



**State Term Contract
No. 80141800-25-STC
For
Mail Services**

This State Term Contract No. 80141800-25-STC ("Term Contract") is between the **Department of Management Services** ("Department"), an agency of the State of Florida, located at 4050 Esplanade Way, Tallahassee, Florida 32399; and **Black's Business Systems, Inc. dba Services On Site** ("Contractor") with its principal place of business located at **9130 S Dadeland Blvd., Ste 1704, Miami, FL 33156**; collectively referred to herein as the "Parties."

WHEREAS, the Department issued a competitive solicitation for Mail Services; and

WHEREAS, the Contractor was awarded in Service Category 3: On-Site Staffing Services as a result of such competitive solicitation.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The initial term of the Term Contract shall be for three years. The Term Contract will become effective on July 1, 2025 or on the date signed by all Parties, whichever is later. The Term Contract shall expire on June 30, 2028 unless terminated earlier or renewed in accordance with Exhibit B, Enterprise Standard Terms and Conditions.

2. Order of Precedence.

This contract document and the attached exhibits constitute the Term Contract and the entire understanding of the Parties. All Exhibits listed below are incorporated into this Term Contract by reference herein. In the event of a conflict, the Term Contract document and Exhibits shall have priority in the following order:

- a) This contract document
- b) Exhibit A, Scope of Work
- c) Exhibit B, Enterprise Standard Terms and Conditions
- d) Exhibit C, Price Sheet

3. Purchases off this Term Contract.

Upon execution of this Term Contract, Customers, as defined in Exhibit B, Enterprise Standard Terms and Conditions, may purchase products and services under this Term Contract. Any entity making a purchase off of this Term Contract acknowledges and agrees

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For
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to be bound by the terms and conditions of this Term Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Term Contract.

4. Primary Contacts.

Department's Contract Manager:

John Branda
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 488-6904
Email: John.Branda@dms.fl.gov

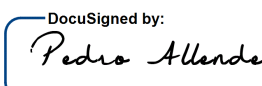
Contractor's Contract Manager:

Tim V. Curtis
Black's Business Systems, Inc. dba Services On Site
9130 S Dadeland Blvd., Ste 1704
Miami, Florida 33156
Telephone: (305) 374-1521
Email: TVCurtis@servicesonsite.com

Either party may notify the other by email of a change to a designated Contract Manager providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Term Contract to be executed by the undersigned duly authorized officials.

State of Florida:
Department of Management Services

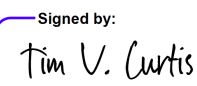
DocuSigned by:

By: C94713929499486...

Name: Pedro Allende

Title: Secretary

Date: 6/10/2025 | 9:59 AM EDT

Contractor:
Black's Business Systems, Inc. dba Services On Site

Signed by:

By: 4FD7DBB87EA8428...

Name: Tim V. Curtis

Title: Vice President

Date: 6/9/2025 | 3:57 PM EDT

Exhibit A, Scope of Work

SCOPE OF WORK

1. PURPOSE

To provide Customers with Mail Services on a statewide basis, pursuant to the terms set forth in this Scope of Work.

2. DEFINITIONS

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Exhibit B, Enterprise Standard Terms and Conditions; are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for the purposes of this Scope of Work. All definitions apply in both their singular and plural sense.

Accountable Mail – A Mail Piece that requires the signature of the addressee or addressee's agent upon receipt to provide evidence of delivery or indemnification for loss or damage. Accountable mail includes Priority Mail Express service and Special Service mail such as Certified Mail, Collect on Delivery, Insured Mail for more than \$200, Registered Mail, Return Receipt, and Signature Confirmation, and similar or equivalent as defined in the most current version of the USPS Publication.

Barcode – A series of vertical bars and spaces that represent any numerical series, most often a ZIP Code for the delivery address on a mail piece to facilitate automated processing by readers and scanners and used for postal processing including Intelligent Mail, POSTNET, PLANET, Code 39, USS Code 128, and GS1-128.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. at the Customer's location.

Classification – The grouping of mailable matter into mail classes, products, and price categories, according to content, weight, size, and preparation standards as defined by the USPS.

Coding Accuracy Support System (CASS) – A software or product certification process that standardizes address in address list and improves the accuracy of matching each standardized address to the proper delivery point code, ZIP+4 code, 5-digit ZIP Code, and carrier route code. Provides a common platform to measure the quality of address matching software and to diagnose and correct software problems.

Continuity of Operations Plan (COOP) – A predetermined set of policies and procedures that describe how a Contractor's essential functions will continue to be performed during a wide range of emergencies including, but not limited to, localized acts of nature, accidents and technological or attack-related emergencies.

Contract Administrator – The Contractor's dedicated representative with authority to manage and oversee the awarded Service Category(ies) and will have the ability to address and correct all issues related to the implementation and operation of the Term Contract including, but not

limited to, Term Contract compliance; Order and invoicing matters; security; training; staffing; procedures manual; personnel; operations; safety; COOP; and ensuring all tasks, deliverables, and timelines are met.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Term Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters into a Term Contract with the Department.

Copying (Black and White) – Reproduction of an image or text in black and white.

Copying (Color) – Reproduction of an image or text in color.

Correspondence – All Mail Pieces including, but not limited to, warrants, checks, and deposits that are not Postal Mail.

Courier Services – Delivery solutions that provide secure, accurate, on-time, delivery tracking and Same Day or Next Day Delivery of Mail Pieces and other specified documents for the Customer.

Customer Registration ID (CRID) – A unique number that identifies a specific business location involved in a mailing.

Customer – A State Agency or Eligible User, as these terms are defined in statute and rule.

Customer-specific Scope of Work (Customer SOW) – Tasks, deliverables, term, budget, specific positions, preferences, and terms and conditions for the requested Mail Processing, Courier Services, or On-Site Staffing Services established by the Customer.

Delayed Delivery – Mail Processing and transportation to the USPS that is not designated to be performed on the Same Day or Next Day, as requested by the Customer.

Department – The Department of Management Services (DMS), a state agency.

Document Composition Services – The formatting of large amounts of electronic information into a printable document. The platform or software is used to make the electronic information compatible with the vendor's printing program.

Eligible User – As defined in Rule 60A-1.001, F.A.C.

Envelope – A flat paper container with a sealable flap, used to enclose a letter or document.

Flat - Mail Piece that is sealed or otherwise enclosed and is not intended to be bent or folded and has one dimension that is greater than 6-1/8 inches high, 11-1/2 inches long (the side parallel to the address as read) or 1/4 inch thick.

Folding and Inserting – Process of placing a Mail Piece(s), such as invoices, statements, or checks inside a window envelope on which address and other information is printed and appears through the window where the fold ensures the document remains secure during

transit, but also provides a professional and organized appearance when opened by the recipient.

Full-Service Intelligent Mail – A maximum 31-digit Barcode comprised of a routing code, and four additional fields which add additional information such as mail class, service requested, mailer identification, and unique serial number for tracking.

Impression – The product of Production Printing or Copying only the front side of a single piece of paper or the front and back side of a single piece of paper.

Imprint Postal Mail – Most popular and convenient way to pay for postage, especially for high volume mailings. Instead of using precanceled stamps or a postage meter, the mailer prints postage information in the upper right corner of the Mail Piece. This postage block is called an “indicia.”

Letter – Mail Piece that is sealed or otherwise enclosed and within the dimensions of 11-1/2 inches long, 6-1/8 inches high, 1/4-inch-thick and does not weigh in excess of 3.5 ounces.

Mail Piece – A single addressed article of mail including, but not limited to, Letter(s), Flat(s), Correspondence, card(s), and parcel(s).

Mail Processing – An integrated group of subfunctions required to sort and distribute mail to USPS for delivery. The subfunctions include, but are not limited to, receipt of electronic files, printing, Copying, Folding, Inserting, Sorting, Metering, Barcoding, processing, and applying postage using the best practices and methodology and shall comply with all applicable laws, statutes, and procedures.

Mail Services – The three categories of services contemplated within this Term Contract; Mail Processing, Courier Services, and On-Site Staffing Services.

Mailer Identifier (MID) – A field within the Intelligent Mail barcode that is used to identify mailers.

Meter – The process of affixing postage with a USPS approved postage machine.

Multiline Accuracy Support System (MASS) – A certification process and application that accesses and checks the address-matching software used by multiline optical character readers to evaluate the ability to process address information and apply an accurate delivery point Barcode to a Mail Piece.

Next Day Delivery – Mail Processing and Courier Services to the USPS and other determined routes that is performed on the next Business Day after the date the order is received by the Contractor, excluding weekends and state and federal holidays (as observed by the USPS).

On-Site Staffing Services – Provision of part-time or full-time employees or personnel or via contractual relationships with the Contractor who report to the Customer’s location to perform essential Mail Services functions and do not have an employment relationship with the Customer.

