

RESPECT of Florida

Agreement Terms



- 1) No similar product or service of comparable price and quality necessary for the Contractor to fulfill its contractual obligations may be purchased from any other source other than RESPECT, when such products and/or services are certified by RESPECT to be manufactured or supplied by the blind or severely handicapped and the product or service meets the comparable performance specifications and comparable price and quality requirements as determined by the Contractor. The Contractor may make reasonable determinations of need, price and quality with reference to products or services available from RESPECT.
- 2) A complete listing of commodities and/or services offered by RESPECT of Florida is available at: www.respectofflorida.org.
- 3) RESPECT of Florida may be contacted at:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone/direct: (850) 942-3555
- 4) A determination that a product or service provided by RESPECT does not conform to the requirements of a product and/or services specified by the Contractor will not constitute such a determination for all products and/or services available from RESPECT. Any claim of non-conformance must be addressed with RESPECT within two (2) business days of such determination to give RESPECT an opportunity to correct and satisfy product and/or service requirements. A determination of non-conformance can only occur during the Agreement term.
- 5) RESPECT may waive in writing its right to provide products and/or services to the Contractor, but such waiver is subject to an annual review by RESPECT.
- 6) During the term of the Agreement, the Lottery may identify products and/or services opportunities that may be available from RESPECT. Upon identification of such opportunities, the Lottery will provide a list itemizing the products and/or services that the Contractor will afford RESPECT an opportunity to provide. RESPECT will provide the Lottery reports on the expenditures made by a Contractor.
- 7) The Contractor will be required to meet and consult with representatives of the Lottery and RESPECT should the Lottery deem it necessary. If significant travel would be required for attendance at a consultation meeting, then a conference call will be required.

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8) Failure of the Contractor to adhere to the requirements specified herein and in Chapter 413, Florida Statutes, may subject future purchases by the Contractor of products and/or services provided by RESPECT to be coordinated through the Lottery; cause the Contractor to be deemed non-responsible in future Lottery or other governmental entity solicitations; and/or result in renewal options not being exercised; and/or subject the Agreement to termination.

By submission of a Reply to this ITN, the Vendor certifies it agrees to adhere to Chapter 413, Florida Statutes and the RESPECT of Florida Agreement Terms as provided herein.

Authorized Representative:

The RESPECT of Florida Agreement Terms must be signed by an Authorized Representative of the responding Vendor, of if the Vendor submits a consolidated financial statement of its parent corporation an Authorized Representative of the responding Vendor's parent corporation. A document establishing delegated authority must be included with the Reply if signed by other than the Authorized Representative.

Vendor Name

Authorized Representative Printed (Typed) Name

Authorized Representative Signature

Authorized Representative Title

Date