337 VID#: 1000009245	Contractor Information Pricing Information Authorized Dealer Listing
PC68439	Trinity Furniture, Inc. 6089 Kennedy Road Trinity, NC 27370 FEIN#: 56-1414163 VID#: 1100045809	Contractor Information Pricing Information Authorized Dealer Listing
PC68440	Tristate Apartment Furnishers, LLC 431 Timpson Place Bronx, NY 10455 FEIN#: 13-4018400 VID#: 1100109431	Contractor Information Pricing Information Authorized Dealer Listing
PC68441 SB	United Supply Corporation 250 44 th Street Brooklyn, NY 11232 FEIN#: 11-3309950 VID#: 1000024756	Contractor Information Pricing Information Authorized Dealer Listing
PC68444	VS America, Inc. 1940 Abbott Street Charlotte, NC 28203 FEIN#: 51-0469322 VID#: 1100042617	Contractor Information Pricing Information Authorized Dealer Listing
PC68445	WB Manufacturing, LLC D/B/A Wisconsin Bench 507 E. Grant Street Thorp, WI 54771 FEIN#: 81-4729294 VID#: 1100213951	Contractor Information Pricing Information Authorized Dealer Listing



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GROUP 20915 – FURNITURE, ALL TYPES (except hospital room and patient handling) (STATEWIDE)		
Award Number: 23109 Contract Period December 02, 2018 - December 01, 2023		
OGS CONTRACT NUMBER	CONTRACTOR INFORMATION	CONTRACT SPECIFICS
PC68446	Workrite Ergonomics Canada, Inc. 950 Warden Avenue Toronto, ON M1L4E3 Canada FEIN#: 98-1318097 VID#: 1100176285	Contractor Information Pricing Information Authorized Reseller Listing
PC68447	Wright Line, LLC 160 Gold Star Boulevard Worcester, MA 01606 FEIN#: 03-0471268 VID#: 1000005229	Contractor Information Pricing Information Authorized Dealer Listing
PC68448	Young Equipment Solutions, Inc. 325 Rabro Drive Hauppauge, NY 11788 FEIN#: 11-2803327 VID#: 1000011915	Contractor Information Pricing Information Authorized Dealer Listing

Contact Information and Terms and Conditions to 23109 Furniture, All Types (except Hospital Room and Patient Handling) (Statewide)

Contractor Name:	Haworth Inc.	
Manufacturer's Product Line(s):	Haworth Inc.	
Categories Offered from Matrix:	1, 2, 3, 5, 6, 7, 8, 9, 10	
New York State Contract #:	PC68345	
FEIN/TIN:	386053093	
NYS Vendor ID#:	1000009261	
MiNority or Women Owned Business Eneterprise (M/WBE):	No	
Service Disabled Veteran Owned Business (SDVOB):	No	
NYS Small Business:	No	

Main Contact:	Zach Anderson
Phone:	616-393-3000
Email:	zach.anderson@haworth.com

For Orders:	Zach Anderson
Phone:	616-393-3000
Email:	zach.anderson@haworth.com
Website:	www.haworth.com

Prompt Payment Discount:	No

Price List Name & Date (Superclass code to bot to m of catalog page)	% Discount off list price (required)	Are Volume Discounts Offered?	Volume Discount	Volume Discount	Volume Discount
UniGroup (AA), Places (BA), Unigroup too (AC); Systems price book dated 5/1/2022	73.79%	Yes	\$1 to \$953,834 73.79%	\$953,835+ 75.82%	
Adaptable Components (CA) Systems Price Book dated 5/1/2022	73.79%	Yes	\$1 to \$953,834 73.79%	\$953,835+ 75.82%	
Improv (JA), System 12 (JA), Look (JA), Seating price book dated 5/1/22	65.50%	No			
Reside (PT), Pip (QA), Composites (QA), Seating price book dated 5/1/2022	55.52%	Yes	\$1 to \$179,856 55.52%	\$179,857+ 56.43%	

