

State of Florida State
Department of Management Services
State Term Contract for
Potable Water and Food Grade Ice for Emergency
Operations

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Contract

This contract is between the STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES (“Department”), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and Storm Services, LLC, 272 Oak Hill Rd., Cairo, GA 39828 (“Contractor”), (collectively, “the Parties”).

The Contractor responded to the Department’s ITN 03-390-000-Q, “Potable Water and Food Grade Ice for Emergency Operations.” The Department has accepted the Contractor’s response and enters into this contract in accordance with the terms and conditions of the solicitation and subsequent negotiation.

The parties therefore agree as follows.

I. Contract Conditions (General and Special)

The General Contract Conditions - PUR 1000 (10/06) - are incorporated by reference and available at the following URL:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

Special Contract Conditions are contained below. In the event any conflict exists between the Special Contract Conditions and General Contract Conditions, the Special Contract Conditions shall prevail.

1. Definitions

The following definitions apply in addition to the definitions in PUR 1000 (10/06).

- a) “Confidential Information” - Any portion of a Contractor’s documents, data, or records disclosed relating to its response that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, Florida statutes, the Florida Constitution, or any other authority and is clearly marked “Confidential.”
- b) “Contractor”, unless otherwise indicated, refers to a business entity to which a contract has been awarded by Department in accordance with a Response submitted by that entity in reply to this ITN. This may also be referred to as “Provider.”
- c) “Customer” is any State of Florida agency or Eligible User that purchases any of the products or services described in this ITN.
- d) “Drayage” is the transport of goods over a short distance, often as part of a longer overall move.
- e) “DEM” is the State of Florida Division of Emergency Management
- f) “Eligible User” - as defined in 60A-1.005, Florida Administrative Code.
- g) “Food Grade Ice” refers to the minimum standard for substances to qualify as fit for human consumption or permitted to come in contact with food.
- h) “Intellectual Property” – refers to creations of the mind: inventions, literary and artistic works, and symbols, names, images, and designs used in commerce.

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- i) “MyFloridaMarketPlace” (“MFMP”) is the State of Florida’s electronic procurement (e-procurement) tool
 - j) “Potable Water” is water that is safe for human consumption and for food preparation that was produced and bottled in a certified and licensed water bottling facility.
 - k) “Product”, as used in this document, refers to Food Grade Ice and Potable Water as defined in this section.
 - l) “State Term Contract” - A term contract that is competitively procured by the Department pursuant to section 287.057, Florida Statutes, and that is used by agencies and Eligible Users pursuant to section 287.056, Florida Statutes.
 - m) “Truckload” (TL) is an increment of measure which refers to an industry standard tractor-trailer, which can contain:
 - i. Between 20 and 22 pallets of Potable Water per TL (depending on length).
 - ii. Between 40,000 and 42,000 pounds of Food Grade Ice per TL (depending on length).
 - iii. Between 5,000 and 6,000 gallons (18,927 – 22,712.4 liters) of bulk Potable Water (depending on the manufacturer of the tank trailer) for a standard food-grade bulk water tanker.

2. Term

2.1. Initial Term

The initial term of the Contract shall be for 5 years. The initial contract term shall begin on the last date it is signed by all parties.

2.2. Renewal Term

Upon mutual written agreement, the Department and the Contractor may renew the Contract, in whole or in part, for a renewal term not to exceed (5) five years at renewal pricing specified in the vendor’s Best and Final Offer Pricing Sheets.

2.3. Termination

Termination of the contract shall be in accordance with Sections 22 (Termination for Convenience) and 23 (Termination for Cause) of PUR 1000 (10/06).

3. Requests for Quotes (RFQ)

Chapter 287.057(3)(a), Florida Statutes states in part: “emergency procurement shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file unless the agency determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the state.”

To this end, Customers should attempt to obtain competitive price quotes for Potable Water and Food Grade Ice purchases made under this contract through an RFQ process. The RFQ process is an oral or written request for written pricing or service information from a Contractor for products available under the Contract from that Contractor.

Customers shall create and maintain written records of oral and written requests, as well as records of quotes received. Quotes shall be in writing or oral, recorded in writing by the buyer, but otherwise informal. A telephone quote template is available at this site:
http://www.dms.myflorida.com/media/administration/policies_and_procedures_file/files_purchasing/telphone_quotes.

A Customer shall place its purchase order with the Contractor quoting the lowest price, unless the lowest price quote would not result in best value. Best value in this context includes, but is not limited to prompt response, delivery time, logistical considerations, quantities, product quality, responsiveness and coordination with other orders and deliveries.

