

**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
PEST CONTROL SERVICES**

THIS CONTRACT is entered into between the State of Florida, **DEPARTMENT OF MANAGEMENT SERVICES**, hereinafter referred to as the "Department", whose address is 4050 Esplanade Way, Tallahassee, Florida 32329, and **Gregory Pest Solutions**, hereinafter referred to as the "Contractor", whose address is 3780-1 Kori Road, Suite 176, Jacksonville, FL. 32257.

THE PARTIES HEREBY AGREE:

A. General Provisions

1. Contract Formation: The Contractor shall provide goods and services according to the terms and conditions set forth in this Contract, the Solicitation (ITB No. 13-72102103-U for Pest Control Services), and all other attachments named herein which are attached hereto and incorporated by reference (See Section I).
2. Section 287.058(1)(a), F.S., is incorporated by reference as if fully stated herein.

B. Public Records

Access to Public Records

1. If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.
2. If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
3. Protection of Trade Secrets or Other Confidential Information
If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials

not designated as “confidential.” If the requester asserts a right to examine contract-related materials designated as “confidential,” the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated “confidential.”

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

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

4. Retention of Records

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

C. State Project Plan

Within thirty (30) calendar days following award of the contract, the successful vendor shall submit a plan addressing each of the five (5) objectives listed below, to the extent applicable to the services covered by this contract. The State reserves the right to negotiate mutually acceptable changes in regard to the below objectives with the respondent selected for award, prior to execution of the resulting contract.

1. Vendor Diversity: The State supports and encourages supplier diversity and the participation of small minority business enterprises in state contracting, both as prime contractors and subcontractors. Vendor diversity is incorporated by reference in the ITB Section 4.21 Diversity Reporting.
2. Certification of Drug-Free Workplace Program: The State supports and encourages initiatives to keep the workplace of Florida’s suppliers and contractors drug free. Certification of Drug-Free Workplace is incorporated by reference in the ITB Section 2.3.3.3 Certification of Drug-Free Workplace.
3. Products Available from the Blind or Other Handicapped (RESPECT): The State supports and encourages the gainful employment of citizens with disabilities. RESPECT is incorporated by reference in the PUR1000, Paragraph 41.
4. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida Correctional work programs. PRIDE is incorporated by reference in the PUR1000, Paragraph 40.

D. Contract Amount

The agreed Contract amount is set forth in Attachment II. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

E. Effective/End Date

This Contract shall begin upon execution by both parties or May 3rd 2015, (whichever is later) and end May 2nd 2020, inclusive.

F. Contract Managers

1. The Department's Contract Manager's name, address and telephone number for this Contract is as follows:
 Ashli Harvey, Contract Manager
 Department of Management Services
 4050 Esplanade Way, Suite 360
 Tallahassee, Florida 32399-0950
 850-922-1214
2. The Contractor's designated representative name, address and telephone number for this Contract is as follows:

Enter Contract Manager's Name

Enter Vendor Name

Enter Street Address

G. All Terms and Conditions

This Contract, the solicitation, and its attachments as referenced herein contain all the terms and conditions agreed upon by the parties.

List of attachments included as part of this Contract:

Specify

Type	Number	Description (include number of pages)
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Attachment I	ITB 13-72102103-U & Addenda.	
Attachment II	Completed Attachment F, Price Sheet.	
Attachment III	ITB Attachments A-E, G- K.	
Attachment IV	PUR 1000.	

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

State of Florida,
Department of Management Services

Contractor:
Gregory Pest Solutions

Chad Poppell
Secretary

Date: _____

Date: _____

FEDERAL ID NUMBER (or SS Number for an individual): [REDACTED]

F. Contract Managers

1. The Department's Contract Manager's name, address and telephone number for this Contract is as follows:

Ashli Harvey, Contract Manager
Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
850-922-1214

2. The Contractor's designated representative name, address and telephone number for this Contract is as follows:

Enter Contract Manager's Name: ~~Ashli R. Harvey~~ Bernie Farris
Enter Vendor Name: Gregory Pest Solutions, Inc.
Enter Street Address: 3780-1 Kori Rd. #176
JACKSONVILLE, FL 32257



G. All Terms and Conditions

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Specify

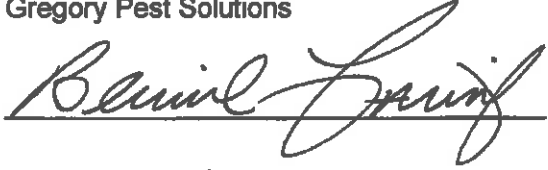
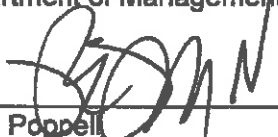
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State of Florida,
Department of Management Services

Contractor:
Gregory Pest Solutions



Chad Poppel
Secretary

Date:

4/28/15

Date:

4/22/15

FEDERAL ID NUMBER (or SS Number for an individual): 57-0694509

Addenda No. 1

Invitation to Bid Pest Control Services ITB No: 13-72102103-U March 24, 2015

The Department amends the above mentioned solicitation as noted below. In the event of a conflict between previously released information and the information contained herein, the information herein shall control. The information included in this addenda is now made part of this solicitation.

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Any protest must be timely filed with the Department of Management Services' Agency Clerk.

The purpose of this addenda is to revise the solicitation as follows:

1. Changes to the Invitation to Bid.

The changes are indicated by underline/~~strike through~~:

a) The Department has revised Attachment F - Price Sheet, all required fields have been highlighted. The revised Attachment is found in Attachment F to Addenda No. 1.

b) Section 2.5

2.5 Basis for Award

The Department may award up to three (3) Contract(s) for Pest Control with included IPM Services per Region. Award(s) will be made to the responsive, responsible Bidder(s) with the lowest total evaluated price for that Region.

The Department may award up to two (2) contract(s) for Annual Termite Inspections Services per Region. Award(s) will be made to the responsive, responsible Bidder(s) with the lowest price for that Region.

2.5.1 Pest Control Services with included IPM

Bidders are not required to bid every Region. If the Bidder wishes to be considered for a Region, they are required to bid on Pest Control Services with included IPM Services; however Bidders are not required to bid Annual Termite Inspections Services.

The total evaluated price for each Region is determined by price per 1,000 sq. ft. per month for each service multiplied by the weighted percentage. All areas on the Price Sheet where information is required are highlighted in yellow for each Region.

$$\text{Price per 1,000 sq. ft. per month for each Service} = \frac{\text{Price}}{\text{Price} \times \text{Weighted Percentage}} = \text{Evaluated Price}$$

Sum of Evaluated Prices = Total Evaluated Price

Price: Price per 1,000 sq. ft. per month for each service.

Weighted Percentage: The Department's weighted percentage for the Bidder's price per 1,000 sq.ft. per Month.

Evaluated Price: The Bidder's price multiplied by the weighted percentage.

Total Evaluated Price: The Bidder's total evaluated price for the Region.

2.5.2 Annual Termite Inspections Services

Bidders are not required to bid every Region. Bidders may bid Annual Termite Inspection Services only. All areas on the Price Sheet where information is required are highlighted in yellow for each Region.

c) Section 3.1

3.1 Purpose

The purpose of this solicitation is to establish a five year State Term Contract for the purchase of Pest Control Services, IPM and Annual Termite Inspections Services by State Agencies and other Eligible Users. Purchases under this agreement will meet the needs of state agencies and other Eligible Users in the performance of the respective entities' core responsibilities.

Contractor will provide labor, materials, services, skills, supervision, and necessary tools and equipment to insure that Customer's facilities will be free of pests. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Contractor shall keep the property free and clear at all times of excess materials, debris and equipment. Contractor shall provide the following services within the boundaries of each facility:

3.1.1

Pest Control Services shall cover prevention and elimination for pests, as defined in section 482.021, Florida Statutes, including, but not limited to, rats, mice, roaches, fleas, ants, silverfish, centipedes, millipedes, earwigs, spiders, crickets, wasps, moths and gnats and all other common insects.

3.1.2

IPM shall consist of a number of components, but not limited to, identifying the types of pests involved, identifying and correcting conditions contributing to pest infestations, determining areas requiring treatment, both with nonchemical methods and pesticides, selecting and implementing the appropriate treatment procedures, inspecting, and monitoring to evaluate results and to detect new pest invasions. It is the Contractor's responsibility to identify the contributing conditions and notify the Customer. It is the Customer's responsibility to correct the contributing conditions.

3.1.3

Annual Termites Inspections Services shall cover inspection for signs of a termite infestation both past and present, conditions that may allow termites to thrive, such as excess moisture and wood-to-ground including wood damage, mud tubes, discarded wings, termite exit holes and termite droppings. Termite prevention and elimination for termites and other wood-destroying organisms are not part of this solicitation.

d) Section 3.1.7

Contractor will perform treatments during normal business hours (Monday through Friday) and exceptions to this would require pre-approval after normal business hours, Monday through Friday. Some baiting and mechanical traps may be set during normal business hours with approval of facility management at the facility. Exceptions may be required if regular treatments do not control an infestation. Treatments during or after normal business hours must be coordinated with the facility

manager as well as any proposed fumigation or other applications. Copies of safety data sheets (SDS) and authorization from agency Health & Safety personnel will be required.

e) Section 4.3.12

4.2.12 Annual Termite Inspections Services

An examination of a structure by a licensed person to determine the existence of termite infestation. As defined in 482.021(28), Florida Statutes.

f) Section 4.23

4.23 Contract Termination

~~The Department may terminate the Contract if the Contractor: 1.) fails to comply with all terms and conditions of this Contract; 2.) fails to produce each deliverable within the time specified by the Contract; or, 3.) fails to abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract. Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

4.23.1 Termination for Convenience

The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23.2 Termination for Cause

The Department may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for PUR 1000 (10/06) 60A-1.002, F.A.C. 8 failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract. (Reference Section 4.6, Financial Consequences and Section 3.6, Performance Bond)

2. Vendor Questions & Department Answers

The Department has received questions from the vendor community through the MFMP Sourcing Tool. The questions and answers to those questions are found in Attachment 1 to Addenda No. 1.

3. Attachment 2

ITB No. 34-991-300-Z for Pest Control Services Bid Tabulation, posted 01/11/2005 at 2:00 P.M. is found in Attachment 2 to Addenda No. 1.

Pest Control Services
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Message Id	Question	Answer
MSG92334	What is the square footage of each location?	See Addenda No. 1. State owned facilities can be accessed through the following link: http://www.dep.state.fl.us/lands/fl_solaris.htm Florida Transportation Commission has additional facilities included in the scope that may not be found in the Solaris database.
MSG92378	Is Termite Control part of this bid? The document includes instruction for termite but in: 3.1.3 Termites Services shall cover prevention and elimination for termites and other wood-destroying organisms.	No, termite control or treatment services are not part of this solicitation. See Addenda No.1 and Revised Price Sheet. (Attachment F)
MSG92662	In normal Subterranean termite liquid treatments the formula for pricing is: <u>price per linear (lineal) foot.</u> Square footage in not relevant as treatment is performed on a perimeter yet this bid has it set up as: price per 1000 S/F/Mo. Also, where Drywood Termites are the issue, requiring tent fumigation, the pricing is normally by the cubic foot. Our question is: would it not be appropriate and more advantageous to change your formula, separate Subterranean and Drywood as categories, and use price per linear foot for Subs, and per cubic foot for Drywoods? This is the industry standard.	No. See Addenda No.1 and Revised Price Sheet. (Attachment F)
MSG92893	Is there a previous award tabulation available for review?	See Attachment 2, ITB No. 34-991-300-Z for Pest Control Services Bid Tabulation, posted 01/11/2005 at 2:00 P.M. http://www.myflorida.com/apps/vbs/vbs_w_ad_r2.view_ad?advertisement_key_num=44706
MSG93848	1. With reference to section 3.1.2 where it states, "...Identifying and correcting conditions contributing to pest infestations," to what extent is the contractor directly responsible for correcting contributing conditions?	See Addenda No. 1. It is the Contractor's responsibility to identify contributing conditions and notify the Customer that these conditions exist, but it is the Customer's responsibility to correct the contributing conditions. For example cleaning, plumbing repair, improving ventilation, or extensive removal of vegetation are not the Contractor's responsibility. See Section 3.