Galerie (QA), Hello (QA), seating price book dated 5/1/2022	55.52%	Yes	\$1 to \$179,856 55.52%	\$179,857+ 56.43%	
Tuxedo (QA), to Do (QA), Openest (QA), Riverbend (QA), Seating price book dated 5/1/2022	55.52%	Yes	\$1 to \$179,856 55.52%	\$179,857+ 56.43%	
Pebble (QA), Poppy (QA), Masters Series (RA), seating and private office price books dated 5/1/22	55.52%	Yes	\$1 to \$179,856 55.52%	\$179,857+ 56.43%	
450 Series (TA), Tempo Tables (TA), Planes (TA), Hoop (TA), tables price book dated 5/1/22	60.90%	Yes	\$1 to \$63,939 60.90%	\$63,940 to \$130,548 61.70%	\$130,549+ 62.49%
Immerse (CL), tables price book dated 5/1/22	60.90%	Yes	\$1 to \$63,939 60.90%	\$63,940 to \$130,548 61.70%	\$130,549+ 62.49%
Compose (BC), Premise (FA), Systems price book dated 5/1/2022	70.14%	Yes	\$1 to \$753,516 70.14%	\$753,517+ 71.86%	
X Series Caseloads (FP), X Series Files & Storage (FM), Storage price book dated 5/1/2022	65.50%	No			
V series (VS), Beside (BD), Storage price book dated 5/1/2022	65.50%	No			
Ergo Work tools (YA), Jump Stuff (YA), Boogie Board (YA), Accessories price book dated 5/1/2022	42.15%	Yes	\$1 to \$103,716 42.15%	\$103,717+ 46.63%	
Belong (YA), Accessories price book dated 5/1/2022	42.15%	Yes	\$1 to \$103,716 42.15%	\$103,717+ 46.63%	
Intuity (IN), Systems price book dated 5/1/2022	61.67%	No			
A Series Storage (AT), Storage price book dated 5/1/2022	58%	No			
X99 (X9), Seating price book dated 5/1/2022	62.70%	No			
Enclose (EN), Walls Adaptable Components (EN), Architectural price book dated 5/1/2022	57.50%	No			
Very Task (VT), Seating price book dated 5/1/2022	57.50%	No			
Cassis (SA), Candor (SA), Lively (SA), Seating price book dated 5/1/2022	59.40%	No			
Fern (FN), Seating price book dated 5/1/2022	53.30%	No			
Zody (ZD), Very (VY), Seating price book dated 5/1/2022	57.50%	Yes	\$1 to \$100,000 57.50%	\$100,001+ 62%	
Soji (ST), Seating price book dated 5/1/2022	55.60%	No			
Haworth Health Environments (HC), Haworth Healthcare price book dated 5/1/2022	57.20%	No			
Haworth Collection to Cappellini, Cassina, Poltrona Frau (PF), Haworth collections price book dated 5/1/2022	15.00%	No			
Haworth Collection to Haworth (CH), Haworth collection price book dated 5/1/2022	60.00%	No			

Haworth Collection to Pablo Design (PD) & GAN (GN), Haworth collection price book dated 5/1/2022	10.00%	No
Hop (ED), Jump (ED), Swivel (JV), Jive (JV), Maari (MR), Tables and Seating price books dated 5/1/2022	53.00%	No
Ergotron (ER), Accessories price book dated 5/1/2022	53.00%	No
Authorized Resellers	No	
Authorized Resellers are designated to receive payment directly?	No	
Cal 133 Compliance:	Attached Matrix	
Inside Delivery Cost as % of Final Price:	Downstate	Upstate
	22.0%	18.0%

Delivery (ARO):	5 weeks	5 weeks
Minimum Order:	\$1.00	
Will hoNor orders for less than the minimum order?	Yes	
Contrac to r will hoNor orders for less than the minimum order with the freight prepaid and added to the invoice?	No	
Accepts NYS Procurement Card for orders Not to exceed \$15,000	Does Not Accept	
If No, what limit(s) for NYS Procurement Card?	NA	
Additional Discounts for Procurement Card? (%):	NA	
Restocking Fee (% of net price):	See attached change cancellation policy	
Manufacturer's Warranty:	Attached	

ATTACHMENT 12
CONTRACTOR and RESELLER INFORMATION
(for ordering and contract administration purposes)

CONTRACTOR/COMPANY INFORMATION	
Company Name:	Haworth Inc.
Address (from first page of bid):	One Haworth Center Holland MI 49423
Company Website:	www.haworth.com
Federal ID #:	386053093
NYS Vendor ID #:	1000009261
Contract Administrator Name:	Amy Patnode
Title:	Territory Sales Manager
Email:	amy.patnode@haworth.com
Phone:	315-214-1706
Toll Free Phone:	800-426-8562

SALES/BILLING (if different from above)	
Contact Name:	
Title:	
Address:	
Email:	
Phone:	
Toll Free Phone:	

EMERGENCIES	
Contact Name:	Amy Patnode
Title:	Territory Sales Manager
Address:	4977 Breckenridge Run Syracuse NY 13215
Email:	Amy.patnode@haworth.com
Phone:	315-214-1706
Cell Phone:	315-214-1706