Order – Written agreement between the Customer and Contractor which establishes the services agreed upon by the Customer and Contractor and may be used interchangeably with purchase order.

Personal Identifiable Information (PII) – Information that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or by which a Customer intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification.

Postal Mail – Mail Pieces prepared by Mail Processing or transported by Courier Services to the USPS for delivery to the addressee.

Production Print – High-speed printing of Customer's orders including, but not limited to, the Printing of Mail Pieces and Envelopes.

Same Day Delivery – Mail Processing and Courier Services to the USPS and other determined routes on the same Business Day that the order is received by the Contractor.

Service Category – A collection of Mail Services that is described in this Scope of Work and Exhibit C, Price Sheet.

Sorting – Separating Mail Pieces and Correspondence into specific groups or batches, ZIP codes, or other criteria to take advantage of lower postage rates.

State – The State of Florida.

Term Contract – The legally enforceable State Term Contract, as defined in section 287.012, F.S., between the Department and the awarded Respondent(s) resulting from this solicitation.

Unit Rate – Rate expressed for the cost per individual item or service.

USPS – The United States Postal Service, or Postal Service.

Work Site – The location where work shall be performed.

3. SCOPE OF WORK

3.1 Description of Scope

The Mail Services available through this Term Contract shall be classified under the following Service Categories: Mail Processing, Courier Services, or On-Site Staffing Services.

The Contractor shall provide Mail Processing, Courier Services, or On-Site Staffing Services pursuant to the terms of this Term Contract in the applicable Service Category which it has received an award. Mail Services will be provided on an as-needed basis with no guaranteed or minimum spend. Mail Services are vital to the Customer to successfully meet the Customer's operational mission and shall be provided seamlessly, without interruption, to the normal operations of the Customer's business.

3.2 Service Categories

A Contractor may offer services in an awarded Service Category as set forth below:

- 3.2.1 Service Category 1: Mail Processing – An integrated group of subfunctions required to sort and distribute mail to USPS for delivery. The subfunctions include, but are not limited to, receipt of electronic files, printing, Copying, Folding, Inserting, Sorting, Metering, Barcoding, processing, and applying postage using the best practices and methodology and shall comply with all applicable laws, statutes, and procedures.
- 3.2.2 Service Category 2: Courier Services – Delivery solutions that provide secure, accurate, on-time, delivery tracking, and same day or next day delivery of Mail Pieces and other specified documents for the Customer.
- 3.2.3 Service Category 3: On-Site Staffing Services – Provision of part-time or full-time employees or personnel or via contractual relationships with the Contractor who report to the Customer's location to perform essential Mail Processing functions and do not have an employment relationship with the Customer.

4. CUSTOMER-SPECIFIC SCOPE OF WORK

The Customer SOW will be determined and agreed upon by the Customer and the selected Contractor as set forth in the Customer SOW or Order. The Customer may develop a Customer SOW which establishes tasks, deliverables, specific positions, and preferences for the requested Mail Processing, Courier Services, or On-Site Staffing Services. The Customer shall include a Customer SOW in the Request for Quote (RFQ) issued to the Contractors, and the Customer SOW shall be incorporated into any Order issued by the Customer. The Customer may request an on-site assessment as identified in subsection 23. Request for Quote Requirement. The Customer is permitted to request terms and conditions which supplement those contained in this Term Contract, but shall not conflict.

The following are non-exhaustive examples of Customer requirements which may be required by the Contractor and its personnel. Any Customer preferences will be listed in the Customer SOW or Request for Quote. The Customer SOW may include the following information:

- Additional contractor responsibilities
- Additional financial consequences
- Additional reporting requirements
- Additional data security requirements
- Additional security requirements for accessing the Customer's Work Site
- A Customer-specific procedures manual
- Work Site, pickup, or delivery locations
- Additional COOP requirements

5. DUTIES AND RESPONSIBILITIES

5.1 Establishment of Mail Services

Awarded Contractor(s) shall assume sole responsibility and liability for all Mail Pieces and Correspondence it accepts. Contractor(s) shall have the ability to provide Mail Processing, Courier Services, or On-Site Staffing Services for at least 1 million Mail Pieces per month. Actual quantities may deviate from estimated quantities subject to Customer needs, market

conditions, or any other reason. The Contractor shall be able to provide Mail Services in compliance with USPS requirements statewide. Awarded Contractor(s) shall furnish everything required to provide cost-efficient Mail Services as defined in this Scope of Work.

5.1.1 The Contractor shall adhere to the Customer SOW when providing any Mail Services.

5.1.2 If requested, the Contractor shall meet with the prospective Customer to identify service needs and perform a free on-site assessment to determine the most cost-effective combination of personnel, processes, and technology to meet the Customer's needs.

5.1.3 The Contractor shall consider a number of variables in customizing services to meet the Customer's needs. These variables include, and are not limited to: the type and volume of Mail Pieces to be handled; the time required for completion of the Mail Service; the number of on-site staff needed; courier frequency, courier routes, schedule, pickup points, delivery points, on-demand pickup, and tracking; security requirements; and Work Site configuration. The Customer shall ensure that any proposed Customer SOW complies with federal, state, and local law, including, but not limited to, section 283.35, F.S.

5.1.4 The Contractor shall prepare all Postal Mail in accordance with USPS regulations, policies and procedures that apply to handling mail, including those in the most current version of the USPS Handbook AS-353-Guide to Privacy, the Freedom of Information Act, and Records Management <https://about.usps.com/handbooks/as353/> and POMS DI 395551 DDS Mail Management <https://secure.ssa.gov/poms.nsf/lnx/0439551000>.

6. SERVICE CATEGORY 1: MAIL PROCESSING

Mail Processing includes collection of Mail Pieces from the Customer, receipt of electronic files from the Customer, printing, Copying, Folding, Inserting, Sorting, Metering, Barcoding, processing, and transportation of Mail Pieces to the USPS for delivery to the addressee. Mail Pieces may be machine or hand addressed. A Contractor awarded this Service Category shall perform Mail Processing under the Term Contract using the best practices and methodology and shall comply with all applicable laws, statutes, and procedures.

The terms set forth in section 6 shall apply only to those Contractors awarded a Term Contract for Service Category 1: Mail Processing.

6.1 General

Postage shall be billed based on the USPS rates from the USPS website. USPS price tables are available on the Postal Service's Postal Explorer website at <https://pe.usps.com/PriceChange/Index>.

6.1.1 The Contractor shall provide Full-Service Intelligent Mail Barcode services.

6.1.2 The Contractor shall ensure the Customer has established unique Mailer Identifier (MID) and Customer Registration ID (CRID).

- 6.1.3 The Contractor shall ensure that the best possible USPS Classification is selected to obtain maximum postage discounts for all Postage Mail based on cost, policy, timeliness, and delivery requirements.
- 6.1.4 The Contractor shall provide permit imprint Postal Mail (an authorization to mail without postage affixed by using an imprint).
- 6.1.5 The Contractor shall process hand-addressed Mail Pieces through manual or remote encoding.
- 6.1.6 The Contractor shall provide the Customer with all USPS forms and supplies required to process Mail Pieces. Supplies include USPS forms, Accountable Mail materials, mail trays, bins, and other items that may be required by USPS.
- 6.1.7 The Contractor shall provide Envelopes to fulfill the Customer's Order in accordance with USPS mailing standards. At the Customer's sole discretion, the Customer may purchase Envelopes and other supplies through any State contract or agreement, https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements, which doesn't lessen the obligation on the Contractor to provide Envelopes to fulfill the Customer's Order in accordance with this Term Contract.
- 6.1.8 The Contractor shall use Mail Processing software approved and certified by the USPS and shall install all software updates, patches, and repairs on all Mail Processing equipment upon release.
- 6.1.9 The Contractor shall routinely update address and ZIP code information using MASS certified equipment and CASS certified software.
- 6.1.10 The Contractor shall protect the confidentiality and integrity of Customer information. Contractor software shall be compatible and compliant with Customer software and requirements at all times.
- 6.1.11 The Contractor shall have the ability to accept Customer Orders in writing or electronically.
- 6.1.12 The price per Impression for Copying and Production Print is calculated on a per Impression basis. (e.g., a one-sided Impression on the front side of a single piece of paper is calculated as one Impression and a two-sided Impression on the front and back side of a single piece of paper is calculated as two Impressions).
- 6.1.13 The Contractor shall maintain accurate, detailed Mail Processing records including, but not limited to: print production; Folding and Inserting; presorting; address updating; rejected, returned and damaged mail; proof of service; signature record for Accountable Mail; and postage. All records shall contain accurate Order numbers and Customer information. When requested by the Customer, the Contractor shall provide reports.
- 6.1.14 The Contractor shall have the ability to transport Mail Pieces and adhere to Same Day Delivery, Next Day Delivery, or Delayed Delivery to the USPS as required in the Customer SOW.