Customers shall document in writing the reasons why two or more quotes could not be obtained.

4. Pricing and Payments

4.1. Pricing

Pricing for this contract and applicable renewals will be as accepted during the negotiation process. Contractor's accepted pricing upon award shall be posted to the state term contract website.

4.2. Price Adjustments

No price escalations (increases) will be permitted during the initial 5-year term of this contract. Price de-escalation (decrease) is permissible at any time during the contract term. The Department reserves the right to require a decrease based on industry pricing indicators (PPI and CPI) Contractors may request a price increase at renewal, if any. Price increase requests must be based on the Producer Price Index (PPI) Table Containing PPI-U All Items Indexes and Annual Percent Changes, and may not exceed 4%. The price increase request must be submitted 60 days before the expiration of the Contract, to the Contract Administrator, in writing and substantiated by a copy of the appropriate (meaning specific to that Contractor's commodity code) PPI index reports:

- a) Bottled Water Series Id: PCU3121123121120
- b) Ice Series Id: PCU3121133121130

4.3. Detail of Bills

Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

4.4. Bills for Travel

No travel expenses shall be paid outside of those identified in section II.8.

4.5. Purchasing Card Program

The Contractor must accept universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa), but this is not the exclusive method of payment (e.g., Purchase Order).

The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Customer.

4.6. 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.

4.7. Electronic Invoicing

The following provisions apply in addition to section 15 (Invoicing and Payment), of the PUR 1000 (10/06). The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Contractor agrees, upon Department's request, to establish electronic invoicing within 90 days of written request. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below.

- **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 ASN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for e-Invoicing.

- **EDI (Electronic Data Interchange)**

This standard establishes the data contents of the Invoice Transaction Set for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.

- **PO Flip via ASN**

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

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third

party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

5. Contract Documents & Hierarchy

This Contract sets forth the entire understanding of the parties and consists of the documents listed below. In the event of any these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Contract (this document)
- b) The General Contract Conditions - PUR 1000 (10/06),
- c) Price sheets submitted as Best and Final Offer response

6. Contract Administration

6.1. Department Contract Administrator

The Department will name a Contract Administrator during the term of this Contract whose responsibilities will be to maintain this Contract. As of the effective date of the Contract, the Contract Administrator is as follows:

Frank Miller
Purchasing Analyst, Contract Manager
Florida Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360, Tallahassee, FL 32399-0950
(850) 488-7516
(850) 414-8331 Fax
Email: Frank.Miller@dms.myflorida.com

In the event that the Department changes the Contract Administrator, the Department will notify the Contractor in writing. Such changes do not require a formal written amendment to the Contract.

6.2. Contractor's Company Information and Contacts

The Contractor shall designate one individual to serve as the Designated Contact Point for the Contract and one alternate Designated Contact Person. All questions and customer service issues concerning this Contract shall be directed to the Designated Contact Point. It will be the Designated Contact Point's responsibility to coordinate with necessary Customer personnel as required.

The Contractor shall maintain its Ordering Contact Information current and provide updated information to the contract administrator in writing, via email, as changes occur.

6.3. Contract Quarterly Reports

Each Contractor shall submit the Contract Quarterly Report (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. Failure to provide the sales information may result in the Contractor being found in default and termination of the Contract by the Department or nonrenewal of the Contract. The report shall be in standard fiscal year format (July 1 – June 30) with the reports being due in October (Q1: July-Sept), January (Q2: Oct-Dec), April (Q3: Jan-Mar), and July (Q4: Apr-June).

Initiation and submission of the Report are the responsibility of the Contractor without prompting or notification by the Contract Manager/Administrator. The Contractor shall submit the completed Report by email to the Contract Manager/Administrator.

Upon request, the Contractor shall report to the Department, the amounts paid (spend) with certified and other minority business enterprises. These reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

The Department reserves the right to require the Contractor to provide additional reports.

6.4. Commitment to Diversity in Government Contracting

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.

6.5. Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. 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.

7. Compliance with Laws

7.1. Compliance

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, of the Florida Statutes and Rule 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.

7.2. 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.

7.3. Public Entity Crime and Discriminatory Vendors

Pursuant to sections 287.133 and 287.134, Florida Statutes, the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list.

7.3.1. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

7.3.2. Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant

under a contract with any public entity; and may not transact business with any public entity.