RESELLER INFORMATION	
Company Name:	Bell Yorktown Inc.
Address:	333 Adams Street Bedford Hills NY 10507
Federal ID #:	13-2601292
NYS Vendor ID #:	1100043076
Contact Name:	Peter Mills
Title:	President
Email:	peter.mills@bellofficefurniture.com
Hours of Availability:	Monday – Friday 8:00 am to 5:00 pm
Phone:	914-242-7474
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input checked="" type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take orders <input checked="" type="checkbox"/> Ship Direct <input checked="" type="checkbox"/> Receive Payment *
Restrictions Applicable to this Reseller (if any):	

*If a Reseller is allowed to accept payment they MUST have a NYS Vendor ID

RESELLER INFORMATION	
Company Name:	Syracuse Office Environments
Address:	375 Erie Blvd West Syracuse NY 13202
Federal ID #:	15-0510033
NYS Vendor ID #:	1000007334
Contact Name:	Vincent Sweeney
Title:	President
Email:	vsweeney@soesyr.com
Hours of Availability:	Monday – Friday 8:00 am to 5:00 pm
Phone:	315-476-9091
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input checked="" type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take orders <input checked="" type="checkbox"/> Ship Direct <input checked="" type="checkbox"/> Receive Payment *
Restrictions Applicable to this Reseller (if any):	

RESELLER INFORMATION	
Company Name:	MMR Enterprises Inc. D/B/A Standard Commercial Interiors
Address:	107 Champlain Street Albany NY 12204
Federal ID #:	14-1755454
NYS Vendor ID #:	1000027798
Contact Name:	Megan Lanzetta
Title:	Principal
Email:	megan@scifurniture.com
Hours of Availability:	Monday – Friday 8:00 am to 5:00 pm
Phone:	518-433-0029
MWBE and/or SDVOB Certification:	<input checked="" type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input checked="" type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take orders <input checked="" type="checkbox"/> Ship Direct <input checked="" type="checkbox"/> Receive Payment *
Restrictions Applicable to this Reseller (if any):	

RESELLER INFORMATION	
Company Name:	Image Office Environments LLC
Address:	1154 Route 22 Mountainside NJ 07092
Federal ID #:	20-3069688
NYS Vendor ID #:	1100131590
Contact Name:	Tricia Patricco
Title:	President
Email:	tpatricco@image-office.com
Hours of Availability:	Monday – Friday 8:00 am to 5:00 pm
Phone:	908-301-0074
MWBE and/or SDVOB Certification:	<input checked="" type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input checked="" type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take orders <input checked="" type="checkbox"/> Ship Direct <input checked="" type="checkbox"/> Receive Payment *
Restrictions Applicable to this Reseller (if any):	

*If a Reseller is allowed to accept payment they MUST have a NYS Vendor ID

RESELLER INFORMATION	
Company Name:	Workplace Interiors
Address:	400 Packetts Landing Fairport NY 14450
Federal ID #:	47-3430292
NYS Vendor ID #:	1100143379
Contact Name:	Dave Sweeney
Title:	Partner
Email:	dsweeney@soesyr.com
Hours of Availability:	Monday – Friday 8:00 am to 5:00 pm
Phone:	585-425-7652
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input checked="" type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take orders <input checked="" type="checkbox"/> Ship Direct <input checked="" type="checkbox"/> Receive Payment *
Restrictions Applicable to this Reseller (if any):	

RESELLER INFORMATION	
Company Name:	AC Desk Company Inc.
Address:	249 Elm Place Mineola NY 11501
Federal ID #:	11-2927139
NYS Vendor ID #:	1100108025
Contact Name:	Denise Ingerman
Title:	Office Manager
Email:	dringerman@acdeskonline.com
Hours of Availability:	Monday – Friday 8:00 am to 5:00 pm
Phone:	516-741-7979
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input checked="" type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take orders <input checked="" type="checkbox"/> Ship Direct <input checked="" type="checkbox"/> Receive Payment *
Restrictions Applicable to this Reseller (if any):	

RESELLER INFORMATION	
Company Name:	Workspace Consulting Group
Address:	1 Landmark Square 2 nd Floor Stamford CT 06901
Federal ID #:	27-3088478
NYS Vendor ID #:	1100131588
Contact Name:	Paulina Ribadeneyra
Title:	Owner
Email:	paulina@workspacecg.com
Hours of Availability:	Monday – Friday 8:00 am to 5:00 pm
Phone:	203-548-0305
MWBE and/or SDVOB Certification:	<input checked="" type="checkbox"/> NYS Certified Women Owned <input checked="" type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input checked="" type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take orders <input checked="" type="checkbox"/> Ship Direct <input type="checkbox"/> Receive Payment *
Restrictions Applicable to this Reseller (if any):	