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MSG93848	2. With reference to section 3.1.2 where it states, "...Identifying and correcting conditions contributing to pest infestations," would structural exclusion modifications such as window screen repair, installation of door sweeps, soffit repair, etc., be considered part of the contractor's responsibility under this bid or would those services when performed by the contractor be for an additional charge not spoken to in this bid?	See Answer to MSG93848 No 1.
MSG93848	3. With reference to section 3.1.2 where it states, "...Identifying and correcting conditions contributing to pest infestations," sanitation issues are known to create conditions contributing to pest infestations. What would be the contractor's responsibility under the terms of this bid to correct sanitation issues?	See Answer to MSG93848 No 1.
MSG93848	4. With reference to section 3.1.3 where it states, "Termite services shall cover prevention and elimination for termites and other wood-destroying organisms," to what extent shall these treatments be performed with regard to the pricing listed in Attachment F –State of Florida Price Sheet, page 2?	See Addenda No.1 and Revised Price Sheet. (Attachment F)
MSG93848	5. With reference to section 3.1.3, would curative treatments consist of spot treatments for active wood destroying organisms and/or full treatments, up to and including whole building structural fumigation?	See Addenda No.1 and Revised Price Sheet. (Attachment F)
MSG93848	6. With reference to section 3.1.3, would preventive treatments be for preconstruction applications only or would post-construction preventive treatments also be included?	See Addenda No.1 and Revised Price Sheet. (Attachment F)
MSG93848	7. With reference to section 3.1.3, for clarification, does the phrase "termites and other wood destroying organisms" refer to drywood termites, Formosan subterranean termites, native subterranean termites, true powderpost beetles, false powderpost beetles, deathwatch beetles and old house borers exclusively?	See Addenda No.1 and Revised Price Sheet. (Attachment F)
MSG93848	8. Is a list showing the total square footage for each separate building to be serviced under this bid available to those competing for and/or awarded said bid?	See Answer to MSG92334.
MSG93848	9. Is a list of the business hours for each Agency location to be serviced under this bid available to those competing for and/or awarded said bid?	No. Section 3.1.7 has been corrected see Addenda No.1

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MSG93848	10. Regarding Florida Pest Control& Chemical Co.'s bid submission, should we be awarded the bid, will we need to provide a performance bond? How and when will we be notified of the method of security we will need to provide?	See Section 3.6 Performance Bond If deemed necessary, the Customer may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of providing the required items specified on Customer Purchase Order against this Contract. Determination of the appropriateness and amount of any bond requirement, is the sole responsibility, and at the sole discretion, of the Customer.
MSG94068	The Subterranean Termite Industry standard for pricing goes by linear feet, how do we price it by square footage?	See Addenda No.1 and Revised Price Sheet. (Attachment F)
MSG94068	All Wood Destroying Organisms do not have the same method of measurement or treatment, how do we provide a cost to include all WDO's?	See Addenda No.1 and Revised Price Sheet. (Attachment F)
MSG94068	Will there be a pricing option for office type locations? Pricing a small office type location is not the same as pricing large prisons.	No. See Addenda No. 1 Section 2.5 Basis of Award
MSG94068	In the RFP it states that multiple contracts can be awarded per region, does that mean there could be multiple preferred vendors for each region?	Yes, see Addenda No. 1, Section 2.5 Basis of Award.
MSG94068	Can you provide a list of square footage per building or a total square footage of the locations on attachments G and F facilities list?	See Answer to MSG92334.
MSG94279	1. Regarding pest control services, would locations operated by an outside vendor, such as cafeterias and snack bars, be serviced as part of this bid or are those vendors responsible for separate pest control services not included in this bid?	Outside vendors are not part of the scope, see Section 3.1.5 Scope and Purpose.
MSG94279	2. Is there information available concerning materials, equipment, vehicles, etc., allowed within the correctional facilities when service is performed under the conditions of this bid?	Contractors must contact the Correctional Facility's Warden or Colonel directly. See Section 4.31 Department of Corrections and Department of Juvenile Justice (DOC/DJJ) Security Guidelines.
MSG94279	3. Is there information available concerning service protocol for the correctional facilities when service is performed under the conditions of this bid?	See Answer to MSG94279 No.2.

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MSG94279	4. With reference to Attachment I – State of Florida – Savings/Price Reductions Form, for clarification, would the price used to calculate the % savings be based on the rates found on our rate card for general pest control services?	The percent (%) savings in prices offered compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this bid. See Section 2.3.3.4 Savings/Price Reductions.
MSG94279	5. With reference to Attachment I – State of Florida – Savings/Price Reductions Form, would it be sufficient to enter the means of “how we can verify the claimed savings” on the form or do we also need to provide copies of the documents used to formulate the average % savings?	After Contract Award the Department reserves the right to request documents to verify the savings percent offered and at the time of any renewals or extensions. See Section 2.3.3.4 Savings/Price Reductions.
MSG94410	1. Will there be any cost for background checks to be performed ?	Yes, there is a cost to perform background checks. See Section 4.30 Background Check (Except Department of Corrections and Juvenile Justice). See Section 4.31.1.3 and 4.31.1.3 for the Department of Corrections and Juvenile Justice's requirements for background/criminal records check.
MSG94410	2. Will there be a height limitation on wasps removal or will the vendor be responsible for getting equipment to get wasps at all heights?	The Contractor must adhere to all OSHA regulations for safety and industry standards. See Sections 4.25.1 OSHA Regulations and 4.28 Performance Standard.
MSG94410	3. What is the expectations for termite infestations ? Will the whole building have to be retreated or just a specific length surrounding the infestations ?	See Addenda No.1 and Revised Price Sheet. (Attachment F)
MSG94410	4. Will fumigation for Drywood termites be included or be additional charges?	See Addenda No.1 and Revised Price Sheet. (Attachment F)
A	Would you please provide the square footage of the building to be serviced in each region?	See Answer to MSG92334.
B	Would you please provide an average square footage for the food handling areas of each building to be serviced.	See Answer to MSG92334.
C	Would the buyer please elaborate on what the service procedure is for service complaints? Will there be a log book, service calls, or work orders generated that the technician will check in daily for?	See Section 3. Description of Scope, Sections 3.8 , 3.8.1, 3.8.2. The service procedure may be different based on the Customer's needs and typically a work order will be issued and an email sent to the Contractor. Communication is critical for services to be rendered in a complete and timely manner.

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D	Has there been a history of bed bug complaints? If so, how many and how long ago?	Not at this time.
E	Who is the existing contractor for this contract? And what is the value of the yearly contract?	Terminix International Co. is the current contractor and the estimated spend on this contract is one million dollars.
F	Would the buyer please elaborate on how many hours per week the current vendor's staff is on site? And how many technicians are on sight?	Service requirements will vary by Customer needs.
G	Would the buyer please provide an approximation on how many service order are placed per week, month, or year for services outside of the food handling areas?	See Answer to F.
H	Would the buyer please elaborate on the primary pest issues that are present in the facilities in the contract?	See Section 3 Description of Scope.
I	Would you please provide the current quantity of bait stations at each location?	This Information is not readily available, see Section 3.11.12 Description of Scope.
J	Would the buyer please elaborate on the emergency response procedure and time frames for each region?	The Department does not understand the intent of this Questions.



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

state purchasing

We serve those who serve Florida

The State of Florida

Department of Management Services

INVITATION TO BID

ITB No: 13-72102103-U

PEST CONTROL SERVICES

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Section 1 Introduction

1.1 Bid

The State of Florida Department of Management Services, Division of State Purchasing (Department) is issuing this Invitation to Bid (ITB) to establish a state term contract (STC) for the purchase of Pest Control Services.

The Department intends to solicit for, and enter into contracts with responsive and responsible Contractors according to the criteria defined herein, for the provision of commodities and contractual services described within this solicitation under the authority and criteria established by Section 287.057, Florida Statutes (F.S.).

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

This solicitation will be administered using the MyFloridaMarketPlace (MFMP) Sourcing Tool. Vendors interested in submitting a reply must comply with all of the terms and conditions described in this ITB. Information about submitting a reply can be found in Section 2, Instructions to Bidders.

1.2 Solicitation Objective

The current STC for Pest Control Services has an estimated average annual spending volume of approximately one million dollars. Estimated spending volume is for informational purposes only and must not be construed as representing actual, guaranteed, or minimum purposes under any new contract. Customers include state agencies and other Eligible Users as defined by Rule 60A-1.005, F.A.C. The Department intends to award contracts to responsive and responsible bidders who provide the lowest price for each service on the Price Sheet (Attachment F).

1.3 Term

The term of the contract shall be five (5) years. The contract will be effective on May 3, 2015 and the contract will end on May 2, 2020.

1.4 Renewal Term

Upon written agreement of the parties, the Department and the Contractor may renew the Contract in whole or in part, for renewal terms up to five years, at the renewal pricing specified in the Contract.

1.5 Timeline of Events

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

Attachment K – Timeline of Events

1.6 Order of Precedence for Solicitation

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

- Addenda to Solicitation, if issued
- Introduction
- Description of Scope
- Special Instructions
- General Instructions
- Special Contract Conditions
- General Contract Conditions
- Attachments

1.7 Procurement Officer

The Procurement Officer is the sole point of contact from the date of release of this ITB until 72 hours after the contract award is made (See PUR 1001, Section 21).

Procurement Officer for this ITB is:

Claudia Cooper, Associate Category Manager
Florida Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, FL 32399-0950
Phone: (850) 487-9847
Email: Claudia.Cooper@dms.myflorida.com

1.8 ITB Process

The ITB is a method of competitively soliciting a commodity or contractual service pursuant to Section 287.057(1)(a), F. S. The Department posts an ITB on the Vendor Bid System (VBS) to initiate the process and also posts the ITB in the MFMP Sourcing Tool.

Bidders may submit questions in writing to the Procurement Officer via the MFMP Sourcing Tool by the date listed in the Timeline of Events. Bids must be submitted by the deadline listed in the Timeline of Events. The Department will open the bids in a public meeting. Once the Department has evaluated the bids, the Department will post a Notice of Intent to Award on the VBS.

1.8.1 Question Submission

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

In order to submit a question, bidders must be registered in MFMP Sourcing and able to access the "Messages" tab in the solicitation dashboard. For information about registering with MFMP Sourcing, please see Section 2.2.2 Special Instructions. The Department will not respond to questions submitted through any other format or medium (telephone calls, emails, letters, etc.).

Questions submitted via the “Messages” tab within the MFMP Sourcing Tool must be RECEIVED NO LATER THAN the time and date reflected on the Timeline of Events. Questions shall be officially answered via addenda to this solicitation as stated in the Timeline of Events. The Department shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Department's contracting personnel.

1.8.2 Addenda to the ITB

The Department may modify this solicitation by issuing addenda. Addenda, if issued, shall be posted on the VBS and the MFMP Sourcing Tool. Bidders are responsible for checking the VBS and sourcing tool for changes and updates to the solicitation.