8. Liability and Worker's Compensation Insurance

This paragraph modifies section 35 (Insurance Requirements), of the PUR 1000 (10/06). 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, which, at a minimum, shall be as follows: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be 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 \$500,000, including hired and non-owned liability, and \$5,000 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.

9. Public Records

9.1. 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 section 24(a) of Article I of the State Constitution or section 119.07(1), Florida Statutes. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access as required in this section.

9.2. 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, Florida Statutes, the Florida Constitution or other authority, Contractor must simultaneously 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 should only redact those portions of material that the Contractor claims is confidential, proprietary, trade secret or otherwise not subject to disclosure.

9.3. Request for Redacted Information

In the event of a public records or other disclosure request pursuant to Chapter 119, Florida Statutes, 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, Florida Statutes, or other applicable law(s). 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.

9.4. Indemnification for Release of Records

This section supplements section 19 (Indemnification) of the PUR 1000 (10/06). Contractor shall protect, defend, and indemnify 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.

10. Intellectual Property

The parties do 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.

11. Preferred Price Affidavit Requirement

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor complies with the preferred pricing provision in Section 4(b) of the PUR 1000 (10/06). The Contractor agrees to submit to the Department, at contract anniversary, the completed Preferred Pricing Affidavit

12. 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 subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

13. Scrutinized Company List

In executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, 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.

14. Records Retention

This section supplements section 18 (Lobbying and Integrity) of the PUR 1000 (10/06). 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.

15. Gifts

This section supplements section 18 (Lobbying and Integrity) of the PUR 1000 (10/06). 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 subcontractors, if any, will comply with this provision.

16. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

17. 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 subcontractor 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.

18. Performance Bond

No performance bond will be required by the State of Florida.

II. Contract Scope

1. Overview and Purpose

This state term contract has been established for the purchase of Potable Water and Food Grade Ice (collectively referred to as Product(s)). Minimum purchases are in truckload (TL) increments of each product, with a minimum order of one (1) TL.

Potable Water and Food Grade Ice purchases support the state's response following the declaration of a 'state of emergency' in one or more of Florida's counties. Notwithstanding the above, Customers of this contract may wish to place orders outside of these events.

2. Products and Services

There are four categories of Potable Water purchases and two categories of Food Grade Ice available via this contract.

2.1. Potable Water Only:

Contractor provides Potable Water without transportation or management. Potable Water must meet all conditions described herein.

2.2. Food Grade Ice Only:

Contractor provides Food Grade Ice without transportation or management. Food Grade Ice must meet all conditions described herein.

2.3. Potable Water, Transportation, and Management ("Turnkey"):

Contractor provides Potable Water delivered to specified location or locations within specified time frames as indicated herein Contractor provides management functions including but not limited to: vendor representatives, product tracking, and onward movement of product through final destination as described herein.

2.4. Food Grade Ice, Transportation, and Management ("Turnkey"):

Contractor provides Food Grade Ice delivered to specified location or locations within specified time frames as indicated herein. Contractor provides management functions including but not limited to: vendor representatives, product tracking, and onward movement of product through final destination as described herein.

2.5. Bulk Potable Water:

Contractor provides Potable Water, delivered in TL increments as specified in Section I.1: Definitions, transportation and delivery as described herein.

2.6. Potable Water Vendor Managed Inventory (VMI):

Contractor provides Potable Water stored in the State Florida, uploaded and delivered within specified time frames to possible multiple locations within the State. Two subcategories:

- a) State has guaranteed delivery quantities, but is not invoiced for payment for product unless and until the state takes delivery. Vendor rotates product to ensure freshness.
- b) State is invoiced prior to taking delivery of product and vendor maintains product as in subcategory a) above.

3. Product Specifications

3.1. Conversion Rates

For this contract, the conversion factor for converting gallons to liters is 1 gallon = 3.7854 liters. The definition of a truckload is given in Section 1: Definitions, and consists of individually bottled Product(s) equating to approximately 18,000 liters or 4,750 gallons (4,749.340369 gallons rounded to 4,750).

3.2. Product Standards

As applicable, the product(s) shall be produced, packaged, labeled, and transported in accordance with Title 21, Code of Federal Regulations, Parts 101, 110, 129 and 165, and product(s) must meet or exceed all other federal, state, and local laws and regulations.