*If a Reseller is allowed to accept payment they MUST have a NYS Vendor ID

RESELLER INFORMATION	
Company Name:	WB Wood NY, LLC
Address:	225 Park Avenue, Suite 201, New York, NY 10003
Federal ID #:	20-2218703
NYS Vendor ID #:	1000008585
Contact Name:	Rena Geloso
Title:	EVP, Administration
Email:	rgeloso@wbwood.com
Hours of Availability:	Monday – Friday 8:00 am to 5:00 pm
Phone:	908-636-2395
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input checked="" type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take orders <input checked="" type="checkbox"/> Ship Direct <input type="checkbox"/> Receive Payment *
Restrictions Applicable to this Reseller (if any):	

RESELLER INFORMATION	
Company Name:	Key International Inc
Address:	315 Madison Ave, Suite 1801, New York, NY 10017
Federal ID #:	11-3081244
NYS Vendor ID #:	1100189138
Contact Name:	Justin DuBeau
Title:	Vice President
Email:	sales@key-intl.com
Hours of Availability:	Monday – Friday 8:00 am to 5:00 pm
Phone:	212-661-2423
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input checked="" type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input checked="" type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take orders <input checked="" type="checkbox"/> Ship Direct <input checked="" type="checkbox"/> Receive Payment *
Restrictions Applicable to this Reseller (if any):	None

RESELLER INFORMATION	
Company Name:	WB Wood NY, LLC
Address:	225 Park Avenue South, Suite 201, New York NY 10003
Federal ID #:	20-2218703
NYS Vendor ID #:	1000008585
Contact Name:	Jennifer Chan
Title:	Project Coordinator
Email:	jchan@wbwood.com
Hours of Availability:	9am – 5pm
Phone:	212-647-6200
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input checked="" type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take orders <input checked="" type="checkbox"/> Ship Direct <input checked="" type="checkbox"/> Receive Payment *
Restrictions Applicable to this Reseller (if any):	None

*If a Reseller is allowed to accept payment they MUST have a NYS Vendor ID

RESELLER INFORMATION	
Company Name:	Commercial Furniture Interiors, Inc.
Address:	264 West 40 th St., Suite 402, New York, NY 10018
Federal ID #:	22-3346304
NYS Vendor ID #:	1100070303
Contact Name:	Stephen Blau
Title:	Vice-President
Email:	sblau@cfioffice.com
Hours of Availability:	9am – 5pm
Phone:	973-699-4120
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input checked="" type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take orders <input checked="" type="checkbox"/> Ship Direct <input checked="" type="checkbox"/> Receive Payment *
Restrictions Applicable to this Reseller (if any):	None

RESELLER INFORMATION	
Company Name:	Workplace Interiors of Buffalo LLC
Address:	815 Hillside Ave Rochester NY 14618
Federal ID #:	92-1309629
NYS Vendor ID #:	1100288312
Contact Name:	Kristen Piekriel
Title:	President
Email:	kpiekriel@workplaceintbuffalo.com
Hours of Availability:	8am – 5pm M-F
Phone:	315-430-7896
MWBE and/or SDVOB Certification:	<input type="checkbox"/> NYS Certified Women Owned <input type="checkbox"/> NYS Certified Minority Owned <input type="checkbox"/> SDVOB
SBE:	<input type="checkbox"/> NYS Small Business Enterprise (self-identified)
Reseller is Authorized to: (check all that apply)	<input checked="" type="checkbox"/> Take orders <input checked="" type="checkbox"/> Ship Direct <input checked="" type="checkbox"/> Receive Payment *
Restrictions Applicable to this Reseller (if any):	None

*If a Reseller is allowed to accept payment they MUST have a NYS Vendor ID



How to Use This Contract

Furniture (56120000-19-ACS)

Contractor information, pricing, and contract documents are located on the contract webpage at https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/alternate_contract_source/furniture.

State Agencies

- The State of Florida's online procurement system, MyFloridaMarketPlace (MFMP), is the preferred method for placing orders and making payments for this contract:
 - Please contact the contractor(s) directly to request a quote; contractor contact information is accessible from the contract webpage. If available, MFMP catalogs can be used in lieu of requesting a quote from the contractor(s).
 - Create a requisition/purchase order in [MFMP](#); for additional information, open the [MFMP Buyer Guide](#) and go to the *REQUISITIONS* section.
 - **CATALOG TYPE:**
 - **Hertz Furniture Systems, LLC:** Punchout - Search the catalog by supplier name or contract number; click the 'Buy from Supplier' button. Locate and select the item(s) on the contractor's website, then checkout; the item(s) will be added to the requisition.
 - **Exemplis, LLC; Global Industries, Inc. dba Global Furniture Group; Herman Miller, Inc.; or HON Company, LLC:** Line item - Browse the catalog by category or supplier, or search the catalog by supplier name, contract number, or keyword; adjust the 'Qty' field as needed, then click the 'Add to Cart' button to add the item(s) to the requisition.
 - **All other contractors:** None - Create a requisition using non-catalog items. In the 'Supplier' field, locate the contractor using the FEIN provided on the contract webpage; in the 'State Contract ID' field, locate the contract using the contract number shown above.
 - **COMMODITY CODE:** Select the most appropriate eight-digit commodity code under 56100000, 56110000, or 56120000; the current list of commodity codes activated in MFMP is located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/commodity_codes.
 - **METHOD OF PROCUREMENT:** C - Alternate contract source