1.8.3 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's ADA Coordinator at (850) 922-7535 at least five (5) workdays prior to the scheduled event. If you are hearing or speech impaired, please contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.8.4 Modification or Withdrawal of Bid

Bidders are responsible for the content and accuracy of their bid. Bidders may modify or withdraw their bid at any time **prior** to the bid due date in accordance with the Timeline of Events. For instructions on how to modify or withdraw bids refer to the link: [MFMP Vendor Toolkit](#). For technical assistance please email [MFMP Vendor Help](#) or call (866) 352-3776.

1.8.5 Disclosure of Bid Contents

All documentation produced in response to this solicitation will become the exclusive property of the Department and will not be returned to the Bidder unless it is withdrawn prior to the bid opening in accordance with Section 1.8.4.

1.9 Contract Formation

The Department intends to enter into a contract with the awarded Bidder(s) pursuant to Section 2.5 Basis of Award. The Contract shall be composed of the following: This solicitation, General Contract Conditions ([PUR 1000](#)), Special Contract Conditions, Description of Scope, Price Sheet (format approved by the Department) submitted by the Contractor after award and additional documentation (as required).

Section 2 Instructions to Bidders

This section contains instructions to Bidders on how to submit a bid. The instructions come in two parts; general instructions and special instructions.

2.1 General Instructions

The PUR 1001, The General Instructions to Respondents, is incorporated by reference and provided via the link below:

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

2.2 Special Instructions

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

2.2.1 MFMP Registration

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

2.2.2 How to Submit a Bid

Submit responses to this solicitation via the MyFloridaMarketPlace Sourcing Tool by selecting this link: [MFMP Sourcing 3.0 Login](#). Bidders must have a current Vendor registration and be active for “Sourcing Events” within the link [MFMP Vendor Information Portal](#). Download the MFMP Participation Instructions to Bidder, for detailed instructions on how to participate within the MFMP Sourcing Tool 3.0.

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

Sourcing Tips and Training

After logging into MFMP Sourcing 3.0, “My Events” lists all events the Vendor already chose to “Join” (i.e., you intend to submit a formal response). “Public Events” lists those events associated with the Vendor’s registered commodity codes listed in their Vendor Information Portal (VIP) accounts, but the Vendors have not yet “Joined.” Joining an event moves the event from “Public Events” to “My Events,” allows the Vendor to submit questions about the event, and alerts Vendors to any associated updates (e.g., addenda, event edits, etc.).

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

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

responses.

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

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

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

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

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

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

Please check the following:

2.2.2.1 Text boxes – Is your entire answer viewable?

2.2.2.2 Yes/No questions – Are the displayed answers correct?

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

2.2.3 Who May Respond

Any Florida Licensed Pest Control Service Company may respond. To be eligible for award, a Bidder must satisfy the requirements, specifications, terms, and conditions of the solicitation and demonstrate their capability to perform a State Term Contract in the State of Florida.

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

2.2.4 Bidder Qualification Questions

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

2.2.4.1 Does the Bidder certify that the person submitting the bid is authorized to respond to this ITB on Bidder's behalf?

2.2.4.2 Does Bidder certify that it is not a Convicted Vendor as defined in Section 7 of the PUR 1001?

2.2.4.3 Does Bidder certify that it is not a Discriminatory Vendor as defined in Section 8 of the PUR 1001?

2.2.4.4 Does Bidders certify that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List? The list can be found at:

<http://www.sbafla.com/fsb/Portals/Internet/PFIA/CurrentProhibitedCompaniesList.pdf>.

2.2.4.5 Does Bidder certify that it will, if awarded, submit to the Department, at least annually, the completed signed Preferred Pricing Affidavit as required in Section 4.12 of this solicitation?

2.2.4.6 Does Bidder certify that it has carefully and thoroughly reviewed its bids on the Price Sheet (Attachment F) for accuracy and completeness?

2.2.4.7 Does the Bidder certify that all material, equipment, processes, etc., contained in its bid response meets all pertinent standards of the Occupational Safety and Health Administration, American National Standards Institute, National Fire Protection Association and all other federal and state requirements?

2.2.4.8 Does the Bidder certify it has a current Pest Control Business License from the Florida Department of Agriculture and Consumer Services (FDACS)?

2.2.4.9 Does the Bidder certify it has a current Pest Control Operator's Certificate from FDACS necessary to perform the services within the scope of work?

2.2.4.10 Does the Bidder certify that all employees performing pest control for a licensee have a current Identification Card from FDACS?

2.2.4.11 Does the Bidder certify it maintains current Florida Liability and Worker's Compensation Insurance?

2.2.4.12 Does the Bidder certify it is not on the Complaint to Vendor List?

2.3 Contents of Bid

Organize bids in parts as directed below. Submit all the information requested in each part below through the [MFMP Sourcing Tool](#). Failure to submit all of the requested information in 2.3.1 through 2.3.3 (Part 1 through Part 3) below, in the format required under this ITB, may result in a determination of Bidder non-responsiveness. Label each response with the appropriate section number (and part number) below:

2.3.1 Part 1 - Past Performance

Provide a minimum of three pest control services contracts which individually exceed \$500.00 (annually), sold to State Agencies (excluding the Department of Management Services) or other Eligible Users in Florida, issued between July 1, 2010 and June 30, 2014. The submitted contracts shall be legible and shall include the date of contract, the purchaser and their phone number, services provided and price. Bidder's submission of a list of purchase orders or invoices is not sufficient for Past Performance review. This information will be used to assess the Bidder's relevant past experience in providing Pest Control Services.

2.3.2 Part 2 - Price Sheet Submission

Download the Price Sheet, complete and upload it within the MFMP Sourcing Tool.

Bidder must submit prices in the highlighted sections of the Price Sheet for each Region on which the Bidder wishes to bid. Bidders can find the map of the Regions in Section 4.40 Regional Map.

Attachment F - Price Sheet

2.3.3 Part 3 – Other information

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

Any Bidder who states that its "principal place of business" is outside of this state must submit with its bid in accordance with Section 287.084, Florida Statutes, a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts. For the purpose of this ITB, "principal place of business" means the state in which the Bidder's high level officers direct, control, and coordinate the Bidder's activities.

Upload if applicable the written opinion of an attorney at law here.

2.3.3.2 Preferred Pricing Affidavit

Download the Preferred Pricing Affidavit found in Section 5, complete and upload it here.

Attachment E - Preferred Pricing Affidavit

2.3.3.3 Certification of Drug-Free Workplace

Download the Certification of Drug-Free Workplace Form found in Section 5, complete and upload it here.

Attachment B - Certification of Drug-Free Workplace Form

2.3.3.4 Savings /Price Reductions

The Bidder is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual or customary prices that would be paid by the purchaser without the benefit of a contract resulting from this bid. The Savings/Price Reductions form is provided to facilitate the Bidders response to this requirement. The Bidder is required to submit this form with its bid, and at the time of any renewals or extensions.

Attachment I - Savings/Price Reductions Form

Download the Savings/Price Reductions Form found in Section 5, complete and upload it here.

2.3.3.5 Licenses and Certificates

Each Bidder shall provide copies of its FDACS Pest Control Business License and the Pest Control Operator Certificate necessary to perform the services within the scope of work.

<http://www.freshfromflorida.com/Divisions-Offices/Agricultural-Environmental-Services/Business-Services/Pesticide/Pesticide-Applicator-Certification/Laws-and-Regulations>

Upload License and Certificates here.

2.4 Evaluation Criteria

The Department shall review bidder responses using the criteria listed in 2.2.4 Bidder Qualification Questions to determine responsiveness. Bids that do not meet all requirements of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidder's responses, past performance, or current status that do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a Contract may be rejected as non-responsible. At its sole discretion the Department will determine which responses meet the requirements of this solicitation, and which Bidders are responsive and responsible.

2.5 Basis for Award

The Department may award up to three (3) Contract(s) for Pest Control with included IPM Services per Region. Award(s) will be made to the responsive, responsible Bidder(s) with the lowest total evaluated price for that Region.

The Department may award up to two (2) contract(s) for Termite Services per Region. Award(s) will be made to the responsive, responsible Bidder(s) with the lowest price for that Region.

2.5.1 Pest Control Services with included IPM

Bidders are not required to bid every Region. If the Bidder wishes to be considered for a Region, they are required to bid on Pest Control Services with included IPM Services; however Bidders are not required to bid Termite Services.

The total evaluated price for each Region is determined by price per 1,000 sq. ft. per month for each service multiplied by the weighted percentage. All areas on the Price Sheet where information is required are highlighted in yellow for each Region.

Price per 1,000 sq. ft. per month for each Service = Price

Price x Weighted Percentage = Evaluated Price

Sum of Evaluated Prices = Total Evaluated Price

Price: Price per 1,000 sq. ft. per month for each service.

Weighted Percentage: The Department's weighted percentage for the Bidder's price per 1,000 sq.ft. per Month.

Evaluated Price: The Bidder's price multiplied by the weighted percentage.

Total Evaluated Price: The Bidder's total evaluated price for the Region.

2.5.2 Termite Services

Bidders are not required to bid every Region. Bidders may bid Termite Services only.

All areas on the Price Sheet where information is required are highlighted in yellow for each Region.

2.6 Preference to Florida Vendors

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

2.7 Tie Bids

In the event that the Department's evaluation results in identical evaluations of bids where one or more of the Bidders can be awarded but not all, the Department will select a Bidder based on the criteria identified in Rule 60A-1.011, F.A.C.

2.8 Rejection of Bids

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose bids, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of a contract may be rejected as not responsible. The Department reserves the right to determine which bids meet the requirements of this solicitation, and which bidders are responsive and responsible.

2.9 Redacted Submissions

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

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Bidder such an assertion has been made. It is the Bidder's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand

for discovery or disclosure of the Confidential Information of the Bidder in a legal proceeding, the Department shall give the Bidder prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

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

2.10 Optional Site Visit

The opportunity to conduct Optional Site Visits will be specified in the Timeline of Events. The Optional Site Visits are for Bidders who would like to inspect the locations conditions that may affect the preparation of their bid or the performance of the Contract. Optional Site Visits will be conducted Monday through Friday during normal business hours.

Answers given at the Optional Site Visit will be preliminary (not binding). Official answers to questions submitted will be posted via addenda on the Vendor Bid System and the MFMP Sourcing Tool. Please see Section 1.8.1 Question Submission.

Bidders must contact the person listed on Attachment G – Facilities List, to schedule the Optional Site Visit. Bidders must meet all requirements of the facility to be allowed to conduct the Optional Site Visit at the desired facility. All bidders will be expected to register their attendance at the Optional Site Visit and to be on time.

Section 3 Description of Scope

3.1 Purpose

The purpose of this solicitation is to establish a five year State Term Contract for the purchase of Pest Control Services, IPM and Termite Services by State Agencies and other Eligible Users. Purchases under this agreement will meet the needs of state agencies and other Eligible Users in the performance of the respective entities' core responsibilities.

Contractor will provide labor, materials, services, skills, supervision, and necessary tools and equipment to insure that Customer's facilities will be free of pests. Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents. Contractor shall keep the property free and clear at all times of excess materials, debris and equipment. Contractor shall provide the following services within the boundaries of each facility:

3.1.1

Pest Control Services shall cover prevention and elimination for pests, as defined in section 482.021, Florida Statutes, including, but not limited to, rats, mice, roaches, fleas, ants, silverfish, centipedes, millipedes, earwigs, spiders, crickets, wasps, moths and gnats and all other common insects.

3.1.2

IPM shall consist of a number of components, but not limited to, identifying the types of pests involved, identifying and correcting conditions contributing to pest infestations, determining areas requiring treatment, both with nonchemical methods and pesticides, selecting and implementing the appropriate treatment procedures, inspecting, and monitoring to evaluate results and to detect new pest invasions.

3.1.3

Termites Services shall cover prevention and elimination for termites and other wood-destroying organisms.