6.1.15 The Contractor shall ensure security and confidentiality of transported Mail Pieces while in the Contractor's possession.

6.2 Printing and Related Services

Standard print production services shall utilize plain white 20# bond paper in either 8 ½ x 11 or 8 ½ x 14 size. If the Customer determines that they need a different type of paper and the paper is not available in any State Term Contract, https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements, the Customer may allow the Contractor to purchase the specific paper needed for print production service at cost. A Customer may request documentation demonstrating the prices paid by the Contractor to purchase the specific paper needed.

- 6.2.1 The Contractor shall have the capability of accepting or sending electronic production mail files and data including, but not limited to, the formats and software listed below:
- Exstream
 - IBM data streams
 - PCL
 - PDF
 - PostScript files
 - Image files
 - Database files
- 6.2.2 The Contractor shall maintain a total production file count received from the Customer and compare it to the actual production file to ensure counts are accurate. The Contractor shall notify the Customer in the event of a miscount and request a re-transmission of the production files.
- 6.2.3 The Contractor shall maintain Mail Processing information about print production Orders received from the Customer, and when requested by the Customer, shall provide reports.
- 6.2.4 The Contractor shall process encrypted postscript files without any modifications in accordance with the requirements in the applicable Customer SOW.
- 6.2.5 The Contractor shall split unencrypted postscript files into separate documents or pages, as necessary, and insert Barcodes on those documents or pages in accordance with the requirements of the Customer. The Contractor shall apply Barcoding and further sub-sorting by page count in order to group the individual files for envelope insertion.
- 6.2.6 The Contractor shall have the ability to provide Document Composition Services by creating postscript files in accordance with the requirements of the Customer. The Contractor shall have the ability to perform the following functions: generate software scripts for breaking the print stream up by page count and envelope type; index by document numbers; generate files capable of being processed on multiple inserters; and Barcode the documents for inserting into envelopes. Document Composition Service needs may vary by Customer.
- 6.2.7 The Contractor shall have the ability to provide Copying services as part of Mail Processing when requested by the Customer. The Contractor shall have the

ability to make black and white and color copies. The Contractor shall have the ability to make copies of various sizes, which may include index cards, postcards, letter-size paper, and legal-size paper.

6.3 Folding and Inserting

- 6.3.1 The Contractor shall provide Folding and Inserting services.
- 6.3.2 The Contractor shall guarantee Mail Processing integrity by implementing file-based processing for inserters that has the ability to match inserted envelope counts with the print production file counts.

6.4 Presorting

- 6.4.1 The Contractor shall sort Flat and Letter Postal Mail.
- 6.4.2 The Contractor shall provide sorting with a machine that has an Optical Character Reader (OCR) that will interpret the address information on Letter Postal Mail Pieces and spray the corresponding ZIP Code information on to the piece as a Barcode.
- 6.4.3 The Contractor shall sort Postal Mail pieces to achieve the best available postage discount as priced by USPS for the applicable size, weight, and mail type.
- 6.4.4 On a daily basis, the Contractor shall comingle all Postal Mail printed and prepared by the Contractor with all Postal Mail printed and prepared by the Customer to obtain the lowest possible postage rate, pursuant to the Customer's preference for Same Day, Next Day, or Delayed Delivery.

6.5 Address Update Services

- 6.5.1 The Contractor shall provide address update services to the Customer based on the current requirements of the USPS National Change of Address.
- 6.5.2 The Contractor shall maintain software to provide address update services and shall upload all updates as they are available.
- 6.5.3 The Contractor shall ensure that the latest USPS move update requirements are used.
- 6.5.4 The Contractor shall comply with any statutory restrictions pertaining to address updates that are provided by the Department or Customer. The Contractor shall ensure that, if a Customer has a statutory restriction on the forwarding of mail to new addresses, that the legally required endorsements are printed on the envelopes.
- 6.5.5 The Contractor shall provide the Customer a listing of all address update service activities, (i.e. copy or image of envelope, report listing the old and new addresses, or other suitable method to provide old and new address). The Customer may request the listing on a weekly, monthly, or quarterly basis.

6.6 Removal of Postal Mail Prior to Transport

- 6.6.1 The Contractor shall establish a process by which the Customer may remove Postal Mail from Mail Processing prior to transportation to the USPS.
- 6.6.2 The Contractor shall remove Postal Mail as requested by the Customer.
- 6.6.3 The Contractor shall provide a list of all removed pieces of Postal Mail and return the pieces to the Customer, requiring signature and timestamp upon receipt.

6.7 Rejected, Returned, and Damaged Mail

- 6.7.1 The Contractor shall work with each Customer to assist in minimizing the pieces of Postal Mail rejected or returned and establish procedures for handling rejected or returned Postal Mail.
- 6.7.2 The Contractor shall have the capability to track, record, and report the number of Postal Mail pieces rejected or returned. The Contractor shall report to the Customer daily the number of Postal Mail pieces rejected or returned.
- 6.7.3 The Contractor shall deliver all rejected or returned Postal Mail pieces to the Customer on the same day of receipt.
- 6.7.4 The Contractor shall notify the Customer immediately when damage occurs to Postal Mail. The Contractor shall return damaged Postal Mail to the Customer within one Business Day. The Contractor shall maintain a record of all supplies, documents, and Mail Pieces damaged while in the Contractor's possession and submit a biweekly report with the invoice to the Customer.

6.8 Postage

- 6.8.1 The Contractor shall ensure that all Postal Mail is Metered in accordance with current USPS standards and regulations.
- 6.8.2 Unless previously approved in writing, the Contractor shall guarantee that all eligible Postal Mail with a destination address in Florida is in accordance with current USPS mailing standards and guidelines and Metered at the most applicable and appropriate method that provides the lowest rate for the Customer. This requirement shall not be set aside for equipment failure, natural disaster, Contractor error, or any other reason without the express written consent of the Customer.
- 6.8.3 The Contractor shall always obtain all available postage discounts. Any savings shall be credited to the Customer.
- 6.8.4 The Contractor shall notify the Customer of all USPS service promotions that may generate additional postage discounts and comply with the Customer's directions with respect to participation in such promotions. Any savings generated by participation shall be credited to the Customer.
- 6.8.5 Upgrades for Accountable Mail or additional required postage **shall be preapproved** by the Customer. These charges shall be included and clearly identified in the Contractor's invoices.

- 6.8.6 The Contractor shall obtain and maintain a record of signatures for Accountable Mail. The Contractor shall electronically track and report Accountable Mail delivery.
- 6.8.7 The Contractor shall provide USPS postage statements upon request by the Customer.
- 6.8.8 The Contractor shall provide monthly reports to the Customer containing postage inventory and internal charge back accounts including, but not limited to, business reply and postage due funds.
- 6.8.9 The Contractor shall provide monthly reports to the Customer containing postage information, by Classification, and, if requested by the Customer, the amounts of postage used by the operating units.
- 6.8.10 The Contractor shall not backdate Metered Mail Pieces.

7. SERVICE CATEGORY 2: COURIER SERVICES

The terms set forth in section 7 shall apply only to those Contractors awarded a Term Contract for Service Category 2: Courier Services.

- 7.1 Mail Pieces, Correspondence, and other specified documents scheduled for pick up by 4 PM ET daily will be considered Same Day Delivery. Mail Pieces, Correspondence, and other specified documents scheduled for pick up after 4 PM ET will be considered Next Day Delivery.
- 7.2 The Contractor shall have the ability to provide courier services routes in every ZIP code statewide.
- 7.3 The Contractor shall pick up Metered and unmetered Postal Mail from the Customer for Mail Processing in the time and manner specified in the Customer SOW.
- 7.4 When required by the Customer, the Contractor shall pick up Postal Mail and other specified documents more than once daily from locations and shall ensure that the last afternoon Postal Mail pickup is made in time to meet USPS daily pickup deadlines.
- 7.5 The Contractor shall keep an electronic record of all Mail Pieces successfully and unsuccessfully transported for a period of three years after the term of the Term Contract.
- 7.6 The Customer's Order number shall appear on all Contractor forms, proofs of services, reports, invoices, and all other Correspondence regarding the Order.
- 7.7 The Contractor shall monitor all Orders and provide the status to the Customer upon request.
- 7.8 The Contractor shall obtain and maintain a record of signatures for Accountable Mail. The Contractor shall electronically track and report Accountable Mail delivery.
- 7.9 The Contractor shall have adequate backup couriers including supporting personnel such as clerks, dispatchers, and managers to service the State.