- Please use the appropriate contractor's FEIN, as provided on the contract webpage, when making payments in the Florida Accounting Information Resource (FLAIR); also, please use the appropriate contractor's FEIN when recording purchasing card (PCard) payments in FLAIR.

Eligible Users

- Eligible users, as defined by [Rule 60A-1.001, Florida Administrative Code](#), may contact the contractor(s) directly to place an order using this contract; contractor contact information is accessible from the contract webpage.

Frequently Asked Questions

- Does this contract include inside delivery?
 - Yes, this contract includes inside delivery, which may be at an additional cost to the customer. Inside delivery rates established by the master agreement are located at <https://online.ogs.ny.gov/purchase/spg/pdfdocs/2091523109TC.xlsx>; Florida customers may further negotiate inside delivery rates prior to purchase.
- Can I purchase from a vendor outside of this contract if they offer better pricing?
 - State agencies are encouraged to use alternate contract sources for the added savings and convenience that may be realized; however, agencies are not required to purchase commodities and contractual services from alternate contract sources. If an alternate contract source is not utilized, agencies must follow proper procurement methods.
- What should I do if I have an issue with the contractor?
 - If you are unable to resolve an issue with a contractor, you may contact the contract manager listed on the contract webpages to explore additional options. These options include: complete a vendor performance survey online to document the issue, work with the contract manager to elevate the issue with the contractor representatives, or submit a vendor complaint that requires a formal response from the contractor.

Contact Information

- If you have any questions or require assistance specific to this contract (e.g. pricing, contract requirements, etc.), please contact the contract manager listed on the contract webpage.
- If you have any questions or require assistance specific to MFMP (e.g. system access, purchase orders, catalogs, etc.), please visit the Division of State Purchasing's MFMP webpage located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace.



**Alternate Contract Source (ACS)
No. 56120000-19-ACS
For
Furniture, All Types**

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

The Department is authorized by section 287.042(16), Florida Statutes, "To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."

The State of New York, Office of General Services competitively procured Group 20915-Furniture, All Types (except Hospital Room and Patient Handling), and awarded number 23109. The signed Contract with the Contractor, is attached hereto as Exhibit D (Master Agreement). The Master Agreement became effective on December 2, 2018, and is scheduled to expire on December 1, 2023.

The Department evaluated the Master Agreement, and hereby acknowledges that use of the Master Agreement as an alternate contract source is cost-effective and in the best interest of the State.

Accordingly, the Parties agree as follows:

1. Term and Effective Date.

The initial term of this Contract will begin June 20, 2020, or on the date the Contract is fully signed by all Parties, whichever is later, and will expire December 1, 2023, consistent with the Master Agreement, unless terminated earlier in accordance with Exhibit B, Special Contract Conditions (Florida).

2. Renewal.

This contract may not be renewed.

**Alternate Contract Source (ACS)
No. 56120000-19-ACS
For
Furniture, All Types**

3. Modifications or Additions to Master Agreement.

As used in this document, Contract (whether capitalized or not) will, unless the context requires otherwise, mean this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersede any and all prior agreements. This Contract may only be modified or amended upon mutual written agreement by the Parties. If amendments are made to the Master Agreement, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

In addition to Section 2.2.1 of the Master Agreement and any additional language within the Contract regarding delivery, the Parties agree that Inside Delivery for Customers under this ACS may be further negotiated prior to purchases under this ACS. Inside Delivery rates can be found under the Terms and Conditions page: <https://online.ogs.ny.gov/purchase/spg/awards/2091523109Can.htm>

All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this Contract. Exhibit A and Exhibit B, modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence will apply:

- a) This Contract document and amendments, if any, with the latest issued having priority.
- b) Exhibit A: Additional Special Contract Conditions (Florida)
- c) Exhibit B: Special Contract Conditions (Florida)
- d) Exhibit C: Pricing Page
- e) Exhibit D: Master Agreement
- f) Exhibit E: Contract Award Notification

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

4. Purchases under this Contract.

Upon execution of this Contract, agencies (as defined in section 287.012, Florida Statutes) may purchase products and services under this Contract using this State of Florida ACS No. 56120000-19-ACS. Agencies acknowledge and agree to be bound by the terms and conditions of the Contract.