3.1.4

Contractor will provide treatment using only pesticides that comply with the provisions of the Federal Insecticide, Fungicide and Rodenticide Act (7 USC 136 et seq.) as amended by the Federal Environmental Pesticide Control Act of 1972 and the regulations issued there under.

3.1.5

Contractor will visit each property monthly, to inspect, maintain, and service the interior and exterior of the associated facility for Pest Control Service to include but not limited to the following: Ten foot perimeter around facility, loading docks, common areas, entrance ways, hallways and stairways, lunchrooms, kitchens, kitchenettes, restrooms, maintenance areas, dormitory areas, trash collection areas, basement areas, mechanical rooms and utility areas, elevator rooms and associated elevator pits, accessible structural voids, exterior windows, tunnel areas, garage and parking areas.

3.1.6

Any ant trails shall be followed to the source and exterminated. Contractor shall provide ant bait stations for interior ant infestation.

3.1.7

Contractor will perform treatments after normal business hours, Monday through Friday. Some baiting and mechanical traps may be set during normal business hours with approval of facility management at the facility. Exceptions may be required if regular treatments do not control an infestation. Treatments during or after normal business hours must be coordinated with the facility manager as well as any proposed fumigation or other applications. Copies of safety data sheets (SDS) and authorization from agency Health & Safety personnel will be required.

3.1.8

For Agency service locations, a schedule of visits needs to be developed with management at each location.

3.2 Schedule of Services to be Provided

All treatments must be scheduled with the Customer on a location basis.

3.2.1 First Month of Contract

3.2.1.1

The Contractor will verify the square footage for each location being serviced. Any discrepancies in square footage shall be brought to the attention of Customer and the price may be adjusted accordingly per Customer's written approval.

3.2.1.2

A thorough inspection of each facility shall be conducted to locate any infestation. Intensive treatment must follow to assure a 7-day resolution to eliminate all existing infestations.

3.2.2 Monthly Treatments

Follow-up inspections and treatment, as needed, shall be accomplished at each facility.

3.2.2.1

For Agency locations, visits will be scheduled at least once a month.

3.2.2.2

Kitchens and food service areas will be visited a minimum of twice a month.

3.2.3 Additional Treatments

Additional treatments may be required. The Contractor shall provide two re-treatment per month per location, at no additional cost, at the request of Customer.

3.3 Purchasing Card Program

The State of Florida has implemented a purchasing card program, using the Visa platform. Contractor may receive payment from state agencies by the purchasing card in the same manner as other Visa purchases. Visa acceptance is mandatory but is not the exclusive method of payment. Administrative fees shall not be charged to the Customer.

3.4 Ordering Information

During the term of the Contract, Contractors shall name and maintain a minimum of one person responsible for administering the contract within each Region the Contract has been awarded.

3.4.1 Ordering Information Changes

The Contractor shall submit changes for its company's Ordering Information in the completed Ordering Information Form. The Contractor shall update any information necessary for placing orders under the contract by submitting revised Ordering Information. **Attachment D** - Ordering Information Form.

3.5 Authorized Subcontractor

During the term of the Contract, Contractors may name Authorized Subcontractors within the State of Florida or service representatives. Authorized Subcontractors must be approved by the Department and shall provide copies of its FDACS Pest Control Business License and FDACS Pest Control Operator's Certificates necessary to perform the services within the scope of work. Authorized Subcontractors are bound by all the duties that apply to the Contractor as they were the Contractor. The Contractor remains wholly liable for the Subcontractors actions as if the Contractor were actually performing those actions. If an Authorized Subcontractor is receiving orders on behalf of the Contractor, they are required to register in MyFloridaMarketPlace. Prior to performance of work all Authorized Subcontractors will be fully insured consistent with Section 4.7 and 4.8. Contractors shall complete the Authorized Subcontractor Form for all requests to add or remove Authorized Subcontractors, including any Certified Minority Business Enterprise (CMBE). **Attachment A** – Authorized Subcontractor Form

3.6 Performance Bond

If deemed necessary, the Customer may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of providing the required items specified on Customer Purchase Order against this Contract. Determination of the appropriateness and amount of any bond requirement, is the sole responsibility, and at the sole discretion, of the Customer.

3.7 Delays and Complaints

The Contractor will promptly notify the Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any product, including any commodity, service, deliverable, or project. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform 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 Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Customer and use commercially reasonable efforts to perform its obligations on time notwithstanding the Customer's delay. (For example if a facility is on lock down)

The Contractor acknowledges that untimely performance or other material non-compliance will damage the Customer, but by their nature such damages are difficult to ascertain. Accordingly, the

on-going liquidated damages will apply to this Contract. Ongoing liquidated damages are not intended to be a penalty and are solely intended to compensate for damages caused by failure to complete or perform on the Contract.

Documented inability to timely and successfully complete (or deliver) any Products may result in ongoing liquidated damages, default proceedings, and possible termination via the established Complaint to Vendor process (PUR 7017) per 60A-1.006 F.A.C.

The Department or Customer may impose ongoing liquidated damages up to one thousand dollars (\$1000.00) per calendar day of non-compliance, until such non-compliance is remedied to the satisfaction of the Department or Customer, as applicable. Ongoing liquidated damages may be adjusted based on total damages realized by the Department or Customer as specified in Section 4.6.

3.8 Performance Measures with Financial Consequences

3.8.1 Additional Agency Inspections

Additional inspections shall be made upon request to retreat and maintain quality standards. Contractor must verbally respond to complaints within 24 hours, visit the site within three days and resolve outstanding complaints within seven days at no additional cost to the Customer.

Fifteen Percent (15%) will be deducted from provider's invoice per site associated with non-compliance.

3.8.2 Additional Treatments

Additional treatments may be required. The contractor shall provide two re-treatment per month per location, at no additional cost at the request of the Customer.

Ten Percent (10%) will be deducted from provider's invoice per site associated with non-compliance.

3.8.3 Record Keeping

Record keeping will be maintained in an on-site log book which will be completed at the end of each service and will contain the following information: Contractors and employees name, application site, purpose of application, name of pesticide and insecticide used, date, and time of application, location of application, target pests and any precautions due to application.

Five Percent (5%) will be deducted from provider's invoice per site associated with non-compliance.

3.8.4 Background Check Information

Background check information shall be provided to the agency as well the Department's Contract Manager 10 days after contract effective date and shall be maintained annually thereafter.

Five Percent (5%) will be deducted from provider's invoice per site associated with non-compliance.

3.9 Sales Requirements

Should no sales be recorded in two consecutive contract quarters, the Contract may be terminated for convenience or the Department may choose to not renew the Contract.

3.10 Addition, Deletion and Square Footage Adjustment of Locations

The Department reserves the right to add or delete locations, facilities, or specific buildings to and from the Contract resulting from this ITB when deemed to be in the best interests of the Department. These additions and deletions will be based on square footage. The Department also has the right to adjust square footage for specific buildings based on written agreement between Customer and Contractor.

3.11 Use of Chemicals

The contractor shall comply with Federal and State Regulation as it applies to use of chemicals.

3.11.1

Each employee who performs pest control for must have an Employee Identification Card from FDACS.

3.11.2

The Contractor, prior to commencing work, shall provide photocopies to the Customer of its business Pest Control Business License from FDACS and of the Pest Control Operator's Certificate necessary to perform the services within the scope of work. These licenses and certifications must be maintained throughout the life of the Contract. See Sections 482.071 and 482.111, Florida Statutes.

3.11.3

Pesticide application shall be according to need rather than by schedule. Pesticides shall be used only if adequate control cannot be achieved with non-chemical methods.

3.11.4

Pesticide use shall consist of the least hazardous material, most precise application technique, and minimum quantity of material necessary to achieve control.

3.11.5

The Contractor shall provide labels and safety data sheets (SDS) for every pesticide used on the premise. Copies will be maintained in the onsite logbook. All such pesticides must be approved by facility management.

3.11.6

Pesticides shall not be stored on site.

3.11.7

With the exception of Department of Corrections locations, pesticides shall never be applied when employees are present.

3.11.8

Pesticides shall never be applied when facility HVAC systems are off.

3.11.9

Pesticides applied to the air must never be used for routine treatment inside facilities. Pesticides must be applied only as containerized or crack and crevice treatments in which the applied treatment is never visible.

3.11.10

Insecticides must be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations must be selected only as a last resort or when solids, pastes, or gels are not practical.

3.11.11

Insecticides approved for normal use must be limited to nonvolatile bait formulations that are either applied to cracks and crevices or concealed inside protective containers.

3.11.12

Bait formulations, traps, vacuuming, sanitation, and exclusion techniques must be emphasized for insect control inside facilities.

3.11.13

Fogging may be required for flea infestation, using Pyrethrum pt .565 or an equivalent substance. Active ingredients shall contain:

3.11.13.1

Pyrethrum 50% Technical Piperonyl Butoxide 1.000% N-Octyl Bicyclopeptene – Dicaboride 1.000% refined petroleum oil 8.000%.

3.11.13.2

Inert: 89.500%, equivalent to 0.8% (Butylcarbity) 6-Prepylpiperonyl and 0.2 of related compounds.

Section 4 Contract Conditions

4.1 General Contract Requirements

The General Instructions to Respondents, PUR 1000 (General Contract Conditions) is incorporated by reference and provided via a link below.

<http://www.dms.myflorida.com/content/download/2933/11777/version/6/file/1000.pdf>

4.2 Special Contract Requirements

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

4.3 Definitions

4.3.1 Authorized Subcontractor

A subcontractor is an individual or a business that performs part or all of the obligations of a Contractor's Contract.

4.3.2 Bidder(s)

One who submits a response to an Invitation to Bid (ITB).

4.3.3 Confidential Information

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

4.3.4 Contract

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

4.3.5 Contractor(s)

The Vendor that has been awarded and contracts to provide pest control services, which meet the requirements, specifications, terms, and conditions herein, to an Agency or Eligible User.

4.3.6 Eligible User

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

4.3.7 Facilities List

List of buildings, locations and contact information for the Department of Management Services (DMS) and Department of Corrections (DOC).

4.3.8 Integrated Pest Management (IPM)

As defined 482.021(15), Florida Statutes.

4.3.9 Pest Control Services

As defined 482.021(22), Florida Statutes.

4.3.10 Region

Service area defined in Regional Map Section 4.40.

4.3.11 State

The State of Florida.

4.3.12 Termite Services

As defined in 482.021(28), Florida Statutes.

4.3.13 Vendor(s)

The entity that believes itself capable and is in the business of providing a commodity or service similar to those within the solicitation, and may or may not respond to the solicitation.

4.4 Electronic Invoicing

The following provisions apply in addition to Section 15, of the [PUR 1000](#). The Contractor shall supply electronic invoices in lieu of hard copy invoices for those transactions processed through MFMP. Contractor agrees, upon Department's request, to establish electronic invoicing within 90 days of written request.

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.

Electronic invoices shall be submitted to the Customer through the Ariba Network (AN) in one of the three mechanisms listed below.

4.4.1 cXML (commerce eXtensible Markup Language)

This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

4.4.2 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 electronic invoicing via the AN for catalog and non-catalog goods and services.

4.4.3 PO Flip via AN

The online process that 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 within their AN account by simply “flipping” the PO into an invoice. This option does not require any special software or technical capabilities.

4.5 Return of Funds

The Contractor shall return to the Customer any overpayments made to the Contractor due to unearned funds or funds disallowed that were disbursed to the Contractor by the Customer and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay the overpayment immediately without notification from the Customer. In the event that the Customer first discovers an overpayment has been made, the Customer will notify the Contractor in writing of such findings. Should repayment not be made within 30 days, the Contractor will be charged interest at the lawful rate of interest on the outstanding balance after Customer notification or Contractor discovery.