- 7.10 The Contractor shall maintain control and documentation of pickup and delivery items, shall obtain the signature from Customer designee at each location, and shall reconcile with designated Customer staff as a way to sign off completion of services for the day.
- 7.11 The Contractor shall notify the Customer if Contractor will be more than 15 minutes later than the scheduled pickup or delivery time. The method of notification will be determined by the Customer and may be contemplated in the applicable Customer SOW.
- 7.12 The Contractor shall adhere to Customer's designated pickup and delivery locations.
- 7.13 The Contractor shall ensure security and confidentiality of the transported items while in the Contractor's possession.
- 7.14 The Contractor shall maintain accurate, detailed Courier Services records including, but not limited to: courier routes; pickup and delivery time logs; proofs of delivery; Term Contract compliance matters; security and confidentiality matters; damaged items; staffing levels; duties and responsibilities performed; and training. All records shall contain accurate Order numbers and Customer information. When requested by the Customer, the Contractor shall provide reports.

8. SERVICE CATEGORY 3: ON-SITE STAFFING SERVICES

Contractors awarded this Service Category shall provide On-Site Staffing Services to the Customer. On-site staff shall have the necessary training and ability to perform Mail Processing at the Customer's Work Site(s) or as specified by the Customer and in the applicable Customer SOW.

The terms set forth in section 8 shall apply only to those Contractors awarded a Term Contract for Service Category 3: On-Site Staffing Services.

- 8.1 The Contractor shall continually monitor the performance of its on-site staff located at the Customer's Work Site(s) and routinely meet with the Customer to ensure the Contractor is providing services which adhere to this Scope of Work and an applicable Customer SOW. Contractor shall remove and replace any unsatisfactory personnel, at the sole discretion of the Customer.
- 8.2 The Contractor shall prepare all Mail Pieces as required to sort and distribute mail to USPS for delivery.
- 8.3 On-site staff shall comply with the Customer's human resource, security, and employment policies, in addition to any other policies, as designated by the Customer.
- 8.4 On-site staff shall perform the functions included in the descriptions below:
 - 8.4.1 Customer Service Associate – Duties may include, but are not limited to: pick up, receive, and sort incoming Correspondence; deliver outgoing Correspondence; pick up outgoing Postal Mail in preparation for Mail Processing by the Contractor; perform various Mail Service activities (Sorting, Metering, Folding, Inserting, delivering; adhere to business guidelines and safety procedures; scan incoming mail; create and ship files; sort and deliver mail).
 - 8.4.2 Supervisor – Duties may include, but are not limited to: supervise and manage other on-site personnel; oversee the daily performance of on-site Mail Processing

required by the Customer; ensure customer satisfaction via well-trained staff, use of proper work instructions, adherence to Term Contract and Customer SOW, cross train; ship and receive; handle time-sensitive materials such as confidential, PII, or urgent Mail Pieces.

- 8.4.3 The Contractor shall maintain accurate, detailed On-Site Staffing Services records including, but not limited to: timesheets, Work Site(s), staffing levels, policies, security, duties and responsibilities performed, and training. All records shall contain accurate Order numbers and Customer information. When requested by the Customer, the Contractor shall provide reports.

9. CUSTOMER AND ACCOUNT MANAGEMENT

9.1 Communication

- 9.1.1 The Contractor shall establish a primary and secondary Contract Administrator to maintain effective lines of communication with the Customer.
- 9.1.2 The Contract Administrator will be responsible for addressing Term Contract issues and requests brought to them by the Customer and the Department. The Contract Administrator shall have the authority and ability to address and correct all issues related to the implementation and operation of the Term Contract to include, but not limited to: responding to Customer inquiries, contract compliance and performance, Order and invoicing matters, security, staffing support, procedure manual, operational support, personnel, operations, safety, COOP, and manage tasks, deliverables, and timelines.
- 9.1.3 The Contractor shall notify the Department's Contract Manager of any changes in assignment of the Contract Administrator, in writing, within one Business Day of the new assignment.
- 9.1.4 The Contractor shall provide the Department and the Customer with contact information for the Contract Administrator within one Business Day of the Term Contract execution or Customer Order. This information shall include full names, titles, email addresses, office and cellular telephone numbers. The Contract Administrator shall respond to Customer calls or emails within one Business Day. The Contractor shall provide a telephone number and email address for contacting the Contractor after Business Hours. The Contractor shall respond to after-hour messages within one hour.
- 9.1.5 The Contractor shall resolve all contractual and Customer concerns, issues, or complaints to the satisfaction of the Customer.
- 9.1.6 The Contractor shall report the daily volume of Mail Pieces processed, courier logs, or On-site Staffing activities and logs and any other operational reporting when requested by the Customer or the Department in an agreed upon format and timeframe.
- 9.1.7 Upon request by the Customer, the Contractor shall provide the Customer with consultation and training to enable the Customer to take advantage of postage discounts and other cost-saving measures.

9.1.8 The Contractor shall provide immediate written and verbal notice to the Customer if it believes it cannot meet the level of services required in the Term Contract or Customer SOW and shall provide remedies, alternatives, and mitigate all further impacts as detailed in the COOP. At the sole discretion of the Customer, the Customer may seek any appropriate remedies if the Contractor cannot meet the level of services required including, but not limited to: requesting an invoice reduction, terminate the Order, and selecting another Contractor.

9.1.9 The Contractor shall send all routine communications and reports related to the Term Contract to the Department's Contract Manager. If any information listed on the Department's website changes during the life of the Term Contract, then the Contractor shall notify the Department's Contract Manager within five Business Days. Communication relating to a specific Order should be addressed to the contact person identified on the Order. Communication may be by e-mail or telephone.

10. PROCEDURES MANUAL

No later than 30 Business Days after the Term Contract effective date, the Contractor shall provide the Department a procedures manual that addresses the Contractor's procedures for the Service Category(ies) awarded as detailed in this Scope of Work and as identified below. The Contractor shall provide the Department a current procedures manual annually within 30 days of the Term Contract anniversary each year after the start date of the Contract. The Customer may request a Customer-specific procedures manual, and the Contractor shall provide no later than 30 Business Days after the Customer Order effective date, or as specified by the Customer.

- Mail Processing including, but not limited to, duties and responsibilities, Classification, Accountable Mail, safety and security protocols, and address labeling;
- Courier Services including, but not limited to, Mail Piece, Correspondence, and interagency delivery and pickup, bank deposits, and courier logs; or
- On-Site Staffing Services including, but not limited to, duties and responsibilities, competencies, safety and security protocols, and a staffing plan.

The Contractor shall maintain the procedures manual and provide timely updates to the Customer. The Contractor shall provide training to the Customer regarding the procedures manual and communicate all updates to the Customer within one Business Day.

11. HOLIDAYS

The Contractor shall provide the Customer all services during Business Days, unless otherwise agreed upon in the Customer Scope of Work.

The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day

- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. The Customer may have additional holiday(s) observed which will be detailed in the Customer SOW.

12. CONTINUITY OF OPERATIONS

12.1 Contractor's Continuity of Operations Plan (COOP)

The purpose of the COOP is to ensure that the Contractor has made adequate preparations to continue Mail Processing, Courier Services, or On-Site Staffing Services in the occurrence of events including, but not limited to, natural, human-caused, technological threats and national security threats, acts of god, including hurricane and flood, power outage, terror, pandemic, civic unrest, equipment failure, cybersecurity incidents, loss of workforce, and other events outside of the Contractor's control that the Contractor may mitigate the impact to the Customer with the implementation of a COOP. The Contractor shall continue to perform Mail Services while the USPS is open and receiving mail, and ensure that the Customer's Correspondence remains secure and undamaged, and take any and all actions necessary to continue to perform regardless of whether those actions are specifically described in the COOP.

No later than 30 Business Days after the Term Contract effective date, the Contractor shall provide the Department's Contract Manager with a comprehensive COOP. The COOP is subject to the Department's review and approval. The Contractor shall make any corrections or updates as requested by the Department within 10 Business Days. The Contractor shall also provide the Customer with the COOP upon executing a Customer Order, and shall incorporate any additional requirements from a Customer SOW.

The Contractor shall review and update the COOP annually and submit a copy to the Department's Contract Manager annually after the anniversary date of the start date of the Term Contract.

The Contractor shall ensure that the plan addresses any potential operational interruption on a short-term and long-term basis. The COOP shall include:

- Start-up and recovery procedures for implementing the COOP
- Roles and responsibilities, delegations of authority
- Alternate location(s) of operations
- Process to protect, replace, and implement risk mitigation systems and equipment
- Essential components of information required for continued operations backup
- Backup processes and procedures
- Operational workaround procedures
- Processes to comply with regulatory and contractual obligations

- Plans for continuation of services
- Implementation of virus/hacking containment
- Deploying anti-virus software and updates
- A plan for regularly testing the COOP
- Additional requirements as directed by the Department

When applicable to the awarded Service Category, the COOP shall include:

- Process to support Mail Processing services
- Backup couriers
- Process to provide standard or increased number of personnel
- Alternate Mail Facility sites
- Site Facility Recovery procedure

13. MAIL PROCESSING FACILITY

If providing Mail Processing services, at the Customer's discretion, the Contractor may be required to establish, maintain, and operate a centralized Mail Processing facility within Florida or elsewhere in the contiguous United States. Any such requirements shall be identified by the Customer at the time of Order and detailed in the Customer SOW. The Contractor may establish additional Mail Processing facilities in other locations to meet Customer requirements. The Contractor shall furnish all equipment, vehicles, machinery, software, and hardware necessary to provide Mail Processing to meet the volume requirements of the Customer within the facility(ies). The Contractor shall allow representatives of the Customer and Department to conduct on-site visits at the Contractor's facility(ies), with or without prior notification.