3.3. Packing

This section augments section 6 (Packaging) of the PUR 1000 (10/06). Due to the many unknown circumstances which can arise during disaster response and recovery, it is possible that the product(s) may be moved several times, may be double-stacked for storage, and may be stored outside, with no protection, in all types of weather, as well as stored in warehouses. As such, the following are minimum packing requirements:

- a) Bottled Potable Water shall be packed in cases. Food Grade Ice shall be packed in bags.
- b) Product(s) shall be shipped on pallets.
- c) Pallets will be sufficiently wrapped for safe transport. Pallets shall be designed for pickup from all four sides.
- d) Pallets shall be designed to be picked up with a standard forklift.
- e) The Contractor shall ensure that the product(s) are packaged to withstand such handling as above described, as well as severe climatic conditions.
- f) The Customer shall not be responsible for return of pallets. Unclaimed pallets may be disposed of at the Customer's discretion. Specialized pallets should not be used; there is no way to guarantee their return.

3.4. Pallet Packing Slips

Each pallet of bottled Potable Water and Food Grade Ice shall have labels attached clearly on at least one side of pallets. Each label shall contain, in clear readable text, the information listed below:

- a) Purchase Order Number
- b) Contractor's Name
- c) Unit Size, Total Quantity on pallet, in liters (Water), or pounds (Ice)

3.5. Potable Water Specifications

3.5.1. Bottled Water

Potable Water shall be packaged in single-service polyethylene terephthalate (PET) bottles with flat caps. Bottles may be any size up to 1 liter in size, with .5 liter (16.9-ounces) bottles being preferred, at the Customer's discretion.

Note: Thin wall bottles are NOT preferable due to previous poor performance in rough handling situations but are acceptable in the interest of time. Gallon containers of water are NOT acceptable. No exceptions will be permitted unless indicated in writing by Customer at the time of order.

3.5.2. Bulk Water

The information above addresses bottled water, and not bulk water, delivered in tankers. A standard food-grade bulk water tanker contains between 5,000 - 6,000 gallons (18,927 – 22,712.4 liters) depending on the manufacturer of the tank trailer. Tankers that deliver Potable Water in bulk must follow all state and Federal guidelines for cleanliness and safety at all times.

3.6. Food Grade Ice Specifications

Food Grade Ice shall be packaged in bags ranging in size from 7 lbs. to 12 lbs.

4. Purchase Orders for Turnkey, Bulk, and VMI Delivery

The Contractor shall deliver product(s) in the quantities specified, to the delivery sites specified, and at the times specified in Purchase Orders issued by the Department, State of Florida Agencies, or Other Eligible Users.

5. Transportation

This section augments Section 11 (Transportation and Delivery) of the PUR 1000 (10/06). The Contractor shall comply with all applicable Federal, state, and local laws and regulations in the transportation of Product(s).

5.1. For each delivery, the Contractor shall provide two copies of a delivery information sheet, bill of lading or manifest, which includes at least the information below:

- a) State of Florida Contract Number
- b) Purchase Order Number
- c) Contractor's Name
- d) Itemized list of supplies and quantities
- e) Name of shipment origination facility (i.e., bottling plant, warehouse, etc.)
- f) Name of the transportation carrier
- g) Total quantity of liters (water), or pounds (ice) per truck per delivery

5.2. All trucks transporting product(s) under this contract shall be equipped with satellite transponder units.

- a) The transponders shall be provided at the contractor's expense and included in the response solution offering(s) described in Potable Water, Transportation, and Management ("Turnkey"), Food Grade Ice, Transportation, and Management ("Turnkey"), and Potable Water Vendor Managed Inventory (VMI).
- b) Transponders shall report the location of truck(s) involved in a delivery in increments of no greater than 30 minutes.
- c) The transponders shall be compatible with the State of Florida tracking system and should include the ability of "real-time" location and tracking of all shipments, supporting the functionality of the Internet-Based Tracking and Reporting System (ITRS) described in section II.9.
- d) All trucks transporting Food Grade Ice under this contract must be refrigerated.

6. Delivery

This section augments Section 11 (Transportation and Delivery) of the PUR 1000 (10/06). The Contractor is responsible for performing all management, supervision, and other administrative activities necessary to assure performance in strict compliance with the terms and conditions of this contract. Time is of the essence in performance of this contract, as these products are required to sustain life in the aftermath of disasters that have or will disrupt normal supplies in the disaster location. Therefore, this contract requires immediate response, with timely production, delivery, and reporting by the Contractor.