4.6 Financial Consequences for Nonperformance

The State reserves the right to withhold payment or implement other appropriate remedies, such as contract termination or nonrenewal, when the Contractor has failed to perform under or comply with the provisions of this contract. When or if the Contractor fails to perform under or comply with provisions of this contract, the Contractor has ten (10) calendar days from receipt of Complaint to Vendor Form to comply as instructed within the notice. An amount of \$1000.00 may be assessed for each day the Contractor is delinquent after the ten (10) day notice period ends, and that amount may be withheld from a Contractor’s invoice. The rights and remedies of the State in this paragraph are not considered penalties and are in addition to any other rights and remedies provided by law.

4.7 Compliance with Laws, Rules, Codes, Ordinances, and Licensing Requirements

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

The Contractor shall, if the material, equipment, etc., delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on the date of delivery, bear all costs necessary to bring the material, equipment, processes, etc., into compliance.

4.8 Liability and Worker’s Compensation Insurance

This paragraph supersedes Section 35, of the PUR 1000. During the Contract term, the Contractor at its sole expense provides commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be as follows: workers’ compensation and employer’s liability insurance per Florida statutory limits (currently \$200,000 per accident, \$200,000 per person, and \$1,000,000 policy aggregate) covering

all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$1,000,000 (defense cost in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$1,000,000, including hired and non-owned liability, and \$50,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

4.9 Notice of Legal Actions

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

4.10 Public Records

4.10.1 Access to Public Records

The Contractor shall allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from Article I, Section 24(a), Florida Constitution or Section 119.07(1), F.S. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section.

4.10.2 Redacted Copies of Confidential Information

If Contractor considers any portion of any documents, data, or records submitted to the Department to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Contractor must – upon request, provide the Department with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy shall only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

4.10.3 Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, F.S., the Florida Constitution or other authority, to which documents that are marked as "Confidential" are responsive, the Department will provide the Contractor-redacted copies to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor's responsibility to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential

Information of the Contractor under legal process, the Department shall give the Contractor prompt notice of the demand prior to releasing the information labeled "Confidential" (unless otherwise prohibited by applicable law). Contractor shall be responsible for defending its determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

4.10.4 Indemnification for Redacted Information

Contractor shall protect, defend, indemnify and pay all cost and all fees of the Department for any and all claims arising from or relating to Contractor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request or other lawful request for these records.

4.10.5 Public Records Clause for Department Contracts

If, under this contract, the Contractor is providing services and is acting on behalf of the Department as provided under Section 119.011(2), F.S., the Contractor, subject to the terms of Section 287.058(1)(c), F.S., and any other applicable legal and equitable remedies, shall:

4.10.5.1

Keep and maintain Public Records that ordinarily and necessarily would be required by the Department in order to perform the service.

4.10.5.2

Provide the public with access to Public Records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

4.10.5.3

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

4.10.5.4

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

4.11 Intellectual Property

The Department does not anticipate that any Intellectual Property will be developed as a result of this contract. However, any Intellectual Property developed as a result of this contract will belong to and be the sole property of the state. This provision will survive the termination or expiration of this contract.

4.12 Preferred Pricing Affidavit Requirement

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

Attachment E – Preferred Pricing Affidavit

4.13 Records Retention

The Contractor shall 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 the Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

4.14 Gifts

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

4.15 Vendor Ombudsman

A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

4.16 Monitoring by the Department

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

4.17 Scrutinized Company List

Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S. 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.

Attachment J - Scrutinized Companies

4.18 E-Verify

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

4.19 MFMP Transaction Fee and Reports

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

The Contractor is required to submit monthly Transaction Fee Reports in electronic format. Reports are due ten (10) working days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and Vendor training presentations available online on the MFMP website: [MFMP Transaction Fee and Reporting](#). Assistance is also available with the Transaction Fee Reporting System from the MFMP Customer Service Desk at the email address hyperlink: [MFMP Customer Service Desk Email](#), or telephone 866-FLA-EPRO (866-352-3776) between the hours of 8:00 AM to 5:30 PM Eastern Time.

4.20 Contract Quarterly Reports

Each Contractor shall submit the Contract Quarterly Report, in Excel format within 30 days of the end of the quarter in the format that will be provided by the Department electronically upon contract execution.

The Department reserves the right to require the Contractor to provide additional reports. Failure to provide the Quarterly Report and any requested annual sales reports (including reports with no sales), may result in the Contractor being found in default and termination of the Contract by the Department or nonrenewal of the Contract.

Submission of the Quarterly Report is the responsibility of the Contractor without prompting or notification by the Department. The Contractor shall submit the completed Quarterly Report by email to the Contract Manager.

Attachment H – Quarterly Reporting

4.21 Diversity Reporting

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

Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will 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.

4.22 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 agenda. The Contractor shall submit the completed agenda and proposed presentation to the Department for review and acceptance 10 days prior to the meeting. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contract being found in default and termination of the Contract by the Department or nonrenewal of the Contract.

4.23 Contract Termination

The Department may terminate the Contract if the Contractor: 1.) fails to comply with all terms and conditions of this Contract; 2.) fails to produce each deliverable within the time specified by the Contract; or, 3.) fails to abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under the Contract. Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. The Contractor shall not be entitled to recover any cancellation charges or lost profits. (Reference Section 4.6, Financial Consequences and Section 3.6, Performance Bond)

4.24 Force Majeure

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

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

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

4.25 Environmental Health, Safety, Hazardous Substances and Hazardous Materials

The following define minimum requirements Contractor is to follow for Environmental Health, Safety, Hazardous Substances, Recycling, Hazardous Materials, Hazardous Waste Characterization and Disposal, Waste Minimization, Personnel Training, Required Notifications, Permits and Records Retention.

4.25.1 OSHA Regulations

Contractor shall comply with all applicable requirements of the “General Industry Standards” of OSHA (Occupational Safety & Health Administration). These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

4.25.2 Safety Data Sheet

Contractor shall provide SDSs and description literature for each chemical/compound/mixture used in the performance of the Contract to the Customer before the commencement of any work hereunder. All SDSs shall be of the latest version and comply with 29 CFR 1910.1200. Hazardous products shall not be used, except with prior approval of the Customer, and must be disposed of properly by the Contractor in accordance with the U. S. EPA (Environmental Protection Agency) 40 CFR 260-265. Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

4.25.3 Hazardous Substances / Hazardous Materials

Contractor shall submit SDSs for approval of products to be used to the Customer prior to any use in the location. Contractor is not to use any product not approved by the Customer anywhere at the location. Contractor shall not use any product that has a pH level of less than 3 or a pH level greater than 11. Contractor is permitted to use certain products that the SDS rates it “Flammable or Mildly Toxic” with approval from the Location Manager (i.e. – weed control, pesticides & herbicides).

4.25.4 Proper Disposal of Spent or Used Products

Certain chemicals / compounds / mixtures require proper disposal after they have been spent or used pursuant to the U. S. EPA (Environmental Protection Agency) and Florida DEP (Department of Environmental Protection). Contractor is required to establish discrete waste streams for any chemicals that require proper disposal according to 40 CFR 260-265. Contractor is not permitted to store any chemicals at the location for any reason without the Customer’s written permission.

4.25.5 Supervisor and Personnel Training

Contractor is required and shall train all supervisors permitted on-site and personnel prior to job assignment at the location according to 29 CFR 1920.1200. Contractor shall provide verifiable documentation that supervisors have completed a minimum of 4 hours Hazardous Materials “Awareness Level” training from an approved training provider.

4.25.6 Records Retention by the Contractor

Contractor shall keep and maintain all training records and certifications, SDSs, first report of injury and illness requiring first aid or additional medical professional treatment. Additionally, all injuries are to be recorded on the “OSHA 300 Log” and 300-A according to 29 CFR 1904.

4.25.7 Special Permits, License & Product Notifications

Certain cities, counties and municipalities require hazardous materials licenses prior to use of certain products. The contractor is responsible for obtaining all necessary licenses and permits regarding any hazardous materials prior to execution of this contract.

4.25.8 Personal Protective Equipment

All personnel are required to wear personal protective equipment in the prosecution of their duties to include protective eye wear or face shields, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes boxes, long pants or protective chaps.

4.25.9 Waste Minimization Programs

The U.S. Environmental Protection Agency (U.S. EPA) and Florida Department of Environmental Protection (FDEP) require the minimization of waste by the use of water-soluble chemicals where possible. Contractor is expected to utilize to the extent feasible the use of water-soluble and user friendly products that are available.

4.26 Uniform and Vehicle Identification

Pest Control personnel working under this Contract shall report to work in uniforms provided by the Contractor. The uniform shall clearly identify the employee as working for the Contractor. Uniforms will meet all applicable local, state, and Federal Standards. All vehicles will be clearly identified with the Contractor name. Contractor shall be responsible for all associated costs.

4.27 Deliverables

The Contractor agrees to follow the customary and standard industry practice for the performance of the Pest Control Services provided. The Contractor agrees that should the Contractor fail to adhere to same, that the Department has the sole discretion to deem such failure as sufficient cause for default and immediately terminate this Contract.

4.28 Performance Standard

The Contractor shall meet all performance standards set forth in this solicitation. The Contractor shall warrant that all work performed hereunder complies with customary, reasonable and prudent standards of performance in the industry and shall perform all services in a professional manner.

4.29 Key Personnel Assignment

The Contractor shall name and certify each on-site supervisor in accordance with Section 2.3.3.5. The Contractor agrees that in the event it becomes necessary for the Contractor to change key personnel, substitution of said personnel shall take place only upon the Customer's prior written consent.

4.30 Background Check (Except Department of Corrections and Juvenile Justice)

The Contractor/ Subcontractor shall have a FDLE (Florida Department of Law Enforcement) background check performed on each individual that will be working on the property. The Contractor/Subcontractor may access the FDLE site themselves to perform this check online. The

Contractor/Subcontractor is responsible for payment. The address for the site is <http://www.fdle.fl.us/CriminalHistory>. If the individual has not been a resident of Florida for 12 months (out of state), then a check must be done using their previous residence. A nationwide criminal background check must be obtained: <http://www.sentrylink.com>.

A copy of any background check must be provided to the Customer for review, which then will be forwarded to the Department of Management Services' Inspector Generals' Office for approval before any personnel will be allowed to work under this Contract. This provisions does not apply to Department of Correction and Juvenile Justice, instead see the provisions below.

4.31 Department of Corrections and Department of Juvenile Justice (DOC/DJJ) Security Guidelines

4.31.1. Institutional and Customer Security

4.31.1.1

The Contractor shall comply with DOC/DJJ security guidelines on institutional and security policies. Violations of these rules could result in termination of the Contract. The Contractor shall contact, within ten (10) days of execution of any contract which may result from this ITB, the institution or location to obtain a copy of any specific institutional or location rules.

4.31.1.2

Any Contractor's staff assigned to this project, who will enter any DOC/DJJ institution or location where offenders are present or housed, shall be subject, at DOC/DJJ expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This records check will be conducted by the respective DOC/DJJ Management and may re-occur at any time during the Contract period. DOC/DJJ has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the contract. DOC/DJJ are under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide to the respective DOC/DJJ Management, within ten (10) days of Contract execution, the following data for any individual Contractor's or subcontractor's staff assigned to the Contract: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State of Issue.

4.31.1.3

The Contractor shall ensure that respective DOC/DJJ Management is provided the information needed to have the NCIC/FCIC background check conducted prior to any Contractor staff being hired to provide services under any contract which may result from this ITB. The Contractor shall not offer employment to any individual who has not had an NCIC/FCIC background check conducted.