14. SECURITY

The Contractor shall ensure the physical security of all Mail Pieces and Correspondence. The Contractor shall ensure the integrity and confidentiality of Mail Pieces and Correspondence in its possession. Unauthorized personnel shall not have access to facilities, vehicles, or equipment used to pick up, transport, process, or store Mail Pieces, Correspondence, supplies, or property of the Customer. Access to separately secured areas and secured vehicles where Mail Services are processed shall be limited to the Contractor or Customer personnel with proper authorization and clearance to access those areas.

The Contractor shall employ physical and cybersecurity measures to secure all Mail Pieces, Correspondence, and Customer property and information in its possession from theft, forgery, alteration, or exposure to the elements. In addition, the Contractor shall have the ability to meet additional Customer security needs as specified in the Customer SOW, such as security policies, tamper-proof containers, facility access restrictions, employee photo ID badges, security cameras, sign-in and sign-out logs, and secured cage to avoid security breaches.

15. SAFETY SCREENING

The Contractor shall comply with the most current USPS mail safety regulations for all Mail Services. Currently, the U.S. Department of Transportation designates hazardous materials that are capable of posing a risk to health, safety, and property during transportation. <https://www.ecfr.gov/current/title-49>. The Contractor shall test for biological, chemical, and explosive agents, as these terms are defined by the Code of Federal Regulations, of suspicious Mail Pieces transmitted through the mail stream. If questionable, suspicious, or hazardous materials, as this term is defined by the Code of Federal Regulations, are found, the Contractor

shall follow the instructions contained in the current publication of the USPS Publication 166, Guide to Mail Center Security and, when reasonably safe to do so, shall notify the Customer.

16. SECURITY COMPLIANCE

The Contractor shall comply with all applicable Florida Statutes and the Department of Labor's guidance on the protection of Personal Identifiable Information (PII), which is defined as "personal information" in section 501.171, F.S. The Contractor shall require company-wide communications concerning Mail Services security procedures including PII. It is the Contractor's responsibility to protect and safeguard paper, electronic, or other media that contain PII to which they have access.

The Contractor shall ensure that all employees are pre-screened through background checks.

17. INVOICE COMPLIANCE

The Contractor shall submit accurate, timely, and complete invoices for Mail Services, other than postage, monthly or as directed in the Customer SOW. Invoices for Postage shall be submitted to the Customer biweekly. The Contractor shall reduce the Customer's invoice or subsequent invoice for all items damaged while in the Contractor's possession and all overcharges.

Should an invoice discrepancy occur, the Contractor shall provide records or reports to support the invoice within five Business Days. The Contractor shall immediately correct and remedy invoice errors. Disputes may be resolved by the Customer or escalated to the Department at the Customer's discretion.

18. POSTAGE REIMBURSEMENT

Payment terms for Postage will be invoiced in arrears unless otherwise specified by the Customer in the Customer SOW. The Contractor shall invoice the Customer biweekly in arrears by each USPS account or mailer identification number for postage used each billing cycle, unless otherwise stated in the Customer SOW.

At the Customer's sole discretion, the Customer may pay for postage in advance directly to USPS or the Contractor. State agencies are required to obtain approval from the Department of Financial Services prior to agreeing to an advance payment in the amount of Category Two or more. 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.

19. PRICING

The Contractor shall perform the Term Contract in accordance with the maximum initial and renewal term pricing in Exhibit C, Price Sheet. The Customer may negotiate lower pricing based on the Customer's Order. Initial term and renewal term pricing shall include any and all applicable costs for providing Mail Processing, On-Site Staffing Services, or Courier Services in accordance with this Scope of Work. Hourly rates submitted by the Contractor shall be in compliance with all federal, state, and local labor laws.

Contractors may provide an optional per Business Day Unit Rate daily for Service Category 3, On-Site Staffing Services. The per Business Day Unit Rate is intended to provide predictability and a discount to Customers relative to maximum hourly rates. Under no circumstances shall the per Business Day Unit Rate be permitted to be greater than eight hourly Unit Rates.

The Contractor shall not begin work on any services that will exceed the Customer's specified budget or Order without written approval from the Customer.

20. PRICE ADJUSTMENTS (UNIT RATE)

The Contractor shall adhere to the Unit Rate submitted in Exhibit C, Price Sheet, which is incorporated into the Term Contract.

The Contractor shall provide the lowest available Unit Rate to the Customer which meets the specifications of this Scope of Work.

The Contractor shall perform the Term Contract in accordance with the initial and renewal term Unit Rate pricing in Exhibit C, Price Sheet. Unit Rate pricing may be adjusted during the term of the Term Contract, subject to the process outlined herein. Unit Rate pricing may be adjusted no earlier than twelve months after the anniversary date of the start date of the Term Contract and thereafter or no earlier than twelve months after the effective date of the previous price adjustment. The Contractor shall submit Unit Rate price adjustment requests via email to the Department's Contract Manager.

There is no guarantee the Department will approve a Unit Rate price adjustment, therefore, the Contractor should be prepared for pricing to be firm over the term of the Term Contract. Requests for adjustments in Unit Rate pricing shall be supported by appropriate documentation. The Department will review Unit Rate price adjustment requests based on an increase in the Contractor's actual expenses or other reasonable adjustments in providing services under the Term Contract. If the Department agrees to the adjusted Unit Rate price terms, the Department shall issue written approval of the change.

The Department reserves the right to deny any price adjustment request. Price adjustments will not be considered for any Contractor with any contractual performance issues including, but not limited to, outstanding fees or monies due under this Term Contract or overdue reports or documentation including, but not limited to, Quarterly Sales Report(s), MFMP Transaction Fee Report(s), failure to adhere to COOP requirements, Corrective Action Plans, or other requirements contained in this Scope of Work or Customer SOW.

The Contract Manager shall notify the Contractor if the requested price adjustment is approved. Such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract. After the Department approves a price adjustment in a written communication to the Contractor, it will incorporate the price adjustment into the Price Sheet listed on the State Purchasing Contract website. Price adjustments may not be applied retroactively. The Department reserves the right to request price decreases at any time during the term of the Term Contract if it is found to be in the best interest of the State. Price decreases issued by the Contractor are permissible at any time during the initial and renewal terms.

At the Term Contract renewal, the Contractor shall honor renewal term pricing, or a price adjustment as previously approved by the Department's Contract Manager.

Unit Rate price increases must be supported by a change in the Producer Price Index (PPI) for the Series ID(s) shown in the table below. This information is published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS), and is available at <http://www.bls.gov/data/>.

Service	Series ID	Product
Courier Services	PCU4921104921101	Courier Services
Document Composition	PCU561380561380101	Temporary help services, office, and clerical
Folding and Inserting Scanning and Indexing	PCU3231203231205	Miscellaneous binding and post press work, incl. collating, perforating, folding, gluing, etc.
Mail Processing	PCU561380561380102	Temporary help services, light and heavy industrial
On-Site Staffing	PCU561380561380	Staffing Services
On-Site Staffing	PCU561380561380102	Temporary help services, light and heavy industrial
Production Print Copying	PCU32311K32311K5	Digital printing
Sorting	PCU323120323120	Support activities for printing

The change in PPI for the first price adjustment after the start date of the initial term shall be determined using the PPI for the month in which the initial term began and the latest available non-preliminary PPI at the time of the price adjustment request (a preliminary PPI is indicated on the BLS website with a “(P)” notation). The change in PPI for a second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

The change in PPI for the first price adjustment after the start date of the renewal term shall be determined using the PPI for the month in which the renewal term began and the latest available non-preliminary PPI at the time of the price adjustment request (a preliminary PPI is indicated on the BLS website with a “(P)” notation). The change in PPI for a second and subsequent price adjustments shall be determined using the latest PPI that was used to support the previous price adjustment and the latest available non-preliminary PPI at the time of the request.