6.1. Timely Delivery and Start of Service

Times of issuance of purchase orders, and times specified for delivery and start of service in purchase orders will be expressed in local time at delivery sites. Deliveries and starts of service will be considered timely if made at the specified delivery site within two hours before or after the time specified for delivery in the purchase order. The Contractor may attempt delivery and start of service and attempt to obtain acknowledgement of deliveries and starts of service before and after the time periods allowed; however, the Customer is not obligated to have an on-site representative available outside of those time periods.

a) Early Deliveries and Starts of Service

In its discretion, the Customer may allow early delivery or start of service before the specified time period for timely delivery, or may direct that deliveries or starts of service be made only within the time allowed.

b) Late Deliveries and Starts of Service

In the event of delivery or start of service after the time period specified for timely delivery, the Customer, at its sole discretion, may allow such a delivery or start of service.

6.2. Documentation of Deliveries

The Contractor shall assure that every delivery is properly presented to the Customer and that Customer acknowledgement of every delivery is obtained. The Contractor shall be responsible

for assuring that every delivery has all required documentation (see section II.5). Delivery shall be considered made when the Contractor has obtained written acknowledgement of the date and time of the arrival at the delivery site, the shipment is unloaded, and the driver is released by the on-site Customer representative and been authorized.

For Potable Water ordered by Customers, but not used and still in unbroken pallets, the Contractor(s) shall accept returned inventory and reimburse, or accept a short-paid invoice at the billed rate. The Contractor(s) shall not charge Customers a restocking fee that exceeds 10% of the billed rate but Customers will pay return shipping charges.

6.3. Communication and Delivery Tracking

During natural or man-made disasters, roadways that would normally be used to transport water or ice may become damaged, gridlocked, or even impassable. Examples of this are flooding of roadways, bridge washouts, and roadways converted to evacuation routes, with traffic moving against the normal flow. During disaster responses, it may be necessary to divert shipments of product(s) from their intended delivery destination to an alternate delivery site while the shipment is in route. In these situations, it is critical that the Contractor have the ability to track and communicate with truck drivers at all times. To the maximum extent practicable, the Contractor shall assure that all trucks performing transportation activities under this contract are equipped with Global Positioning System (GPS) capability.

6.4. Emergency Operations Delivery Procedures

During Emergency Operations, upon arrival at the final destination for the Product, the driver:

- a) will report to the responsible Customer representative at the final destination for further instruction(s).
- b) shall not off-load their product(s) until instructed to do so by the responsible Customer representative at the final destination.

In order to facilitate any necessary drayage at the delivery site, drivers are expected to remain with their trucks at the delivery site until released by the responsible Customer representative.

The Contractor may be required to respond to simultaneous disaster events with deliveries to multiple sites for each disaster event. In performing under this contract, the Contractor shall cooperate fully with public officials and other contractors in emergency and disaster response and recovery operations.

6.5. Inspection and Acceptance

a) Potable Water and/or Food Grade Ice Only

Potable Water and Food Grade Ice, if purchased at the Contractor's facility, are to be presented for acceptance at the Contractor's loading dock as specified in the order. The Customer will inspect and accept the product on the contractor's loading dock. The Customer shall be responsible for arranging transportation from the Contractor's loading dock to the final destination.

b) Turnkey Potable Water and/or Food Grade Ice, and Bulk Water

Product(s) described in sections II.2.3, II.2.4, and II.2.5, if ordered, are to be delivered to the destination specified in the order. The destination shall be specified in the Customer's Purchase Order. The Customer will inspect and accept the product at the destination specified in the order. The Contractor shall be responsible for arranging and controlling the transportation of the product.

c) Potable Water Vendor Managed Inventory (VMI)

Product(s) described in section II.2.6, if ordered, shall be delivered F.O.B. Destination. The Contractor shall bear the cost of transportation and delivery as specified in individual orders issued in accordance with the ordering instructions.

The procedure regarding rejection of Product(s) which fail inspection or are deemed unsatisfactory by the Customer will be handled on a case by case basis, subject to the needs and procedures of the Customer in cooperation with the Contractor.

7. Order Compliance and Acceptance

Product(s) provided under this contract shall comply with the requirements listed in section II.3, Product Specifications.

- a) The responsible Customer representative at the destination must verify that the products delivered comply with the order issued, that the hours claimed by the driver team are accurate, and recommend acceptance or non-acceptance to the contract manager.
- b) The Customer will, based upon the report of the responsible Customer representative, accept the delivered product(s) and approve any invoices.

8. Transportation Allowance

A Transportation Allowance will be calculated on a flat rate per day basis. Only one rate for each event is permitted. Contractors will be paid at the same daily allowance for the time they are retained at the destination site as when the shipment is travelling.