4.31.1.4

The Contractor shall not hire any person to provide services under any contract which may result from this ITB, who has been barred from any DOC/DJJ institution or other DOC/DJJ location.

4.31.1.5

The Contractor shall not employ any individual to provide services at any institution or location who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons

under any such supervision may work for other elements of the Contractor's company that are independent of the services provided under any contract which may result from this ITB.

4.31.1.6

The Contractor shall disclose any business or personal relationship a Contractor staff person, officer, agent or potential hiree may have with anyone presently incarcerated or under the supervision of DOC/DJJ.

4.31.1.7

The Contractor shall immediately report any new arrest, criminal charges or convictions of a current employee under this contract to the respective DOC/DJJ Manager.

4.31.2. Additional Guidelines

The following items, regarding institutional security, are raised to increase bidder/contractor awareness of the institutional system environment in which they will be working. These issues are brought to the attention of the Contractor, his/her employees and subcontractors for their use as guidelines during the term of any contract.

4.31.2.1

Do not bring any firearms or weapons of any kind onto the institution's grounds. To do so constitutes a felony. (This includes a prohibition against any weapons in vehicles.)

4.31.2.2

Do not bring any alcohol or controlled substances onto the institution grounds. Lunch boxes, toolboxes and other containers will be checked at the gate.

4.31.2.3

Confirm, with the Institution's Warden or Colonel, where vehicles should be parked.

4.31.2.4

Do not leave keys in ignition or elsewhere in motor vehicles.

4.31.2.5

Lock all vehicles and tool boxes. Wheel locking devices may be required.

4.31.2.6

Obtain and carry formal identification. (This means a Florida Driver's License or Florida Identification Card.) Proper identification will be required to be admitted to the institution.

4.31.2.7

Establish materials storage and working areas with the Warden or Colonel.

4.31.2.8

Do not shutdown any utilities without the prior approval of the Warden or Colonel.

4.31.2.9

Do not traffic with inmates. Absolutely no transactions are to occur between Contractor's personnel and inmates. This includes a prohibition against giving or receiving anything.

4.31.2.10

Do not communicate with inmates, verbal or otherwise, without the institution's authorization.

4.32 Fines, Citations, Damages

The Contractor agrees to be solely and financially responsible for any and all fines, citations and or damages levied by local, state or federal regulators against the Department for incidents resulting from non-compliance relating to regulatory violations or negligence on the part of the Contractor including, but not limited to, spills, leaks, injuries to the environment, injuries to humans or property damages. The Contractor shall be solely responsible for any and all cost, expenses, attorneys' fees or travel incurred by the Department relating to such violations or negligence.

4.33 Pre-Service Conference

Contractor shall meet with the Customer to discuss and develop mutual understandings relative to interpretation or questions concerning specifications, administering and scheduling work, safety practices and contract administration. The Contractor shall submit at said "Pre-Service Conference:"

4.33.1

Any site instructions, post orders, etc. available for review and approval by Customer.

4.33.2

Customer will have thirty days to verify treatable square footage at each location per Section 3.2 Schedule of Services to be Provided.

4.33.3

Customer and Contractor shall identify contacts for each location. Contractor shall supply telephone and pager numbers of supervisors.

4.33.4

For Department of Correction's locations, NCIC security checks must be done for each Contractor employee as specified in Section 4.31, prior to entry into a location.

4.34 Facilities List

List of buildings, locations and contact information for the Department of Management Services (DMS) and Department of Corrections (DOC). This list provides primary locations for DMS and DOC, but is not all inclusive.

Attachment G – Facilities List

4.35 Inspection and Acceptance

Any and all services rendered under this Contract, including quality of work, are subject to inspection by the Customer during Contractor's operations as well as upon completion of the work each month. A representative of Contractor and the Customer, or designee, shall inspect the location and shall document the results of said inspection for future reference.

4.36 Price Adjustments

Price may be adjusted annually at the time of each contract anniversary, beginning 12 months after the contract effective date based on the percent change (up or down) of the Producers Price Index (PPI) and the Current Employment Statistics (CES). All requests must be submitted to the Contract Manager. Contractor shall complete the Contract Revision Request Form, Attachment D. Price adjustments correlate with the Non-Seasonally Adjusted, PPI and CES for the Series ID's in the table below and as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. These reports are accessible at the following website: <http://www.bls.gov/data/>.

Series Identifier	Industry	Baseline
PCU325320325320	Pesticide and other agricultural chemical manufacturing	December 2014
SMU12000006056170001	State: Florida Area: Statewide Supersector: Professional and Business Services Industry: Services to Buildings and Dwellings Data Type: All Employees, In Thousands	December 2014

The Contractor shall have up to 60 days after the posting of the month or quarter non-preliminary data at each contract anniversary to request a price increase. When requesting a price increase, the Contractor shall submit a justification in writing to the Contract Manager detailing the reasons for the price adjustment request and demonstrating the calculable change in PPI and CES over the last 12 months of the Contract that supports a price adjustment. The Department will weigh the percentage increase for the PPI at 20 percent and for the CES at 80 percent when considering to accept or reject the requested price increase.

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

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

4.37 Meeting

The Contractor's On Site Supervisor shall meet with the Customer monthly, at a minimum, or at a frequency determined by the Customer, to review the monthly report, discuss issues, address any related problems and to submit the monthly invoice to the Customer for approval.

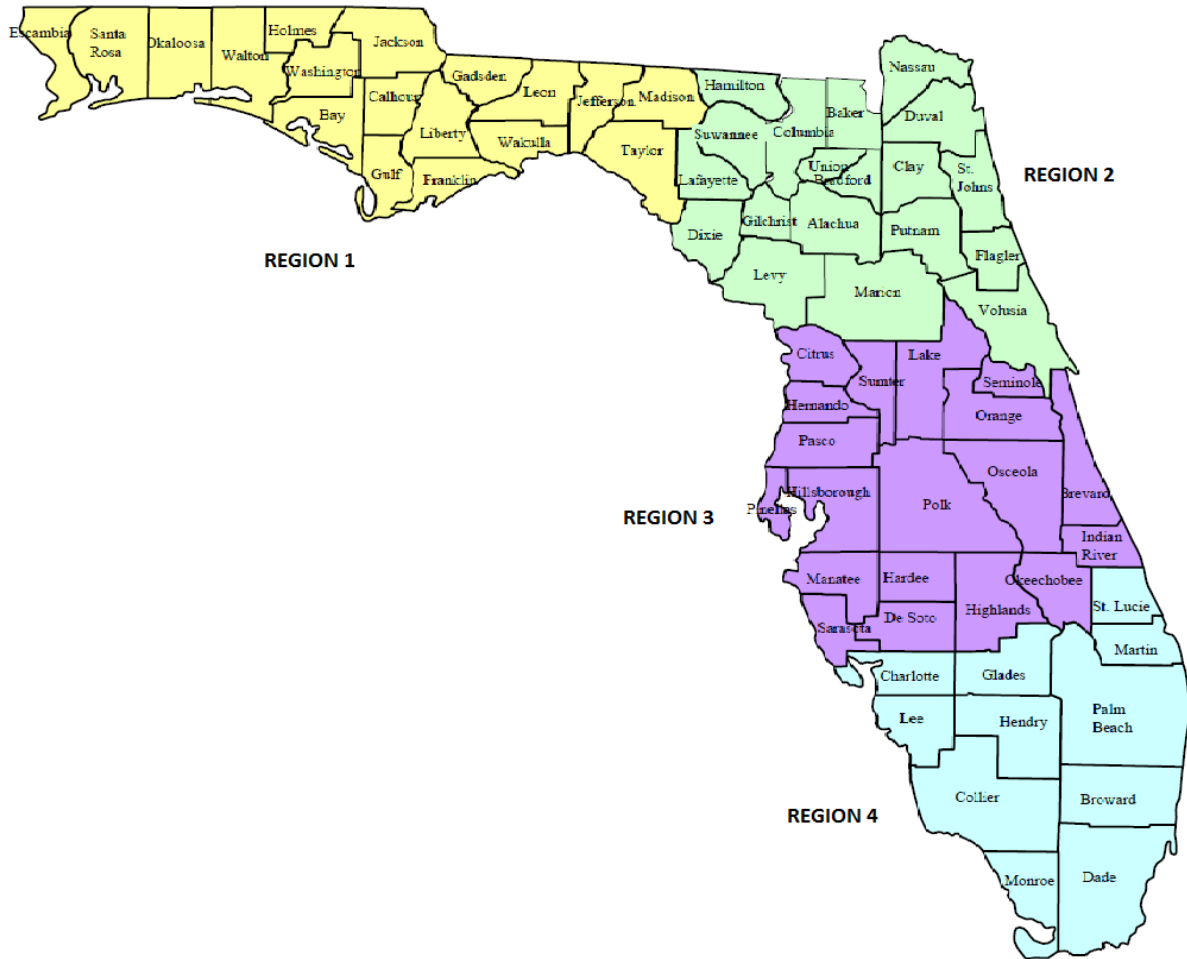
4.38 Additional Reporting to Eligible Users and Facilities

The parties will mutually determine an appropriate set of periodic reports to be issued by the Contractor to the State. At a minimum there shall be a monthly report summarizing the Contractor's performance.

4.39 Additional Contract Provisions

The provisions of ss. 287.058(1)(a) and (b), F.S., are hereby incorporated by reference.

4.40 Regional Map



Section 5 Attachments

Attachment A	Authorized Subcontractor (Section 3.5)
Attachment B	Certification of Drug-Free Workplace (Section 2.3.3.3)
Attachment C	Contract Revision Request (Section 4.36)
Attachment D	Ordering Information (Section 3.4)
Attachment E	Preferred Pricing Affidavit (Section 4.12)
Attachment F	Price Sheet for Bid Submission (Section 2.3.2)
Attachment G	Facilities List (Section 4.34)
Attachment H	Quarterly Reports (Section 4.20)
Attachment I	Savings/Price Reductions (Section 2.3.3.4)
Attachment J	Scrutinized Companies (Section 4.17)
Attachment K	Timeline of Events (Section 1.5)

**Attachment A
State of Florida
Authorized Servicing Dealers Form**

Authorized Subcontractor	
Subcontractor Information	
DEALER NAME:	
DEALER FEID NO.:	
MFMP / SPURS VENDOR NO.:	
STREET ADDRESS:	
CITY, STATE and ZIP:	
INTERNET ADDRESS:	
TELEPHONE NO.:	
TOLL-FREE NO.:	
FAX NO.:	
Contractor Representation	
CONTRACTOR'S REPRESENTATIVE NAME:	
TITLE:	
STREET ADDRESS:	
CITY, STATE and ZIP:	
E-MAIL ADDRESS:	
TELEPHONE NO.:	
TOLL-FREE NO.:	
CELL PHONE NO.:	
FAX NO.:	
GEOGRAPHIC AREA OF TERRITORY:	
NOTES:	
Note: Please make sure the Ordering Instructions information provided above matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information (http://vendor.myfloridamarketplace.com/).	
PLEASE DUPLICATE THIS FORM ON ADDITIONAL TABS AS NEEDED	

Each Authorized Subcontractor shall provide copies of its FDACS Pest Control Business License and FDACS Pest Control Operator's Certificates necessary to perform the services within the scope of work.

**Attachment B
State of Florida
Certification of Drug-Free Workplace**

Section 287.087 of the Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a Respondent that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under the Response a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, as a condition of working on the commodities or contractual services that are under the Response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

RESPONDENT'S NAME:

By: _____

Authorized Signature

Print Name and Title

**Attachment C
State of Florida
Contract Revision Request / Authorization Form**

Contractor to submit form with any requests for revisions to the State of Florida State Term Contract #XX for Pest Control Services. This form, as authorized by the contract manager, is required prior to any updates on a vendor's State Contract Web Page. Non-compliance with this condition may be cause for immediate cancellation. Include corresponding literature and price list(s) with request for pricing revisions by the corresponding price list(s).

