

**AMENDMENT NO.: 4(16)**  
**RENEWAL NO.: 3**  
Library Materials  
Contract No.: 715-001-07-1

**This Amendment No. 4** (“Amendment”), effective as of March 1, 2014, to the Library Materials, State Term Contract No. 715-001-07-1 (“Contract”) effective as of March 1, 2014, between the State of Florida, Department of Management Services (“Department”) and **NAME** (“Contractor”) are collectively referred to herein as the “Parties.” All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

**WHEREAS** the Department awarded the above referenced Contract to **NAME** for the provisions of Library Materials; and

**WHEREAS** the Parties agree to amend the contract as provided in sections 4.26 and 4.42 of State Term Contract No. 715-001-07-1; and

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

**I. Contract Amendment.**

- a. Pursuant to 4.42 the previous amendment was mislabeled as “Amendment No. 15”. The previous amendment is amended to reflect “Amendment no: 3”.
- b. Pursuant to Sections 3.5 and 4.26, State Term Contract No. 715-001-07-1 is renewed for a period of one (1) year at the same terms and conditions, with a new contract expiration date of February 28, 2015.

**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.

**III. Warrant 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:**

**Contractor: NAME**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** Kelley J. Scott

**Name:** \_\_\_\_\_

**Director of State Purchasing and**

**Title:** Chief Procurement Officer

**Title:** \_\_\_\_\_

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

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

## **CERTIFICATION OF CONTRACT**

TITLE: Library Materials

CONTRACT NO.: 715-001-07-1

ITB NO.: 1-715-001-A

EFFECTIVE: March 01, 2007 through February 28, 2012

1<sup>st</sup> RENEWAL: February 29, 2012 through February 28, 2013

2<sup>nd</sup> RENEWAL: February 29, 2013 through February 28, 2014

3<sup>rd</sup> RENEWAL: February 29, 2014 through February 28, 2015

(Rev 26 Feb 14)

CONTRACTOR(S): See Attached List

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

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

- D. CONTRACTOR PERFORMANCE – Agencies shall report any Contractor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the Contractor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.
- E. SPECIAL AND GENERAL CONDITIONS – Special and general conditions are enclosed for your information.

**Contractors Awarded:**

Baker & Taylor, Inc. (A)  
Barnes & Noble (A)  
Brodart Company (A)  
Cengage Learning, Inc.  
Central Programs Inc. d/b/a Gumdrop Books  
Children's Plus, Inc. (A)  
Coughlan Companies, Inc dba Capstone  
Davidson Titles, Inc. (A)  
Delaney Educational Enterprises, Inc.  
DEMCO, Inc (A)  
Earley Learning Systems, Inc.  
Follett Library Resources, Inc. (A)  
Ingram Library Services, Inc. (A)  
Junior Library Guild (A)  
Library Video Co. (C)  
Mackin Book Company d/b/a Mackin Library Media (A)  
Magazine Subscription Services Agency (B)  
Midwest Tape, LLC (B)  
Mumford Library Books  
Perma-Bound Books (A)  
ProQuest LLC  
Quality Books Inc. (A)  
Rainbow Book Company (A)  
Salem Press  
Scholastic Library Publishing, Inc (A)  
The Booksource (A)  
The Rosen Publishing Group, Inc. (A)  
Unique Books, Inc. (A)  
W.E. Falk Books, Inc. (M)  
W.T. Cox Subscriptions (A)  
World Book, Inc. (A)

**AMENDMENT NO.: 15**  
**RENEWAL NO.: 2**  
Library Materials  
Contract No.: 715-001-07-1

**This Amendment No. 15** (“Amendment”), effective as of March 1, 2013, to the Library Materials, State Term Contract No. 715-001-07-1 (“Contract”) effective as of March 1, 2013, between the State of Florida, Department of Management Services (“Department”) and **NAME** (“Contractor”) are collectively referred to herein as the “Parties.” All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

**WHEREAS** the Department awarded the above referenced Contract to **NAME** for the provisions of Library Materials; and

**WHEREAS** the Parties agree to amend the contract as provided in section 4.26 of State Term Contract No. 715-001-07-1; and

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

**I. Contract Amendment.** Pursuant to 4.26 of the State Term Contract, the State Term Contract No. 715-001-07-1 is renewed for a period of one (1) year at the same terms and conditions, with a new contract expiration date of February 28, 2014.