**Alternate Contract Source (ACS)
No. 56120000-19-ACS
For
Furniture, All Types**

5. Primary Contacts

Department's Contract Manager:

Thomas Bower
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-6904
Email: Thomas.Bower@dms.myflorida.com

Contractor's Contract Manager:

Zach Anderson
Haworth, Inc.
One Haworth Center
Holland, MI 49423
Telephone: (616) 393-3838
Email: Zach.Anderson@Haworth.com

6. Warranty of Authority

Each person signing this document warrants that he or she is duly authorized to do so and to bind the respective party.

7. Entire Agreement of the Parties

This document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Any amendments hereto must be in writing and signed by the Parties.

Alternate Contract Source (ACS)

No. 56120000-19-ACS

For

Furniture, All Types

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

**CONTRACTOR
HAWORTH, INC.**

DocuSigned by:

Erick Anderson

DA346B5C94E1400...

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

Tami Fillyaw

991459A211104A3...

Tami Fillyaw
Chief of Staff

6/19/2020 | 3:16 PM EDT

Date:

7/2/2020 | 12:53 PM EDT

Date:



ADDITIONAL SPECIAL CONTRACT CONDITIONS
Contract No. 56120000-19-ACS
Exhibit A

The following language modifies and supplements the Master Agreement:

1. Vendor Registration: In order to complete any transaction between a Customer and the Contractor, the Contractor must be registered in [MyFloridaMarketPlace](#).
2. Additional Customer Terms: If any additional ordinance, rule, or other local governmental authority requires additional contract language before a Customer can make a purchase under this Contract, the Customer is responsible for entering a separate agreement with the Contractor and incorporating the additional contract language therein.
3. Employment Eligibility Verification: The language of Subsection 13.2 of the Special Contract Conditions regarding E-Verify shall apply to resellers as well as all other subcontractors.
4. Orders: Any Order placed by a Customer for a Product and/or Service available from this Contract shall be deemed to be a sale under and governed by the terms and conditions of the Contract. To the extent the Customer and the Contractor agree on additional terms, the terms will be documented on the Customer Order, and signed by the Parties.

Contractor must be able to accept purchase orders via fax, e-mail, or the MyFloridaMarketPlace (MFMP).

5. Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
 - EDI (Electronic Data Interchange)
 - This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.
 - PO Flip via AN
 - The online process allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third-party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

6. **Contract Reporting:** The Contractor shall report information on orders received from Customers associated with this Contract.

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

Report	Period Covered	Due Dates
MFMP Transaction Fee Report	Calendar month	15th calendar day of the month following the receipt of payment for the vendor's good or services.
Quarterly Sales Report	State's Fiscal Quarter	15 calendar days after close of the period

No favorable action will be considered for any contractor who has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation, to include fees / monies that is required under this Contract.

- Quarterly Sales Report: The Contractor agrees to submit a Quarterly Sales Report to the Department's Contract Manager within 15 calendar days after the close of each State Fiscal quarter.

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

Quarter 1 - (July-September) – due 15 calendar days after close of the period

Quarter 2 - (October-December) – due 15 calendar days after close of the period

Quarter 3 - (January-March) – due 15 calendar days after close of the period

Quarter 4 - (April-June) – due 15 calendar days after close of the period

Quarterly Reporting periods should coincide with the Contract term and begin the quarter following Contract execution. Reports must be submitted in MS Excel format and can be retrieved by accessing the following link at [FL DMS Quarterly Sales Report](#). The report will include all sales (orders) from Customers received (associated with this Contract) during the period. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive Quarterly Sales Reports, this Contract may be found to be out of compliance with the Contract requirements and terminated or the Department may choose to not renew the Contract.

- **MFMP Transaction Fee Report:** The Contractor is required to submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar 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 Vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendor 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 by email at feeprocessing@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.
7. **Ad hoc Reports:** The Department reserves the right to require additional reports or information pertaining to this Contract and any resulting purchase orders or contracts with customers. The Contractor must submit a report or information within five (5) business days after receipt of a Department request, unless otherwise approved by the Department.
8. **Financial Consequences:** The following financial consequences will apply for nonperformance of the contract by a Contractor. 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/comply with provisions of the Contract. These consequences for non-performance are not to be considered penalties.