Submit requests for pricing or product changes in hard copy to Ashli Harvey, State of Florida, State Purchasing, 4050 Esplanade Way, Suite 360, Tallahassee, Florida 32399-0950.

Requests to revise servicing dealer listings may be submitted by mail to the above address, email at Ashli.Harvey@dms.myflorida.com , or by fax at 850-922-1214.

CONTRACTOR: _____

CONTACT: Name: _____

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

E-mail: _____

REVISION TO: Pricing _____ Products _____ Servicing Dealers _____ Ordering _____

ATTACHMENTS: Price list(s) _____ Literature _____ Dealer revision(s) _____

(For use by State Purchasing – do not mark below this line.)

DATE RECEIVED: _____

DOCUMENTS ATTACHED : _____

APPROVAL: _____
Contract Manager

DATE OF APPROVAL: _____

CONTRACTOR NOTIFIED: via Fax _____ via mail _____ via email _____

Approval to accept the following as submitted for the State of Florida:

Please update your website information as soon as possible in order for this approval to be accessible for customers. The contractor must honor pricing posted on the website, and it is the vendor's responsibility to maintain and update any changes after approval.

VERY IMPORTANT

**Attachment D
State of Florida
Ordering Information**

Contractor Information	
Contractor NAME:	[Enter Contractor's Name]
Contractor FEID NO.:	[Enter Contractor's Federal Employer Identification Number]
MFMP / SPURS VENDOR NO.:	[Enter Contractor's MFMP / SPURS Vendor Number, if Known]
STREET ADDRESS:	[Enter Contractor's Street Address]
CITY, STATE and ZIP:	[Enter Contractor's City, State and ZIP]
INTERNET ADDRESS:	[Enter Contractor's Internet Address]
TELEPHONE NO.:	[Enter Contractor's Main Telephone Number]
TOLL-FREE NO.:	[Enter Contractor's Main Toll-Free Telephone Number, if Available]
FAX NO.:	[Enter Contractor's Main Fax Number]
Person Responsible For Administering The Contract	
NAME:	[Enter Contact's Name]
TITLE:	[Enter Contact's Title]
STREET ADDRESS:	[Enter Contact's Street Address]
CITY, STATE and ZIP:	[Enter Contact's City, State and ZIP]
E-MAIL ADDRESS:	[Enter Contact's E-Mail Address]
TELEPHONE NO.:	[Enter Contact's Telephone Number]
TOLL-FREE NO.:	[Enter Contact's Toll-Free Telephone Number, if Available]
CELL PHONE NO.:	[Enter Contact's Cell Phone Number (Optional)]
FAX NO.:	[Enter Contact's Fax Number]
Ordering and Remit-To Information Please provide information where Customers should direct orders. You must provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.	
REMIT-TO:	[Enter Contractor's Remit-To Name]
REMIT-TO STREET ADDRESS:	[Enter Contractor's Remit-To Street Address]
REMIT-TO CITY, STATE and ZIP:	[Enter Contractor's Remit-To City, State and ZIP]
REMIT-TO EMAIL and/or INTERNET ADDRESS:	[Enter Contractor's Remit-To Email and/or INTERNET Address]
<p>Note: Please make sure the Ordering Information provided above matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information (http://vendor.myfloridamarketplace.com/).</p>	
PLEASE DUPLICATE ON ADDITIONAL TABS IF NEEDED.	

**Attachment E
State of Florida
Preferred Pricing Affidavit**

REGARDING THE CONTRACT BETWEEN
_____ (THE "CONTRACTOR")
AND
THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
CONTRACT NO.: _____ DATED _____ (THE "CONTRACT")

Pursuant to section 216.0113, Florida Statutes, The undersigned contractor hereby attests that the Contractor complies with the best pricing offer clause contained in section 4(b) PUR 1000, Attachment E, of the contract.

Print Contractors Name: _____

By: _____
Signature of the Authorized Representative:

Date: _____

Print Representatives Name/Title:

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____,
by _____.

Signature of Notary
(Print, Type, or Stamp Commissioned Name of Notary Public)

[Check One] Personally Known OR Produced the following I.D. _____

Vendor Name: _____ FEIN# _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City, State, and Zip code: _____
Phone Number: (____) ____-____ E-mail: _____
CORPORATE SEAL (IF APPLICABLE)

Attachment F - State of Florida Price Sheet

Bidders Name:	
	Price per 1,000 sq. ft. per Month
Region 1	
Termite Services	\$ -
Region 2	
Termite Services	\$ -
Region 3	
Termite Services	\$ -
Region 4	
Termite Services	\$ -

Bidders must submit a price per thousand square feet per month for each Region.

Attachment G

BUILDING	ADDRESS	CONTACT INFORMATION		
ALACHUA 72-40-01-14-012 Alachua (01)	Joe Sprinkle 14101 US Highway 441, Suite 100 Alachua, Florida 32615	Local Cell FAX:	(386) 418-2197 519-6605 (386) 418-2194	joe.sprinkle@dms.myflorida.com
BENTON/FT. PIERCE 72-40-01-14-050 Saint Lucie (56)	George Kassees 337 North 4th Street, Room 123 Ft. Pierce, Florida 34950	Local Cell: FAX:	(772) 468-5685 519-6616 772-468-5680	george.kassees@dms.myflorida.com
CAPITOL 72-40-01-13-020 Leon (37)	Bob McLaughlin Room LL-12, The Capitol 400 South Monroe Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 487-1534 519-6623 (850) 921-6873	bob.mclaughlin@dms.myflorida.com
CCOC 72-40-01-13-090 Leon (37)	Brian Fienemann Capital Circle Office Center Central Energy Plant Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 487-9926 251-8816 (850) 921-8841	brian.fienemann@dms.myflorida.com
CCOC / DOR 72-40-01-13-090 Leon (37)	George "Rance" Grubbs Capital Circle Office Center 2450 Shumard Oak Blvd, Building3, Room 3112 Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 414-8635 528-9089 (850) 617-6509	rance.grubbs@dms.myflorida.com
CARLTON 72-40-01-13-030 Leon (37)	Chris Thomas Room M-30C, Carlton Building 501 South Calhoun Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-4943 519-6628 (850) 488-5089	chris.thomas@dms.myflorida.com
CARR 72-40-01-13-113 Leon (37)	Billy Harrison Palmetto Complex 3800 Commonwealth Boulevard Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-1107 528-3421	billy.harrison@dms.myflorida.com
COLEMAN 72-40-01-13-034 Leon (37)	Chris Thomas Coleman Building 400 East Gaines Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-4943 519-6628 (850) 488-5089	chris.thomas@dms.myflorida.com
COLLINS 72-40-01-13-040 Leon (37)	Travis Jones Room B-2, Collins Building 107 West Gaines Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-5638 519-6609 (850) 488-5638	travis.jones@dms.myflorida.com

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1st DCA 72-40-01-13-103 Leon (37)	Vacant First District Court of Appeal 2000 Drayton Drive Tallahassee, Florida 32311	Local Cell: FAX:	(850) 617-1137 850-251-7366 850-617-6807	
DMS WAREHOUSE/CERT 72-40-01-11-030 Leon (37)	Carla Forman 910 South Monroe Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 487-1545 528-9239 (850) 414-6733	rick.watson@dms.myflorida.com
DAYTONA 72-40-01-14-011 Volusia (64)	Dave Corley Room 120, Daytona Bch Reg. Service Center 210 North Palmetto Avenue Daytona Beach, Florida 32114	Local Cell: FAX:	(386))238-4731 519-7304 386-323-2467	dave.corley@dms.myflorida.com
DIMICK 72-40-01-14-051 Palm Beach (50)	Rodney Maxwell Room 123, Dimick Building 111 S. Sapodilla West Palm Beach, Florida 33401	Local Cell: FAX:	(561)837-5126 519-6622 561-837-5314	rodney.maxwell@dms.myflorida.com
DOUGLAS 72-40-01-13-113 Leon (37)	Billy Harrison Palmetto Complex Room 115, Douglas Building 3900 Commonwealth Boulevard Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-1107 528-3421 (850) 410-0400	billy.harrison@dms.myflorida.com
ELLIOT 72-40-01-13-036 Leon (37)	Chris Thomas Elliott Building 401 South Monroe Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-4943 519-6628 (850) 488-5089	chris.thomas@dms.myflorida.com
EXECUTIVE OFFICE BLDG 72-40-01-13-101 Leon (37)	Felipe Caquimbo Executive Office Building 908 South Bronough Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-1162 519-6624 (850) 488-1162	felipe.caquimbo@dms.myflorida.com
FDLE JACKSONVILLE FDLE Orlando 72-40-01-14-021 Orange (48)	Robert Rihel John Purcell 500 West Robinson Street Orlando, Florida 32801	Local Local Cell: FAX:	(904) 359-6280 (407) 245-0803 251-9043 407-317-7385	robert.rihel@dms.myflorida.com john.purcell@dms.myflorida.com
FDLE TALLAHASSEE 72-40-01-13-050 Leon (37)	Aron King Room B2010, FDLE Building 2331 Phillips Road Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 922-3872 519-6615 (850) 487-2530	aron.king@dms.myflorida.com

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FLETCHER 72-40-01-13-060 Leon (37)	Travis Jones Room B-14, Fletcher Building 101 East Gaines Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 414-7895 519-6609 (850) 488-1593	travis.jones@dms.myflorida.com
FLORIDA RECORDS CTR 72-40-01-13-082 Leon (37)	Chris Thomas 4319 Shelfer Road Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 921-0160 519-6628 921-2256	chris.thomas@dms.myflorida.com
FT. MYERS (Joseph P. D'Ale) 72-40-01-14-090 Lee (36)	Edward Hardy 2295 Victoria Avenue, Room 108 Ft. Myers, Florida 33901	Local Cell: FAX:	(239) 338-2355 519-6611 239-338-2356	ed.hardy@dms.myflorida.com
GORE 72-40-01-14-030 Broward (06)	Ralph Reynolds Room 110, Gore Building 201 West Broward Boulevard Ft. Lauderdale, Florida 33301	Local Cell: FAX:	(954) 467-4425 519-6636 954-467-4912	ralph.reynolds@dms.myflorida.com
GOVERNOR'S MANSION 72-40-01-63-010 Leon (37)	Rafael Gonzalez Governor's Mansion 700 North Adams Street Tallahassee, Florida 32303	Local Cell: FAX:	(850) 488-4661 - Ext. 8034 559-0345 (850) 922-6110	rafel.gonzalez@eog.myflorida.com
GOVERNOR'S MANSION CUR 72-40-01-63-010 Leon (37)	Carol Beck Governor's Mansion 700 North Adams Street Tallahassee, Florida 32303	Local Cell: FAX:	(850) 717-9345 559-0345 (850) 922-6110	carol.beck@eog.myflorida.com
GOVERNOR'S MANSION (GR) 72-40-01-63-010 Leon (37)	Vacant Governor's Mansion 700 North Adams Street Tallahassee, Florida 32303	Local Cell: FAX:	850-922-4993	
GRAY 72-40-01-13-041 Leon (37)	Felipe Caquimbo Room G-11, Gray Building 500 South Bronough Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 487-1267 519-6624 (850) 921-4207	felipe.caquimbo@dms.myflorida.com
GRIZZLE 72-40-01-14-060 Pinellas (52)	Toolsie Dubra Largo Regional Service Center 11351 Ulmerton Road, Room 134 Largo, Florida 33778	Local Cell: FAX:	(727) 588-3562 727-217-5263 727-588-3597	toolsie.dubra@dms.myflorida.com
GROUNDS 72-40-01-13-002 Leon (37)	Jack Smith Grounds Building 1018 South Bronough Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-5499 559-0421 922-2235	jack.smith@dms.myflorida.com

