

ALTERNATE CONTRACT SOURCE NO. 76111500-15-ACS

Custodial Services

Florida Department of Management Services (DMS),
Division of Real Estate Development and Management (REDM)
Agency Contract No.: DMS 12/13-040A

1.0 Authority

- 1.1 The State of Florida ("State") Department of Management Services ("Department" "DMS") is authorized by subsection 287.042(16), Florida Statutes, "to evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract."
- 1.2 The Department's contract DMS 12/13-040A with General Building Maintenance, Inc., hereto attached as Exhibit A (the "Authorized Contract"), for the provision of Custodial Services was competitively procured and awarded by the Department. The DMS Division of State Purchasing has evaluated the Authorized Contract, together with any amendments and exhibits thereto, and hereby acknowledges in writing that use of the Authorized Contract is cost-effective and in the best interest of the State.
- 1.3 Therefore, the Department enters into this alternate contract source agreement ("ACS Agreement") with General Building Maintenance, Inc. ("Contractor").

2.0 Definitions

- 2.1 ACS Agreement – The agreement between the Department and the Contractor, consisting of this document and documents listed below, by which the Contractor agrees to provide custodial services to Agencies under the terms and conditions contained in the Authorized Contract, appended as Exhibit A, as well as terms and conditions contained in this document and Exhibits B through D:
 - 2.1.1 The Authorized Contract, including exhibits and amendments
 - 2.1.2 Contractor Information and Ordering Instructions
 - 2.1.3 Counties by Region Award
 - 2.1.4 Contract Forms and Pricing Sheets
- 2.2 Agency – An entity within the executive branch of State government, as described in subsection 287.012(1), Florida Statutes
- 2.3 Authorized Contract – the contract between the Department and General Building Maintenance, Inc.
- 2.4 Contractor – General Building Maintenance, Inc.
- 2.5 Customer – an Agency that procures Custodial Services under the ACS Agreement.
- 2.6 State – the State of Florida.

3.0 Purpose and Scope of Use

- 3.1 The Purpose of this ACS Agreement is to acquire Custodial Services for use by Agencies.

- 3.2 Agencies ("Customers" or a "Customer") may procure Custodial Services from this Agreement pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.
- 3.3 Contractor is limited to providing services in its awarded regions under the Authorized Contract, as listed in Exhibit C.

4.0 Term and Renewal

- 4.1 Term: This ACS Agreement shall become effective on the last date signed below and shall have a term that is coterminous with the Authorized Contract, currently effective through January 31, 2019, unless terminated earlier by the Department. In addition to the rights contained in the Authorized Contract, the Department reserves the right to terminate this ACS Agreement, effective upon notice, for Contractor's failure to comply with the provisions of the Agreement.
- 4.2 Renewal: Upon agreement of the parties, this ACS Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this ACS Agreement, and any amendments.

5.0 Authorized Contract Terms, Exhibits and Amendments Incorporated into the ACS Agreement

- 5.1 All Authorized Contract terms, exhibits, and amendments are hereby incorporated into the ACS Agreement as if fully set forth herein and shall remain in full force and effect throughout the term of the Agreement, unless modified in writing by the parties.
- 5.2 All modifications to the Authorized Contract shall be automatically incorporated into the ACS Agreement.

6.0 Terms Supplemental to the Authorized Contract

- 6.1 Purchase Order Limitations: Terms and conditions inconsistent with or contrary to the terms and conditions of the ACS Agreement and the Authorized Contract shall not be added to or incorporated into the ACS Agreement or the Authorized Contract by any subsequent purchase order or otherwise; any attempts to add or incorporate such terms and conditions shall be null and void.
- 6.2 Purchase Orders: In order to procure services from the Authorized Contract, Customers shall issue purchase orders referencing this ACS Agreement. Customers are responsible for reviewing terms and conditions of this ACS Agreement and the Authorized Contract. The Department is not a party to any purchase order issued by a Customer.
- 6.3 Agency User Forms and Contractor Pricing Sheets: An agency user forms package and contractor pricing sheets are appended as Exhibit D to this ACS Agreement for use by customers in procuring custodial services under this Agreement.
- 6.4 MyFloridaMarketPlace Registration: In order to complete any transaction authorized by this ACS Agreement, Contractor must be registered in MyFloridaMarketPlace. All transactions are subject to a transaction fee pursuant to Rule 60A-1.031, Florida Administrative Code.
- 6.5 Transaction Fee Report: Contractor is required to submit monthly Transaction Fee Reports in electronic format. Transaction Fee Reports shall be submitted in accordance

with the detailed fee reporting instructions and vendor training presentations available online at the Transaction Fee Reporting and Vendor Training subsections under Vendors on the MyFloridaMarketPlace website, located at <http://dms.myflorida.com/mfmp>.