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

Performance Metric	Description	Performance Target	Frequency	Financial Consequence for Non-Performance (Per Day Late)
Quarterly Sales Report Submission	Quarterly Sales Report are due on or before the 15 th calendar day after close of a quarter.	100%	Quarterly	\$250
Monthly Transaction Fee Report	Transaction Fee Report are due on or before the 15 th calendar day after close of the period.	100%	Monthly	\$100

9. Business Review Meetings: The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will 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. At minimum, the Parties shall meet to discuss:

- Program compliance
- Program trending review
- Savings report: Hard dollar and soft dollar
- Spend report
- Subcontractor and contingent staff performance
- Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being found in default and Contract termination.

10. Subcontractors: The Contractor may use subcontractors, including resellers, in order to provide equipment and services. All subcontractors shall be the direct responsibility of the Contractor. The Contractor is responsible for all liability, terms and conditions within Master Agreement and this Contract. The Contractor's subcontractor's participation will be in accordance with the terms and conditions set forth in this Contract. If a subcontractor is authorized to conduct business on behalf of the Contractor and the subcontractor is to receive compensation from the Contractor for its services, then any dispute between the Contractor and the subcontractor shall be resolved between the Contractor and the subcontractor. The State of Florida is not a party to any agreement entered into between the Contractor and its subcontractors. The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

The Contractor shall be responsible to report all contract sales (and pay any associated MFMP transaction fees), including those of any such subcontractors and shall ensure that all such subcontractors meet the following requirements:

- Have an ACTIVE Registration with the Florida Department of State, Division of Corporations <https://dos.myflorida.com/sunbiz/>
- Registered in the MFMP Vendor Information Portal <https://vendor.myfloridamarketplace.com>
- Not be on the State of Florida's Convicted, Suspended, or Discriminatory Vendor's List which can be found at:
- https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists
- Have a copy of e-Verify Status on file
- Have a current W-9 filed with the Florida Department of Financial Services <https://flvendor.myfloridacfo.com>.

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

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

SECTION 1. DEFINITION.

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

1.1 Customer.

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

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

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

2.2 Renewal.

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

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

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

2.3.2 Termination for Convenience.

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

2.3.3 Termination for Cause.

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

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

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

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

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

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

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

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

3.3 Payment Invoicing.

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

3.4 Purchase Order.

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

3.5 Travel.

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

3.6 Annual Appropriation.

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

3.7 Transaction Fees.

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

3.8 Taxes.

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

3.9 Return of Funds.

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

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

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

4.2 Notices.

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

4.3 Department's Contract Manager.

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

Department's Contract Manager Name

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

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

4.4 Contractor's Contract Manager.

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

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

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

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

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

4.5.2 Diversity Reporting.

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

4.6 RESPECT.

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

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

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

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

4.7 PRIDE.

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

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

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

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

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

5.2 Dispute Resolution, Governing Law, and Venue.

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

5.3 Department of State Registration.

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

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

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

5.5 Scrutinized Companies - Termination by the Department.

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

5.6 Cooperation with Inspector General and Records Retention.

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

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

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

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

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

6.3 Independent Contractor.

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

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

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

6.4.2 Rejected Commodities.

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

6.5 Safety Standards.

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

6.6 Ombudsman.

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

6.7 Time is of the Essence.

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

6.8 Waiver.

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

6.9 Modification and Severability.

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

6.10 Cooperative Purchasing.

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

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

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

7.2 General Liability Insurance.

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

7.3 Florida Authorized Insurers.

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

7.4 Performance Bond.

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

7.5 Indemnification.

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

7.6 Limitation of Liability.

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

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

8.1 Public Records.

8.1.1 Termination of Contract.

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

8.1.2 Statutory Notice.

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

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

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

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

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

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

8.2.2 Public Records Requests.

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

8.2.3 Indemnification Related to Confidentiality of Materials.

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

8.3 Document Management.

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

8.4 Intellectual Property.

8.4.1 Ownership.

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

8.4.2 Patentable Inventions or Discoveries.

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

8.4.3 Copyrightable Works.

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

SECTION 9. DATA SECURITY.

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

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

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

10.2 Lobbying.

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

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

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

10.3.2 Use of Customer Statements.

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

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

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

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

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

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

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

11.3 Performance Delay.

11.3.1 Notification.

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

11.3.2 Liquidated Damages.

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

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

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

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

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

12.2 Payment Audit.

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

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

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

13.2 E-Verify.

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

13.3 Disqualifying Offenses.

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

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

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

13.4 Confidentiality.

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

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

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



AMENDMENT NO.: 1

Contract No.: 56120000-19-ACS
Contract Name: Furniture, All Types

This Amendment ("Amendment"), to the Furniture, All Types Alternate Contract Source No. 56120000-19-ACS ("Contract"), is made by and between the State of Florida, Department of Management Services ("Department") and Haworth, Inc. ("Contractor"), collectively referred to herein as the "Parties." All capitalized terms used herein have the meanings assigned to them in the Contract unless otherwise defined herein.