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HARGRETT 72-40-01-14-041 Hillsborough (29)	Ed Harris 2002 E. 26th Avenue Tampa, Florida 33605	Local Cell: FAX:	(813) 272-2313 519-6613 (813) 775-6296	ed.harris@dms.myflorida.com
HISTORIC CAPITOL 72-40-01-63-021 Leon (37)	Bob McLaughlin Historic Old Capitol 400 South Monroe Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 487-1534 519-6623 (850) 921-6873	bob.mclaughlin@dms.myflorida.com
HOLLAND 72-40-01-13-081 Leon (37)	Chris Thomas Room B-21, Holland Building 600 South Calhoun Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-8542 519-6628 (850) 487-4005	chris.thomas@dms.myflorida.com
HOUSE OFFICE BLDG 72-40-01-13-022 Leon (37)	Bob McLaughlin House Office Building 400 South Monroe Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 487-1534 519-6623 (850) 921-6873	bob.mclaughlin@dms.myflorida.com
HURSTON 72-40-01-14-020 Orange (48)	John Purcell Room N-114, Hurston Building 400 West Robinson Street Orlando, Florida 32801-1739	Local Cell: FAX:	(407) 245-0803 251-9043 407-317-7385	john.purcell@dms.myflorida.com
HVAC 72-40-01-11-040 Leon (37)	Jeremy Tharpe Coleman Building 400 East Gaines Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-9260 519-6642 (850) 413-0128	jeremy.tharpe@dms.myflorida.com
JACKSONVILLE A, B, C, D 72-40-01-14-010 Duval (16)	Robert Rihel Jacksonville Bldg. C 921 N. Davis Street Jacksonville, Florida 32209	Local Cell: FAX:	(904) 359-6280 519-6629 904-359-6281	robert.rihel@dms.myflorida.com
JACKSONVILLE DISPATCH CENTER 72-40-01-14-014 Duval (16)	Robert Rihel 908 N. Jefferson Street Jacksonville, Florida 32202	Local Cell: FAX:	(904)359-6280 519-6629 904-359-6281	robert.rihel@dms.myflorida.com
JAMES 72-40-01-13-130 Escambia (17)	Tom Long James Building, Room 109 160 Governmental Center Pensacola, Florida 32501	Local Cell: FAX:	(850) 595-8074 519-6621 850-595-8074	tom.long@dms.myflorida.com
KNOTT 72-40-01-13-023 Leon (37)	Bob McLaughlin Knott Building 111 West St. Augustine Road	Local Cell: FAX:	(850) 487-1534 519-6623 (850) 921-6873	bob.mclaughlin@dms.myflorida.com

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	Tallahassee, Florida 32399-0979			
LARSON 72-40-01-13-063 Leon (37)	Travis Jones Room G-52, Larson Building 200 East Gaines Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 414-7895 519-6609 (850) 488-1593	travis.jones@dms.myflorida.com
MONROE 72-40-01-14-080 Monroe (44)	Terry Graham Monroe County Regional Service Center* 2796 Overseas Highway Suite 127 Marathon, Florida 33050 *includes FWC shop	Local Cell: FAX:	(305) 289-2370 528-1360 305-289-2348	terry.graham@dms.myflorida.com
N. BROWARD 72-40-01-14-031 Broward (06)	Ralph Reynolds North Broward Regional Service Center 1400 West Commercial Boulevard Suite 198B Ft. Lauderdale, Florida 33309	Local Cell: FAX:	(954) 202-3380 519-6636 954-202-3381	ralph.reynolds@dms.myflorida.com
OPA LOCKA A 72-40-01-14-071 Dade (13)	Alfredo Carvallo 100 Opa Locka Boulevard Opa Locka, Florida 33054	Local Cell: FAX:	(305) 769-4077 528-6136 (305) 769-4077	alfredo.carvallo@dms.myflorida.com
OPA LOCKA B 72-40-01-14-071 Dade (13)	Alfredo Carvallo 200 Opa Locka Boulevard Opa Locka, Florida 33054	Local Cell: FAX:	(305) 769-4077 528-6136	alfredo.carvallo@dms.myflorida.com
OPCON 72-40-01-12-200 Leon (37)	James Forehand 500 S. Martin Luther King Boulevard Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-3512 519-0352 (850) 488-8077	james.forehand@dms.myflorida.com
PEPPER 72-40-01-13-080 Leon (37)	Chris Thomas Room B1-02, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-6325 519-6628 (850) 487-4005	chris.thomas@dms.myflorida.com
PETERSON 72-40-01-14-100 Polk (53)	Scott Woods Room 134, Peterson Building 200 North Kentucky Avenue Lakeland, Florida 33801	Local Cell: FAX:	(863) 413-2241 519-6610 863-413-2432	scott.woods@dms.myflorida.com
REGIONAL ADMINISTRATIO 72-40-01-14-000 Orange (48)	Dan Eberhart Room S537, Hurston Building 400 West Robinson Street Orlando, Florida 32801-1739	Local Cell: FAX:	(407) 999-5469 251-8818 407-999-5473	dan.eberhart@dms.myflorida.com
ROHDE 72-40-01-14-070 Dade (13)	Alfredo Carvallo Room N125, Rohde Building 401 NW 2nd Avenue Miami, Florida 33128	Local Cell: FAX:	(305) 377-5966 528-6136 (305)377-5258	alfredo.carvallo@dms.myflorida.com

Attachment G

SAFETY & FIRE 72-40-01-13-300 Leon (37)	Richard Lamberto Coleman Building 400 East Gaines Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 414-1014 519-0648 414-1151	richard.lamberto@dms.myflorida.com
SEBRING 72-40-01-14-061 Pinellas (52)	Toolsie Dubra 525 Mirror Lake Drive, North, Room 115 St. Petersburg, Florida 33701	Local Cell: FAX:	(727) 217-7101 727-217-5263 (727) 217-7102	toolsie.dubra@dms.myflorida.com
SENATE OFFICE BUILDING 72-40-01-13-022 Leon (37)	Bob McLaughlin Senate Office Building 404 South Monroe Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 487-1534 519-6623 (850) 921-6873	bob.mclaughlin@dms.myflorida.com
TRAMMELL 72-40-01-14-040 Hillsborough (29)	Ed Harris Room 106, Park Trammell Building 1313 Tampa Street Tampa, Florida 33602	Local Cell: FAX:	(813) 272-2313 519-6613 813-775-6296	ed.harris@dms.myflorida.com
TURLINGTON 72-40-01-13-100 Leon (37)	Felipe Caquimbo Room B1-30, Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-1162 519-6624 (850) 488-9421	felipe.caquimbo@dms.myflorida.com
TWIN TOWERS (Bob Martine 72-40-01-13-110 Leon (37)	Ben Spivey Room 169, Twin Towers Building 2600 Blair Stone Road Tallahassee, Florida 32399-0979	Local Cell: FAX:	(850) 488-3153 519-6614 (850) 487-3026	ben.spivey@dms.myflorida.com

**Attachment H
State of Florida
Quarterly Reports**

State Term Contract #

Provide quarterly sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (ex: January, April, July and October). Submit to:
INSERT NAME AND E-MAIL

Instructions

- * Please fill in all information using the yellow shaded cells only.
- * A sample of how data should be reported to the state is presented in cells with orange color.
- * Do not change the format of this sheet.
- * Columns A - U requests standard information required by the state. If any of these do not apply to your goods please enter "N/A".
- * Columns V and following will need to be renamed if you use them (enter column name in Additional Field).
- * Below you will find a description of all fields in these reporting sheet.

Part Number/SKU	Your product part number if applicable
Item / Service Name	Given name of Item
MFG	Manufacturer, Publisher, Provider
Item Category	Description of the product category
Item SubCategory	Additional grouping for item
Product Description	Additional detail for item
Customer Name	State Agencies, Universities, Political Subdivisions, Other Eligible Users
UNSPSC Code®	United Nations Standard Products and Services Code®
UOM	Unit of Measure
UOM Desc	Description of unit of measure (see example)
Volume Qty	Number of items purchased/provided
Order Date	Order date
Date Delivered	Delivered date to customer
Purchase Type	Purchase Order, Payment Card, Other
List Price	List price (Market + fee contracts use market price)
Contract Price	Contracted price with state per contract terms
Additional Fields	Any new information related to your company's products (e.g. Copies per minute on Digital Copiers)

Company	_____	State Term Contract No.	_____
Address	_____	Contract Expiration Date	_____
City	_____	Reporting Date	_____
State	_____ Zip Code _____	Contact	_____
State of FL Vendor #	_____	Email	_____
Reporting Period	_____	Contact Phone Number	_____

Quarter	Sample	
	FYQ12007	CQ12007
	Fiscal Year	Calendar

Total Sales (List) \$0.00 (Calculated automatically) EA - Each
Total Sales (Contract) \$0.00 CS - Case

ID	Part Number/SKU	Model Number/	Product Description	MFG	Item Category	Item SubCategory	Item / Service Name	Customer, Agency, or Other Eligible	UNSPSC Code	UOM	Order Date	Purchase Order No.	List Price	Net Price	Total List Price	Total Net Price	Total List Price	Contract Price	Total Contract
0	889879-90	N/A	Monthly Service	ABC	Basic	if applicable	Perimeter	DOC	72102103	each	07/01/14	PO1122	\$30.00	\$27.50	\$30.00	\$27.50	#VALUE!	\$11.50	#VALUE!

**Attachment I
State of Florida
Savings/ Price Reductions Form**

Invitation to Bid/Request for Proposal/Invitation to Negotiate/SPA No. _____

Bidder/Respondent is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this bid.

DATE _____

COMPETITIVE PRICES OFFERED AVERAGE _____ % SAVINGS.

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [url], or other source of benchmark prices)?

AUTHORIZED SIGNATURE: _____

TELEPHONE NUMBER: _____

BIDDER/RESPONDENT NAME: _____

IF CONTRACT AWARDED, STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

WHAT WERE THE RESULTS? _____

PURCHASING ANALYST/SPECIALIST: _____

**Attachment J
State of Florida
Vendor Certification Regarding Scrutinized Companies Lists**

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" 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. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

**Attachment K
State of Florida
Timeline of Events**

Timeline of Events	Event Time (EST)	Event Date
ITB posted in the VBS and in the MFMP Sourcing Tool.		02/26/2015
Optional Site Visit Start		03/02/2015
Optional Site Visit End		03/13/2015
Deadline to submit questions via the MFMP Sourcing Tool Q&A Board.	2:00 PM	03/17/2015
Department's anticipated posting of answers to Bidders' questions within the MFMP Sourcing Tool.		03/24/2015
Deadline to submit bid and all required documents in MFMP Sourcing Tool.	2:00 PM	03/31/2015
Bid Opening-4050 Esplanade Way, Tallahassee, Florida 32399	2:01 PM	03/31/2015
Anticipated date to post Notice of Intent to Award.		04/07/2015
Anticipated contract start sate	12:00AM	05/03/2015

**State of Florida
PUR 1000
General Contract Conditions**

Contents

1. Definitions.
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5. Additional Quantities.
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19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
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37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.

- 45. Annual Appropriations.
- 46. Execution in Counterparts.
- 47. Severability.

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

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety

standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: 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. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall

reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this

paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer 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 any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall 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 shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dhis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided,

however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving 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. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another 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 party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and 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.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall 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 acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates 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) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL 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, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer 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 shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers,

in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products 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 products 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.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans

and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

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

37. Warranty of 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 convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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 the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap")

terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

Pest Control Services
Attachment 1