- 6.6 Additional Incorporations by Reference: The provisions of paragraphs 287.058(1)(a), (c), and (f), Florida Statutes, are hereby incorporated by reference. To the extent purchase order transactions involve contractual services, the provisions of paragraphs 287.058(1)(b), (d), and (e), Florida Statutes are also incorporated by reference.
- 6.7 Lobbying: Contractor shall comply with sections 11.062, Florida Statutes and 216.347, Florida Statutes, which prohibit the use of state funds to lobby the Legislature, Judiciary, or state agencies.
- 6.8 Payments by the State: The State of Florida's performance and obligation to pay under this ACS Agreement and/or the Authorized Contract is contingent upon an annual appropriation by the Legislature.
- 6.9 Payment shall be made in accordance with section 215.422, Florida Statutes. Interest penalties for late payment are available subject to the provisions in section 215.422, Florida Statutes. 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.
- 6.10 Legal Venue: The exclusive venue for any legal or equitable action, to which the Department of Management Services is a party and that arises out of or relates to this ACS Agreement, shall be the appropriate State court in Leon County, Florida. For any legal or equitable action that arises out of, or relates to, this ACS Agreement, Florida law shall apply and Contractor shall waive any right to a jury trial that it may have.
- 6.11 Notices: Contract notices may be delivered in accordance with section 38, General Contract Conditions, Form PUR 1000, of the Authorized Contract or by email to the contact person identified in section 7.0 below.
- 6.12 Reporting: In addition to any reports required by the Authorized Contract, the Contractor shall submit a quarterly report in the required format electronically to the Department's Contract Manager within 30 days of the end of the quarter. The Department reserves the right to require the Contractor to provide additional reports within 30 days written notice. Failure to provide the quarterly report or other reports requested by the Department may result in the Contractor being found in default and may result in termination of the ACS Agreement. Initiation and submission of the quarterly report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive contract quarters, the Department may terminate the ACS Agreement.
- 6.13 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 Contractor being found in default and the Agreement terminated.

- 6.14 Financial Consequences For Non-Performance: In accordance with paragraph 287.058(1)(h), Florida Statutes, Agencies must apply financial consequences if the Contractor fails to perform in accordance with the Contract and resulting SLA's. Financial consequences will be included in agency SLA's.
- 6.15 Subcontractors: The Contractor shall not use subcontractors to provide services under this ACS Agreement without prior written consent of the Department. Contractor's use of subcontractors without prior written consent from the Department shall constitute a breach of the ACS Agreement and may result in termination of the Agreement.
- 6.16 Cooperation with the Inspector General: Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

7.0 Contract Management

- 7.1 The Department employee responsible for maintaining the contract file for this ACS Agreement is:

Joel Atkinson, Contract Manager
FL Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Ste. 360
Tallahassee, FL 32399-0950
Telephone: 850-487-4196
E-mail: Joel.Atkinson@dms.MyFlorida.com
- 7.2 The Department may unilaterally appoint a different Contract Manager to the ACS Agreement. Said action shall not constitute or require an amendment to the ACS Agreement. Any communication to the Department relating to the ACS Agreement shall be addressed to the Contract Manager.
- 7.3 The Contractor shall assign one individual to serve as the designated contact person for this ACS Agreement. All questions and Customer service issues concerning this ACS Agreement shall be directed to the Contractor's designated contact person. It will be the designated contact person's responsibility to coordinate with necessary Customer personnel as required to answer questions and resolve issues. The Contractor must provide written notice to the Department if a new employee is designated as the contact person for this ACS Agreement within 5 business days of the change.
- 7.4 The Contractor employee responsible for maintaining the contract file for this ACS Agreement is:

William Choi, President
General Building Maintenance, Inc.
3835 Presidential Pkwy, Ste. 200
Atlanta, GA 30340
Telephone: (800) 445-6789
Fax: (770) 452-7227
E-mail: wchoi@gbmweb.com

8.0 Exhibits to the ACS Agreement

8.1 All terms and conditions contained in Exhibits A through D are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the ACS Agreement, unless modified in writing by the parties. The Exhibits are:

- 8.1.1 Exhibit A: Authorized Contract
- 8.1.2 Exhibit B: Contractor Information and Ordering Instructions
- 8.1.3 Exhibit C: Counties by Region Awarded
- 8.1.4 Exhibit D: Contract Forms and Pricing Sheets:
 - 8.1.4.1 Agency User Forms Package (Attachments C1-C11)
 - 8.1.4.2 Attachment D - Day Pricing
 - 8.1.4.3 Attachment E - Night Pricing

9.0 Entire Agreement of the Parties

- 9.1 This document and Exhibits A through D constitute the ACS Agreement and entire understanding of the parties. Any modification to the ACS Agreement must be in writing and signed by the parties.
- 9.2 In the event of conflict, this document, the exhibits and agency purchase orders shall have priority in the order listed below:
- 9.2.1 This document and amendments, with latest issued having priority
 - 9.2.2 Exhibit A: Authorized Contract and amendments, with latest issued having priority
 - 9.2.3 Exhibit B: Contractor Information and Ordering Instructions
 - 9.2.4 Exhibit C: Counties by Region Awarded
 - 9.2.5 Exhibit D: Contract Forms and Pricing Sheets
 - 9.2.6 Purchase Orders issued pursuant to the ACS Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signed by both parties below.

State of Florida

Department of Management Services:

Signature: _____

Name: Chad Poppell

Title: Secretary

Date: _____

General Building Maintenance, Inc.:

Signature: _____

Name: _____

Title: _____

Date: _____

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State of Florida

Department of Management Services:

Signature:  on behalf of

Name: Chad Poppell

Title: Secretary

Date: 8-4-15

General Building Maintenance, Inc.:

Signature: 

Name: WILLIAM Y. CHOI

Title: PRESIDENT

Date: AUGUST 31, 2015

Exhibit A: Authorized Contract

DMS Contract, **DMS-1213-040C** with **General Building Maintenance, Inc.** is hereby incorporated as Exhibit A to this ACS Agreement.

Contract documents can be found at the following link to the Florida Accountability Contract Tracking System (FACTS):

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=720000&ContractId=RE073>

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Exhibit B: Contractor Information and Ordering Instructions

Company Name: General Building Maintenance, Inc.

FEIN and MFMP Sequence Number: _____

CONTRACT ADMINISTRATION:

The person responsible for administering the contract on behalf of the Contractor is:

Name & Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

QUOTES & SITE VISITS

The person responsible for providing quotes and scheduling site visits on behalf of the Contractor is:

Name & Title: _____

Street Address: _____

E-mail Address: _____

Phone Number(s): _____

DIRECT ORDERS TO:

Customers should direct purchase orders to the following address:

Street Address or P.O. Box: _____

City, State, Zip: _____

Ordering Fax Number: _____

Ordering Email Address: _____

State of FL Vendor Number: _____

REMIT ADDRESS:

Customers should direct payments to the following address:

Address: _____

City, State, Zip: _____

Exhibit C: Counties Awarded by Region

Region 1 – General Building Maintenance, Inc.

- | | | |
|------------|--------------|--------------|
| • Bay | • Okaloosa | • Washington |
| • Escambia | • Santa Rosa | |
| • Holmes | • Walton | |

Region 2 – General Building Maintenance, Inc.

- | | | |
|------------|-------------|-----------|
| • Calhoun | • Jackson | • Madison |
| • Franklin | • Jefferson | • Taylor |
| • Gadsden | • Leon | • Wakulla |
| • Gulf | • Liberty | |

Exhibit D: Contract Forms and Pricing Sheets

The following forms are to be used by agencies seeking to utilize this ACS Agreement:

- Agency User Forms Package (Attachments C1-C11)
- Attachment D - Day Pricing
- Attachment E - Night Pricing

Please see the “How to Use This Contract” section of the State Purchasing contract web page for instructions on how to utilize this contract.

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