WHEREAS, the Department entered into the above-referenced Contract with the Contractor on July 2, 2020; and

WHEREAS, pursuant to Section 6.9, Modification and Severability of Exhibit B, Special Contract Conditions, the Contract may be amended by mutual written agreement.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Amendment.

- a. Exhibit A: Additional Special Contract Conditions, is hereby deleted in its entirety and replaced with the Amended Exhibit A: Additional Special Contract Conditions, attached hereto.
- b. Section 3, Modifications or Additions to Master Agreement, third paragraph, is hereby deleted and replaced in its entirety with the following:

All Exhibits attached or listed below are incorporated in their entirety into, and will form part of, this Contract. Exhibit A and Exhibit B, modify or supplement the terms and conditions of the Master Agreement. In the event of a conflict, the following order of precedence will apply:

- a) This Contract document and amendments, if any, with the latest issued having priority.
- b) Amended Exhibit A: Additional Special Contract Conditions (Florida)
- c) Exhibit B: Special Contract Conditions (Florida)
- d) Exhibit C: [Pricing Page](#)
- e) Exhibit D: [Master Agreement](#)
- f) Exhibit E: [Contract Award Notification](#)

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.



AMENDMENT NO.: 1
Contract No.: 56120000-19-ACS
Contract Name: Furniture, All Types

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

State of Florida:
Department of Management Services

By: DocuSigned by:


16B191447D2C4C0...

Name: Patrick Gillespie

Title: Deputy Secretary of Business Operations

Date: 3/22/2022 | 8:30 AM EDT

Contractor:
Haworth, Inc.

By: DocuSigned by:

DA346B6C94F1400...

Name: Zach Anderson

Title: Sr. BRC Consultant

Date: 2/24/2022 | 10:43 AM EST



ADDITIONAL SPECIAL CONTRACT CONDITIONS
Contract No. 56120000-19-ACS

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

- A. Orders: Contractor must be able to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders.
- B. Contractor and Subcontractors, Affiliates, Partners, Resellers, Distributors, and Dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of an affiliate, partner, subcontractor, reseller, distributor, or dealer. The Contractor is responsible for ensuring that its affiliates, partners, subcontractors, resellers, distributors, and dealers providing commodities and performing services in furtherance of the Contract do so in compliance with the terms and conditions of the Contract. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.

All Contractor's Florida resellers authorized to provide commodities under this ACS can be found on the Department's contract website. The Resellers are approved to provide sales and service support to State of Florida Customers. Contractors may request to add/delete Resellers to the ACS on a quarterly basis, by the 15th of each month listed: January, April, July, October of each year. Contractors must receive written approval from the Department prior to adding Resellers to this ACS.

- C. Purchases Prerequisites: Contractor must ensure that entities receiving payment directly from Customers under this Contract must have met the following requirements:
 - Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)
- D. MFMP Electronic Invoicing: The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the agency through one of the mechanisms as listed below:
 - 1) EDI (Electronic Data Interchange)
 This standard establishes the data contents of the Invoice Transaction Set (810) for

use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Ariba Network (AN) for catalog and non-catalog goods and services.

2) PO Flip via AN

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

The Contractor grants the State and the third-party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute, and publicly display Contractor's information within MFMP. In addition, the Contractor grants the State and the third-party provider the right and license to reproduce and display within MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the electronic invoicing if needed.

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

Contract Quarterly Sales Reports. The Contractor shall submit complete Quarterly Sales Reports to the Department's Contract Manager within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

Reports must be submitted in MS Excel using the DMS Quarterly Sales Report Format, which can be accessed at https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format. Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the quarter, the Contractor must email the DMS Contract Manager confirming there was no activity.

- 1) Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Federal Employer Identification Number of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.
- 2) Ad Hoc Sales Reports. The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.
- 3) MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP

Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting.

Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

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

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

Financial Consequences Chart

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

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

G. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- a. Contract compliance
- b. Contract savings (in dollar amount and cost avoidance)
- c. Spend reports by Customer
- d. Recommendations for improved compliance and performance

H. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

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

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.

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

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

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

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

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

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

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

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

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

5.6 Cooperation with Inspector General and Records Retention.

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

8.1.1 Termination of Contract.

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

8.1.2 Statutory Notice.

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

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

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

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

12.1 Performance or Compliance Audits.

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

the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

- I. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

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