8.1. Day Calculations

A day is calculated on a 24-hour basis, starting at 12:00 AM and ending at 11:59 PM (local time at the destination site). The calculation begins when the delivery truck departs from the loading dock where it picked up the product(s) and ends when the product(s) are off-loaded and the drivers are released by the responsible party (typically, the Division of Emergency Management) representative at the final destination.

The following four examples illustrate how the Transportation Allowance will be applied:

- A delivery that is dispatched at 6:00 AM local time on Day 1 and which arrives at the final destination, offloads its product(s), and is released by the responsible party at 1:00 PM the same day will be paid a Transportation Allowance for one day.
A delivery that is dispatched at 6:00 AM local time on Day 1 and which arrives at the final destination, offloads its product(s), and is released by the responsible party at 11:00 AM the morning of Day 2 will be paid a Transportation Allowance for two days.

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- A delivery dispatched at 6:00 AM local time on Day 1 and which arrives at the final destination, offloads its product(s), and released by the responsible party at 11:00 PM the evening of Day 2 earns a Transportation Allowance for two days.
 - A delivery dispatched at 6:00 AM local time on Day 1 and which arrives at the final destination, offloads its product(s), and released by the responsible party at 1:00 AM the morning of Day 3 earns a Transportation Allowance for three days.

8.2. Items Included and Excluded in Allowance

The Transportation Allowance may include fuel, transportation, tolls, taxes and fees, food and lodging for the driver teams. The Transportation Allowance does not include individual additions for onward mileage or detention times as these items are included in the flat fee described in Day Calculations.

8.3. Fuel Surcharge

A fuel 'surcharge' may be applied by the Contractor when the cost of fuel exceeds a negotiated trigger point. When determining whether a surcharge will be acceptable, the Customer will use the U.S. National Average Diesel Fuel Index, as reported on the day the purchase order is issued, to determine the average cost of No. 2 Low Sulfur Diesel fuel for the appropriate delivery region. For disasters events lasting longer than 30 days, the Customer may authorize a recalculation of the surcharge, under a separate purchase order.

When the cost of No. 2 Low Sulfur Diesel fuel, as measured above, exceeds the negotiated trigger point, the Contractor may apply a fuel surcharge as calculated by the following method:

- a) The total distance for the route will be calculated using either a practical or truck shortest routing method.
- b) The total mileage is then divided by the average MPG for the truck(s) hauling the freight to determine number of gallons used.
- c) The trigger point (base rate) is subtracted from the average fuel cost within the appropriate delivery region, as indicated above, (route) to determine the cost in excess of trigger.
- d) The number of gallons used is then multiplied by the cost in excess of trigger to determine the fuel surcharge rate for a specific load.

8.4. Refrigerated Trailers

For deliveries of Food Grade Ice, the Customer may require the presence of a refrigerated trailer, with or without a Power Unit, at a point of distribution for several days. The use of these items will be charged on a per day basis. The Customer may require:

- a) Use of Refrigerated Trailer Only
- b) Use of Refrigerated Trailer and Power Unit

8.5. Forklifts

For deliveries of Product(s), the Customer may require a forklift, with or without an operator, to support the distribution of Product(s) to the public. The use of these items will be charged on a per day basis. At Customer request, Product deliveries must include:

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- a) Delivery and Removal of Forklift
 - b) Use of Forklift Only
 - c) Use of Forklift and Operator

9. Internet-Based Tracking and Reporting System (ITRS)

The Contractor shall establish and maintain a password protected, internet-based tracking and reporting system (ITRS) accessible to authorized DEM personnel.

9.1. ITRS System Requirements

This tracking system shall meet the following requirements:

- a) The ITRS shall be maintained and updated continuously during the performance of purchase orders to reflect real-time information.
- b) The ITRS must also allow the Contractor to share/export their data to the State Resource Management Network (SRMN) System as defined by the State's IT personnel.
- c) The ITRS shall contain the information necessary for the Customer to coordinate deliveries and track the progress on all purchase orders.