When requesting a price increase, the Contractor shall submit a written justification to the Department’s Contract Manager detailing the reason(s) for the request; an increase in the PPI is not sufficient justification for a price increase by itself. Price increases shall not exceed the percent change in PPI or three percent (3%), whichever is less. The percent change in PPI shall be calculated using the following formula:

$$\frac{(B - A)}{A} = Z$$

Where:

A = earliest PPI (PPI at the time the initial or renewal term began or previous price adjustment)

B = latest PPI (latest available non-preliminary PPI at the time of price adjustment request)

Z = percent change in PPI

21. BUSINESS REVIEW MEETINGS

In addition to the other requirements set forth in the Term Contract and the PUR 1000, the Business Review Meeting may include the additional topics:

- a. Staffing updates
- b. Proper handling of PII and secure data
- c. Courier stops, delivery, or pickup of postal mail
- d. Payment and invoicing issues
- e. Identify any known or unknown issues and provide resolutions
- f. Any performance or service issues with an ongoing Customer SOW
- g. Notification of any process improvement or suggestions

Any recommendations from the Customer or Contractor after a Business Review Meeting are considered binding and the Contractor shall adhere to them to remain in compliance with this Term Contract.

22. COMPLIANCE AND COMPATIBILITY

It is the Contractor's responsibility to ensure that the Mail Processing, Courier Services, or On-Site Staffing Services provided are compliant with the Term Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that all Services or Commodities ordered by the Customer are fully compatible with each other and with any associated pre-existing Service or Commodity possessed by the Customer and disclosed to the Contractor by the Customer. The Contractor's acceptance of the Customer's order shall indicate that the Contractor agrees to deliver the Commodity(ies) or Service(s) that are fully compliant and compatible with the Customer's order requirements, specifications, terms, and conditions.

23. REQUEST FOR QUOTES REQUIREMENT

Customers shall use a Request for Quotes in accordance with sections 287.056(2) and 287.0591, F. S., and Rule 60A-1.043, F.A.C., when making purchases off this State Term Contract (Term Contract). For any purchases off the Term Contract, the Contractor recognizes its responsibility for all tasks and deliverables contained in the Term Contract and any Customer Request for Quote, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables, and agrees to be fully accountable for the performance thereof.

24. PUNCHOUT CATALOG AND ELECTRONIC INVOICING

The Contractor is encouraged to provide an MFMP punchout catalog.

The punchout catalog provides an alternative mechanism for suppliers to offer the State access to Products awarded under the Term Contract. The punchout catalog also allows for direct communication between the MFMP eProcurement System and a supplier's Enterprise Resource Planning (ERP) system, which can reflect real-time Product inventory/availability information.

The punchout catalog enables Florida buyers to "punch out" to a supplier's website. Using the search tools on the supplier's Florida punchout catalog site, the user selects the desired Products. When complete, the user exits the supplier's punchout catalog site and the shopping cart (full of Products) is "brought back" to MFMP. No orders are sent to a supplier when the user exits the supplier's punchout catalog site. Instead, the chosen Products are "brought back" to MFMP as line items in a purchase order. The user can then proceed through the normal workflow steps, which may include adding, deleting, and editing Products (i.e., line items) in the purchase order. An order is not submitted to a supplier until the user approves and submits the purchase order, at which point the supplier receives an email with the order details.

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through MFMP. Electronic invoices may be submitted to the Customer through one of the mechanisms as listed below:

1) EDI (Electronic Data Interchange)

This standard establishes the data contents of the Invoice Transaction Set (EDI 810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the Business Network (formerly known as Ariba Network) for catalog and non-catalog goods and services.

2) PO Flip via BN

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

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 MFMP. 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 MFMP the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the Products made available by the Contractor under the Term Contract.

25. FINANCIAL CONSEQUENCES

Failure to comply with the requirements of the Term Contract will result in the imposition of financial consequences. The following financial consequences will apply for the Contractor's failure to meet the performance metric standard and due date corresponding with the deliverables under the Term Contract. The Customer may impose additional Financial Consequences beyond those stated herein to apply to that Customer's purchase. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Term Contract termination, or nonrenewal, when the Contractor has failed to comply with the provisions of the Term Contract.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Term Contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit complete Term Contract Quarterly Sales Reports	All Term Contract Quarterly Sales Reports will be submitted timely with the required information	Completed reports are due on or before the 30 th calendar day after the close of each State fiscal quarter	\$250 per day late

Contractor will timely submit complete MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Completed reports are due on or before the 15 th calendar day after the close of each month	\$100 per day late
Contractor will timely submit completed COOP	All COOPs will be submitted timely with the required information	Annually after the anniversary date of the start date of the Term Contract	\$100 per day late
Contractor will timely implement the COOP	The COOP will be implemented to avoid operational interruption on a short-term or long-term basis	COOP implementation shall begin within one Business Day of events outside of the Contractor's control	\$100 per day late
Contractor will adhere to the designated pickup and delivery time and location	100% Compliance by Contractor	On the date services are contracted to be performed	\$50 per occurrence
Contractor shall provide required staff or backup staff for all Mail Services in accordance with this Term Contract	100% Compliance by Contractor	On the dates services and staffing are contracted to be performed	\$100 per day late
Procedures Manual due to the Department	100% Compliance by Contractor	Annually after the anniversary date of the start date of the Term Contract	\$100 per day late

No favorable action will be considered when Contractor has outstanding Term Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that are required under this Term Contract.

Exhibit B



ENTERPRISE STANDARD TERMS AND CONDITIONS

These Enterprise Standard Terms and Conditions set forth the terms and conditions regarding the administration of the Term Contract, including the provision of Products to Customers. Customer specific terms for purchases off this Term Contract shall be set forth in the Customer specific agreement.

SECTION 1. DEFINITIONS

Capitalized terms used herein are defined as follows:

“Attachments” means the attachments, addenda, schedules, exhibits, and other documents, however so titled, attached hereto or incorporated by reference herein.

“Business Days” means Monday through Friday, inclusive, excluding State holidays specified in section 110.117, Florida Statutes (“F.S.”).

“Contractor” means the person or entity that is a party to the Term Contract and is offering Products for purchase.

“Customer” means the agency, as defined in section 287.012, F.S., or eligible user, as defined in Rule 60A-1.001, Florida Administrative Code (“F.A.C.”), that makes a purchase off the Term Contract. For the avoidance of doubt, this also includes the Department when it purchases off the Term Contract.

“Department” means the Department of Management Services, an agency as defined in section 287.012, F.S., responsible for the administration of this Term Contract.

“Enterprise Alternate Contract Source” means a contract authorized pursuant to section 287.042(16), F.S., or approved pursuant to section 287.057(3)(b), F.S., for statewide use.

“Product” means any deliverable under the Term Contract, which may include commodities and contractual services, as each is defined in section 287.012, F.S. “Product” does not include, and no State funding under the Term Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (“DEI”). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

“State” means the State of Florida

“State Term Contract” means a term contract that is competitively procured by the department pursuant to section 287.057, F.S. and that is used by agencies and eligible users pursuant to section 287.056, F.S.

“Term Contract” means the legally enforceable term contract, as defined in section 287.012, F.S., between the Department and Contractor to which these Enterprise Standard Terms and Conditions apply, including all Attachments thereto. The Term Contract is either a State Term Contract or an Enterprise Alternate Contract Source.

SECTION 2. CONTRACT AMENDMENT

2.1 Amendment. The Term Contract contains all the terms and conditions agreed upon by the parties. Unless otherwise stated in Term Contract, the Term Contract may only be amended upon mutual written agreement signed by the parties. No oral agreements or representations will be valid or binding upon the Department or the Contractor. Unless explicitly agreed to by the Department in the Term Contract, no unilateral alteration or modification of the Term

Contract terms, including substitution of Product, will be valid or binding against the Customer.

The Department and Contractor may modify the Term Contract to alter, add to, or deduct from the Term Contract specifications, provided that such changes are within the general scope of the Term Contract. The parties may make an equitable adjustment in the Term Contract price or delivery date if the change affects the cost or time of performance.

SECTION 3. CONTRACT CONSTRUCTION AND ADMINISTRATION

3.1 Construction. Unless the context requires otherwise, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Term Contract as a whole, inclusive of all Attachments. Unless the context requires otherwise, references herein to (i) sections or Attachments mean the sections of, or Attachments to, the Term Contract; (ii) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (iii) a statute, rule, or other law or regulation means such statute, rule, or other law or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

Unless the context requires otherwise, whenever the masculine is used in the Term Contract, the same will include the feminine and whenever the feminine is used herein, the same will include the masculine. Unless the context requires otherwise, whenever the singular is used in the Term Contract, the same will include the plural, and whenever the plural is used herein, the same will include the singular, where appropriate. All references to "\$" or "dollars" means the United States Dollar, the official and lawful currency of the United States of America.

The Term Contract will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Attachments referred to herein will be construed with, and as an integral part of, the Term Contract to the same extent as if they were set forth verbatim herein.