**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.

**III. Warrant 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:**

**Contractor: NAME**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kelly Loll, C.P.M.

Name: \_\_\_\_\_

**Chief Procurement Officer &**

Title: Director of State Purchasing

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

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

**AMENDMENT NO. 2**  
To State Term Contract 715-001-07-1  
Library Materials

**This Amendment No. 2** ("Amendment"), effective as of February 29, 2012, to the Library Materials Contract No. 715-001-07-1 ("Contract") effective between the State of Florida, Department of Management Services ("Department" or "Customer") and CONTRACTOR. ("Contractor"). Department and Contractor are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Agreement, unless otherwise defined herein.

**WHEREAS** the Contract was originally entered on March 01, 2007 with Contractor for the provision of Library Materials, and is scheduled to expire on February 28, 2012; and

**WHEREAS** in accordance with Section 4.26 of the State Term Contract No. 715-001-07-1, upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer; and

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

**1.0 Contract Renewal.** The Department hereby executes its renewal option pursuant to the provision of Section 4.26 Renewal of Contract and in accordance with Section 287.068(13), Florida Statutes, for one year and is hereby renewed effective February 29, 2012 through February 28, 2013.

**2.0 Reporting Requirements.** Section 5.11, of Contract No. 715-001-07-1, is superseded and entirely replaced with the following:

**5.11 Sales Summary Reports**

Each Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1 - (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data
- Total sales including detail of list price and contract price
- Transaction detail will include:

<b>Part Number/SKU</b>	Your product part number if applicable
<b>Item / Service Name</b>	Given name of Item or Service
<b>MFG</b>	Manufacturer, Publisher, Service Provider
<b>Item Category</b>	Description of the product category, according to attached table
<b>Item Subcategory</b>	Additional grouping for item
<b>Product Description</b>	Additional detail for item
<b>Customer Name</b>	State Agencies, Universities, Political Subdivisions, Other Eligible Users
<b>NIGP Code</b>	National Institute of Government Procurement code
<b>Florida Commodity Code</b>	Florida Commodity Code
<b>UOM</b>	Unit of Measure
<b>UOM Desc</b>	Description of unit of measure (see example)
<b>Volume Qty</b>	Number of items/services purchased/provided
<b>Order Date</b>	Order date
<b>Date Delivered</b>	Delivered date to customer
<b>Purchase Type</b>	Purchase Order, Payment Card, Other
<b>List Price</b>	List price (Market + fee contracts use market price)
<b>Contract Price</b>	Contracted price with state per contract terms
<b>Additional Fields</b>	Any new information related to your company's products/services

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the contract supplier being found in default and cancellation of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract.

Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

**3.0 Employment Verification. Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing**

services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

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

**5.0 Preferred Pricing.** The Contractor agrees to submit to the Department, at least annually, an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

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

**7.0 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:

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kelly Loll, C.P.M.  
Chief Procurement Officer &

Name: \_\_\_\_\_

Title: Director of State Purchasing

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

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

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

*Approved as to form and legality*

By: \_\_\_\_\_  
Office of the General Counsel  
Department of Management Services

\_\_\_\_\_  
Date





RICK SCOTT  
Governor

DEPARTMENT OF MANAGEMENT  
**SERVICES**

JOHN P. MILES  
Secretary

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4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

May 18, 2011

MEMORANDUM NO.: (715-001-07-1)-13

TO: User Agency

FROM: Division of State Purchasing, Department of Management Services

SUBJECT: State Term Contract No. 715-001-07-1; Library Materials

TITLE: Amendment to Memo (715-001-07-1)-11

The Rosen Publishing Group has been found in compliance with State Term Contract 715-001-07-1 Library Materials. As a result, The Rosen Publishing Group has been fully reinstated as a contractor to the Library Materials Contract.

Please direct any questions regarding this Contract to Shameka Smith at (850) 414-6740 or [shameka.smith@dms.myflorida.com](mailto:shameka.smith@dms.myflorida.com).



RICK SCOTT  
Governor

DEPARTMENT OF MANAGEMENT  
**SERVICES**

JOHN P. MILES  
Secretary

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4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

May 12, 2011

MEMORANDUM NO.: (715-001-07-1)-12

TO: User Agency

FROM: Division of State Purchasing, Department of Management Services

SUBJECT: Contract No. 715-001-07-1

Title: Library Materials-Awarded Vendors

The following vendors have been added to the subject contract:

- **Advanced Educational Products, Inc.**
- **Cerebellum Corporation**
- **Complete Book & Media**
- **LD Books, Inc**
- **OCLC**
- **Oxford University Press**

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator. Please direct any questions regarding this Contract to Shameka Smith at (850) 414-6740 or [shameka.smith@dms.myflorida.com](mailto:shameka.smith@dms.myflorida.com).