9.2. ITRS Required Information

The ITRS shall include the following information:

- a) Contract number;
- b) Purchase order number;
- c) Date of issue;
- d) Quantity of product(s) ordered;
- e) Required delivery or performance dates;
- f) Names and addresses of product(s)' suppliers; quantity of product(s) to be provided from each supplier;
- g) Names and addresses of transportation companies; Carrier names and Identification Number for each truck, airplane and ship that will transport product(s) from suppliers to specified delivery sites, airports and seaports;
- h) Quantity of product(s) being transported by each truck, airplane, and ship; details of each TL to include drivers name, cell phone number, truck number, trailer number, and satellite tracking transponder number. Tracking system shall forecast the delivery time of each truck plus or minus one hour;
- i) Scheduled delivery location including points of embarkation when transporting ice and land by air or sea; forecasted delivery times shall not vary more than four-hours for the actual times;
- j) Estimated and actual dates and times of all deliveries, total quantity delivered, and any other information required by the Customer.
- k) Real Time Asset Visibility
- l) Contractor will provide "Real Time" or Near Real Time asset visibility on all loads. Tracking updates will be made available for each truck in no less than 30-minute increments.

9.3. Timeline of ITRS Implementation

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- a) Within 15 calendar days from the date of contract award the Contractor shall submit, for the review and approval of DEM, a description of ITRS, including a schedule for development, testing, and full implementation.
 - b) The ITRS shall be fully implemented within 60 calendar days from the date of contract award.
 - c) Implementation will include a requirement for the Contractor to provide to DEM an electronic version of an instruction manual detailing how to access and use the system.
 - d) Meetings will be held, as are deemed necessary, to discuss issues relative to the content and operation of this system.

10. Manual Reporting Procedures

Should a purchase order for product(s) be issued under this contract prior to the implementation of the ITRS described in section II.9, the Contractor will be required to provide manual reports, containing the information listed in section II.9.2, every four hours, until all deliveries are completed. While utilizing manual reporting procedures, the information to be reported and the schedule for reporting may be revised by the Customer, as appropriate.

If, after implementation of the ITRS, there is a system failure during the performance of a Purchase Order, the Contractor is required to immediately convert to this manual reporting system with reports submitted every four hours until the ITRS is again operable or until all deliveries are completed, unless a different timeframe is provided by the Customer.

11. Product Certification Documentation

In addition to the product certification requirements, upon issuance of a purchase order for Potable Water and/or Food Grade Ice, the Contractor shall obtain weekly bacteriological analysis of source water and product samples, the date of production and the date of expiration of the water supplied under this contract. This documentation will be subject to the following conditions:

- a) The Contractor shall maintain these records until completion and acceptance by the Customer of all product(s) deliveries.
- b) The Customer may ask the Contractor to provide copies of this data at any time during the performance of the purchase order from any or all of the subcontractors providing water/ice under this contract.
- c) When requested, the Contractor shall provide this data within six hours of such request by facsimile, email, or other means, unless the Customer authorizes a different time period.

12. Quality Control and Quality Assurance

The Contractor shall be responsible for controlling the quality of supplies provided or services performed under this contract and tendering to the Customer for acceptance only those supplies or services that conform with the requirements of this contract. In addition, the Contractor shall ensure and maintain substantiating evidence that vendors or suppliers of raw materials, parts, components, etc., have an acceptable quality control system and that the supplies or services conform to contract quality requirements, and furnish such information to the Customer as required.

12.1. Product(s) Certification and Testing Results

The Contractor shall maintain an inspection system that ensures the quality of product(s) to be provided under this contract.

- a) The Contractor must obtain and retain copies of applicable certificates, licenses, notifications, permits, appraisals, and inspection reports; annual chemical, physical and radiological analysis of source water; and results of any other testing of source water and bottled water from each bottled water producer from which bottled water is to be purchased under this contract.
- b) Food Grade Ice shall come from a State (or equivalent) certified/licensed facility and shall be food grade.
- c) The Contractor shall maintain these records throughout the term of this contract.
- d) The Contractor shall maintain all records in accordance with all applicable state and Federal laws.
- e) When requested, the Contractor shall provide this data within six hours of such request by facsimile, email, or other means, unless the Customer authorizes a different time period.

12.2. Services to Customers and Product Quality Guarantee

All products offered, sold, and delivered to Customers shall include a product quality guaranty.

- a) When Turnkey service option is employed, a fully qualified company representative must arrive to a location specified by the Customer, within one day of the issuance of the order.
- b) Awarded suppliers shall provide a toll-free number where service requests will be answered.
- c) Some Customers may require service in addition to these hours, and Respondents shall provide options and proposed solutions to these requirements.

13. FDA Hold Notification

If the Contractor or its subcontractors receive notification from the United States Food and Drug Administration (FDA) that a shipment of ice has not been released for distribution, the Customer shall be notified immediately. The Customer will not be liable for any expenses or losses incurred by the Contractor due to such notifications. Before the Customer will accept such a shipment of ice, it will be the responsibility of the Contractor to provide and forward a copy of the release notification from the FDA to the Customer.