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

3.2.1 Notices. Where the term "written notice" is used to specify a notice requirement herein, said notice will be deemed to have been given (i) when personally delivered; (ii) email (with confirmation of receipt) the day immediately following the day (except if not a Business Day then the next Business Day) on which the notice or communication has been provided prepaid by the sender to a recognized overnight delivery service; or (iii) on the date actually received except where there is a date of the certification of receipt.

Unless otherwise specified, the Contractor shall deliver all notices to the Department's Contract Manager and the Department shall deliver all notices to the Contractor's Contract Manager.

3.2.2 **Severability.** If a court deems any non-material provision of the Term Contract void or unenforceable, all other provisions will remain in full force and effect. Upon a determination that any material provision is void or unenforceable, the parties shall negotiate in good faith to modify this Term Contract to give effect to the original intent of the parties as closely as possible in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

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

3.2.4 **Survivability.** The Term Contract and any and all promises, covenants, and representations made herein are binding upon the parties hereto and any and all respective heirs, assigns, and successors in interest. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of the Term Contract, including without limitation, the obligations regarding confidentiality, proprietary interests, reporting, and public records, will survive termination or expiration of the Term Contract.

3.2.5 **Third Party Beneficiaries.** The parties acknowledge and agree that the Term Contract is for the benefit of the parties hereto. The Term Contract is not intended to confer any legal rights or benefits on any other party, except such rights and benefits associated with a purchase made by a Customer off this Term Contract.

SECTION 4. CONTRACT TERM, SUSPENSION, AND TERMINATION.

4.1 **Term.** The initial term will begin on the date set forth in the Term Contract documents or on the date the Term Contract is signed by all parties, whichever is later.

Upon written agreement, the Department and the Contractor may renew the Term Contract in whole or in part only as set forth in the Term Contract documents, and in accordance with section 287.057(13), F.S. No costs may be charged for the renewals.

4.2 Suspension of Work and Termination.

4.2.1 **Suspension of Work.** The Department may, in its sole discretion, suspend any or all activities under the Term Contract, at any time, when it is in the best interest of the State of Florida to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Term Contract. Suspension of work will not entitle the Contractor to any compensation for services not performed or commodities not delivered during the suspension period nor for any additional compensation.

4.2.2 **Termination for Convenience.** The Term Contract may be terminated by the Department, by written notice to the Contractor thirty (30) calendar days in advance, in whole or in part at any time, when the Department determines in its sole discretion that it is in the Department'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 Term Contract, or a continued purchase off the Term Contract, if any. The Contractor will not be entitled to recover any cancellation charges or lost profits. If the Term Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of any Customer contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

- 4.2.3 **Termination for Cause.** The Department may terminate the Term Contract if the Contractor fails to (i) on multiple occasions, timely deliver Products purchased by Customers, (ii) on multiple occasions, maintain adequate progress on Customer purchases, thus endangering performance, (iii) honor any term of the Term Contract, or (iv) abide by any statutory, regulatory, or licensing requirement. The Department may, at its sole discretion, (i) immediately terminate the Term Contract, (ii) notify the Contractor of the deficiency and require that the deficiency be corrected within a specified time, otherwise the Term Contract will terminate at the end of such time, or (iii) take other action deemed appropriate by the Department. The Contractor shall continue work on any work not terminated.

Except for defaults of subcontractors at any tier, the Contractor will not be liable for any excess costs if the failure to perform 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 will 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 will 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 Term Contract. The Customer will notify the Department of any vendor that has met the grounds for placement of the vendor on the Department of Management Services' Suspended Vendor List, as required in section 287.1351, F.S.

- 4.2.4 **Termination for Non-Compliance with E-Verify.** Pursuant to section 448.095(5)(c)1., F.S., the Department shall terminate the Term Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. Pursuant to section 448.095(5)(c)2., F.S., if the Department has a good faith belief that a subcontractor knowingly violated section 448.09(1), F.S., the Department shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- 4.2.5 **Termination Related to Statutory Certifications.** At the Department's option, the Term Contract may be terminated if the Contractor is placed on any of the lists referenced in the attached PUR 7801, Vendor Certification Form, or would otherwise be prohibited from entering into or renewing the Term Contract based on the statutory provisions referenced therein.

- 4.2.6 **Termination for Refusing Access to Public Records.** In accordance with section 287.058, F.S., the Department may unilaterally terminate the Term Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Term Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

SECTION 5. PURCHASES OFF THE TERM CONTRACT.

- 5.1 Purchases.** By executing the Term Contract, the Contractor agrees to allow Customers to make purchases off the Term Contract. Purchases from Customers other than the Department are independent of the agreement between the Department and the Contractor, and the Department shall not be a party to such transaction. Customers' purchases off the Term Contract are limited to Products offered under the Term Contract, and no additional Products may be provided under a purchase off the Term Contract.
- 5.2 Purchase Submission.** For any purchases off the Term Contract, either the contract (as defined in Rule 60A-1.001, F.A.C.) must be executed between the Customer and Contractor, or the purchase order (as defined in Rule 60A-1.001, F.A.C.) must be issued by the Customer to the Contractor, no later than the last day of the Term Contract's term to be considered timely. Contracts executed, or purchase orders issued, after the last day of the Term Contract's term shall be considered void.
- 5.3 Terms.** The terms of the Form PUR 1000, General Contract Conditions, incorporated in Rule 60A-1.002, F.A.C., and linked here <http://www.flrules.org/Gateway/reference.asp?No=Ref-16731>, are hereby incorporated by reference herein and will apply to all purchases made by a Customer off the Term Contract. The Customer may attach additional terms and conditions specific to its particular purchase made off the Term Contract, which are considered Special Conditions. The term "Special Conditions" does not include any Contractor-provided documents, including attachments or standard preprinted forms, service agreements, end user agreements, product literature, or "shrink wrap" terms accompanying or affixed to a Product, whether written or electronic, or terms incorporated onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. Any Customer Special Conditions shall not become a part of the Term Contract.
- 5.3.1 Term.** The term of the Customer purchase off the Term Contract will be as specified in the purchase, except that if renewals of the purchase are permitted, the Customer and Contractor shall not renew the purchase if the Term Contract expires prior to the effective date of the renewal. Any existing term of a purchase off the Term Contract shall not extend more than forty-eight (48) months beyond the end of the Term Contract. However, if an extended pricing plan offered in the Term Contract is agreed upon by the Customer and Contractor and extends more than forty-eight (48) months beyond the end of the Term Contract, the agreed upon extended pricing plan terms shall govern the maximum duration of the purchase. The Contractor is required to fulfill timely purchases that extend performance beyond the Term Contract term even when such extended delivery will occur after expiration of the Term Contract. For such purchases, all terms and conditions of the Term Contract shall survive the termination or expiration of the Term Contract and apply to the Contractor's continued performance.

- 5.3.2 **Additional Requirements.** All Customer purchases off the Term Contract shall contain the Term Contract name and number and shall be placed by the Customer. Delivery or furnishing Products shall not occur until the Customer executes their contract or transmits the purchase order, as defined in Rule 60A-1.001, F.A.C.

SECTION 6. PAYMENT AND FEES.

- 6.1 **Pricing.** The Contractor shall not exceed the pricing set forth in the Term Contract documents.

- 6.2 **Best Pricing Offer.** During the term of the Term Contract, if the Department or Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a Product outside the Term Contract, but upon the same or similar terms of the Term Contract, then the Department or Customer may request that the Contractor immediately reduce to the lower price.

- 6.3 **Price Decreases.** The following price decrease terms will apply to the Term Contract:

- 6.3.1 **Quantity Discounts.** The Contractor may offer additional discounts for one-time delivery of large single orders. The Customer should seek to negotiate additional price concessions on quantity purchases of any Products offered under the Term Contract.

- 6.3.2 **Sales Promotions.** In addition to decreasing prices for the balance of the Term Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. If conducting a sales promotion, the Contractor must submit documentation to the Department's Contract Manager identifying the proposed: (1) starting and ending dates of the promotion, (2) Products involved, and (3) promotional prices compared to then-authorized prices. The Contractor shall provide notice to Customers of the promotion and shall make the promotional prices available to all Customers.

- 6.3.3 **Equitable Adjustment.** The Department may, in its sole discretion, make an equitable adjustment in the Term 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 Term 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 Term Contract would result in a substantial loss.

- 6.4 **Purchase Prerequisites.** The Contractor may be required to accept the State of Florida Purchasing Card and MyFloridaMarketPlace (MFMP) purchase orders. The Contractor shall not charge any fees for payments received via the State's P-Card. The Contractor must ensure that entities receiving payment directly from Customers under this Term Contract must have met the following requirements:

- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
- Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>).
- Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>)

- 6.5 Transaction Fees.** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), Florida Statutes (F.S.). All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, Florida Administrative Code (F.A.C.), or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.
- 6.6 Exclusivity.** The Term Contract is not an exclusive license to provide the Products described in the Term Contract. The Department may, without limitation and without recourse by the Contractor, contract with other vendors to provide the same or similar Products.