14. Contractor's Designated Contact Point

The Contractor shall designate one individual to serve as the Designated Contact Point for the Contract and one alternate Designated Contact Point. All questions and customer service issues concerning this Contract shall be directed to the Designated Contact Point. It will be the Designated Contact Point's responsibility to coordinate with necessary Customer personnel as required.

Provide the names, job titles, and contact information, to include telephone numbers (business, cell phones, facsimile, pager numbers, etc.) for both business and non-business hours of the Designated Contact Point and Alternate, available on a 24-hour, seven days-a-week basis, to serve as continuously available liaison with the Customer.

15. Continuous Liaison with the Customer

Beginning on the date of award of this contract, the Contractor shall be continuously available to the Customer's representatives for response to requests for information, receipt of Purchase Orders, discussion of contract performance, and other contract administrative activities.

To fulfill this requirement, within four hours of receipt of the Notice of Award of this contract (unless a different period is allowed by the Department), the Contractor shall submit an organization chart displaying lines of authorities and assigning responsibilities within the Contractor's organization relative to performance and administration of this contract.

The organization chart shall include names, position/job titles, contact information, to include telephone numbers (business, cell phones, facsimile, pager numbers, etc.) for both business and non-business hours, and a description of each person's responsibilities under this contract.

The Contractor shall submit the above information to the Customer by email or regular mail. During the contract period, including any optional performance periods, the Customer shall be notified immediately by, email or regular mail, of any changes regarding the designated liaisons or in the organization chart.

16. Communication and Information Management

The Contractor shall have and use MS Office 2003 or newer professional software including Word, Excel, PowerPoint, and Access; and Microsoft Internet Explorer browser software to access email in performance of work under this contract. Contractor will advise the Customer if a software upgrade is eminent. In addition, the Contractor shall have, and use in the performance of the work, facsimile machines, cellular telephones, pagers and electronic mail usable throughout the geographic performance areas identified in this contract.

17. Management and Operations

The Contractor shall be responsible for providing all management and operations sufficient to meet the requirements specified in purchase orders, including, but not limited to, obtaining water, bottles, caps, labels, packaging, loading, transportation to delivery sites, unloading, quality control, strategic planning, partnering, and reporting on all matters related to the contract.

18. Operations Manager

Not later than four hours after issuance of a purchase order for delivery of product(s) the Contractor shall, by facsimile, email, and regular mail, provide to the Customer the name, job/position, title, and contact information (email addresses, telephone, cellular phone, and

facsimile numbers) of an Operations Manager knowledgeable in all facets of the Contractor's operation relative to the requirements of this contract.

- a) The Operations Manager shall serve as liaison between the Customer and the Contractor's senior management on issues related to performance and administration of purchase orders.
- b) The Operations Manager shall have authority to act on behalf of the Contractor's senior management, to make any and all decisions required during performance of purchase orders, and shall have the authority to sign all contractual documents related to purchase orders.
- c) The Operations Manager shall be on call 24 hours per day, seven days per week and be able to immediately contact the Contractor's senior management, via electronic means (e-mail capabilities, cell phone and fax machine). Computer software utilized by the Operations Manager shall comply with the requirements of Section.
- d) The Operations Manager shall be required until all deliveries of Product(s) ordered under this contract for a specific disaster response are delivered or until the Customer determines there is no longer a need for the Operations Manager.
- e) The Customer may require constant presence of the Operations Manager or other contractor representative at the State Emergency Operations Center (SEOC) in Tallahassee, FL, the State Logistics Resource Center (SLRC) in Orlando, FL, or other location specified by the Customer.
- f) The Contractor shall be responsible for establishing its own office and providing all related communication and office equipment required to support the activities of the Operations Manager.

19. Safety and Health Program

The Contractor is required to develop, implement, and maintain a Safety and Health Program covering all activities under this contract that complies with Occupational Safety and Health Administration standards.

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Potable Water and Food Grade Ice for Emergency Operations
Florida Department of Management Services
State Purchasing

Contract # 390-000-13-1
Solicitation # ITN 03-390-000-Q

This Contract is executed upon signature of authorized officers as of the last date signed.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized officials.

DEPARTMENT

CONTRACTOR

BY: Kelly Loll
Print name: Kelly Loll
Title: CPO
Date: 3/1/13

BY: Glynese Irby
Print name: Glynese Irby
Title: Partner
Date: February 26, 2013