SECTION 7. PERFORMANCE

- 7.1 Warranty of Ability to Perform.** Upon the effective date of the Term Contract, and each year on the anniversary date of the Term Contract, the Contractor shall submit to the Department a completed PUR 7801, Vendor Certification Form. 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 Term Contract obligations.

Additionally, the Contractor shall promptly notify the Department in writing if its ability to perform is compromised in any manner during the term of the Term Contract (including potential inability to renew the Term Contract due to section 287.138 or 908.111, F.S.) or if it or its suppliers, subcontractors, or consultants under the Term Contract are placed on the Suspended Vendor, Convicted Vendor, Discriminatory Vendor, Forced Labor Vendor, or Antitrust Violator Vendor Lists. The Contractor shall use commercially reasonable efforts to avoid or minimize any delays in performance and shall inform the Department 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 Department has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor shall promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

- 7.2 Further Assurances.** The parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be necessary to complete the requirements of the Term Contract, and each party shall provide such further documents or instruments requested by the other party as may be reasonably necessary or desirable to give effect to the Term Contract and to carry out its provisions. The Department is entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and the details thereof.

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

7.4 Employees, Subcontractors, and Agents.

7.4.1 **Subcontractors.** The Contractor will not subcontract any work under the Term Contract without prior written consent of the Department. The Contractor shall obtain prior written consent using the process identified on the Department's website: [Subcontractor/Dealer/Reseller Forms / Vendor Resources / State Purchasing / Business Operations - Florida Department of Management Services \(myflorida.com\)](https://myflorida.com/procurement/forms/vendor-resources/state-purchasing/business-operations). The use of the term "subcontractor" may refer to affiliates, resellers, dealers, distributors, partners, teammates, and all other third parties utilized by the Contractor at any tier under the Term Contract. The Contractor is responsible for ensuring that its subcontractors providing commodities and performing services in furtherance of the Term Contract do so in compliance with the terms and conditions of the Term Contract. By execution of the Term Contract, the Contractor acknowledges that it will not be released of its contractual obligations to Customers because of any failure of a subcontractor. The Contractor is fully responsible for satisfactory completion of all work performed under the Term Contract. The Contractor's use of a subcontractor not approved by the Department will be considered a material breach of the Term Contract.

7.4.2 **Independent Contractor.** The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department or the State and are not entitled to the benefits of Department or State employees. Neither the Customer nor the State will be bound by any acts or conduct of the Contractor or its employees, subcontractors, or agents. The Contractor shall include this provision in all of its subcontracts under the Term Contract.

7.5 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees, subcontractors, or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, lightning strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect 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 Department in writing of the delay or potential delay and describe the cause of the delay either (i) within ten (10) calendar 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 (ii) if a delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING WILL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO ANY DELAY except if such delay is caused by the fraud, bad faith, or active interference of the Department. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy, and a rebuttable presumption of prejudice will exist based on

Contractor's untimely notice. The Contractor shall not assert any claim for damages related to such delay. The Contractor will not be entitled to an increase in the Term Contract price or payment of any kind from the Department for direct, indirect, consequential, impact, or other costs, expenses, or damages, including 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 subsection, the Department may unilaterally (and with no recourse on the part of the Contractor) identify and use an alternate source to complete any work under the Term Contract as the Department deems necessary, in its sole discretion. After the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Department or State, in which case the Department may (i) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department with respect to Products subjected to allocation; or (ii) terminate the Term Contract in whole or in part.

SECTION 8. CONTRACT MANAGEMENT

8.1 Department's Contract Manager. The Department's Contract Manager for the Term Contract, who is primarily responsible for the Department's oversight of the Term Contract, will be identified in a separate writing to the Contractor upon Term Contract signing in the following format:

Department's Contract Manager Name
 Department's Name
 Department's Physical Address
 Department's Telephone #
 Department's Email Address

8.2 Contractor's Contract Manager. The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Term Contract performance, will be identified in a separate writing to the Department upon Term Contract signing in the following format:

Contractor's Contract Manager Name
 Contractor's Name
 Contractor's Physical Address
 Contractor's Telephone #
 Contractor's Email Address

Either party may notify the other by email of a change to a designated contact providing the contact information for the newly designated contact, and such notice is sufficient to effectuate this change without requiring a written amendment to the Term Contract.

SECTION 9. COMPLIANCE WITH LAWS.

9.1 Conduct of Business. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and that are applicable to the Term Contract, including those of federal, state, and local agencies having jurisdiction and authority, and shall ensure that any and all subcontractors utilized do the same. The Contractor represents and warrants that no part of the funding under the Term Contract will be used in violation of any state or federal law, including, but not limited to, 8

U.S.C. § 1324 or 8 U.S.C. § 1325, or to aid or abet another in violating state or federal law. The Department may terminate the Term Contract at any time if the Contractor violates, or aids or abets another in violating, any state or federal law.

If the requirements of the Term Contract conflict with any governing law, codes or regulations, the Contractor shall notify the Department in writing and the parties shall amend the Term Contract to comply with the applicable code or regulation. Similarly, 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 Term Contract, the Contractor shall immediately notify the Department in writing, indicating the specific restriction. The Department reserves the right and the complete discretion to accept any such alteration or to cancel the Term Contract at no further expense to the Department.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a Customer's continuing oversight team for purchases off this Term Contract.

9.2 Integrity. In addition to any applicable statutory restrictions, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (i) 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 (ii) 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 (ii), "gratuity" means any payment in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

SECTION 10. DISPUTES AND LIABILITIES.

10.1 Dispute Resolution. Should any disputes arise between the Department and the Contractor with respect to the Term Contract, the Contractor and the Department shall act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

Exhaustion of this administrative remedy detailed in the Dispute Resolution Process contemplated in this Term Contract is an absolute condition precedent to the Contractor's ability to seek other remedies related to the Term Contract.

10.2 Dispute Resolution Process.

- (a) Department Review. The parties shall resolve disputes through written submission of their dispute to the Department's Contract Manager. The Department shall respond to the dispute in writing within ten (10) Business Days from the date that the Department's Contract Manager receives the dispute. The Department's decision shall be final unless a party provides the other party with written notice of the party's disagreement with the decision within ten (10) Business Days from the date of the Department's decision. If a party disagrees with the Department's decision, the party may proceed to subsection (b) below.
- (b) Meeting between the Principals. If either party disagrees with the Department's decision, such disagreeing party shall notify the other party of the disagreement within ten (10) Business Days. The parties shall then schedule a meeting between each party's principal (for the Department, the Department head or designee; for the Contractor, the Chief Executive Officer or designee) on a mutually agreed upon date, no later than ten (10)

Business Days after the provision of the notice. The principals shall attempt to mutually resolve the disagreement at such meeting.

- (c) Mediation. If the dispute is not resolved through a meeting of the Principals, the parties, upon mutual agreement, may mediate such dispute. If such mediation is not completed within 100 calendar days from receipt of the Department's decision, then either party may seek other remedies.

If the dispute is not resolved through the full process in subsections (a) - (c) above (or (a) – (b), if mediation is not agreed to), either party may pursue any other remedies.

10.3 Contractor's Obligation to Perform While Disputes are Pending. The Contractor shall proceed diligently with performance under the Term Contract pending the final resolution of any dispute or request for relief, claim, appeal, or action arising under the Term Contract and shall comply with directions to perform from the Department. Should the Contractor not perform while a dispute is pending, including by not performing disputed work, such nonperformance by the Contractor may be deemed to be an unexcused breach of the Term Contract which is separate and apart from any other dispute.

10.4 Governing Law and Venue. The Term Contract will be governed by, and construed in accordance with, the laws of the State. Jurisdiction and venue for suit arising under the terms of the Term Contract will exclusively be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees and costs incurred in connection with disputes arising under the terms of the Term Contract.

10.5 Remedies Cumulative. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other remedy or remedies, and each and every such remedy will be cumulative, and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

10.6 JURY WAIVER. THE PARTIES, ON BEHALF OF THEMSELVES AND ASSIGNS, WAIVE ALL RIGHT TO TRIAL BY JURY FOR ANY ACTION, APPEAL, CLAIM, OR PROCEEDING, WHETHER IN LAW IN OR IN EQUITY, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO THE TERM CONTRACT OR ITS SUBJECT MATTER.

10.7 Indemnification. For any and all third-party claims, actions, demands, liabilities, and expenses of any kind which are caused by, related to, growing out of or happening in connection with the Term Contract (including any determination arising out of or related to the Term Contract that the Contractor or its employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Department or State), the Contractor shall be fully liable for the actions of its employees, subcontractors, and agents and shall fully indemnify, defend, and hold harmless the Department and the State (including each of their current and former officers, agents, and employees) for any and all loss, damage, injury, costs, reasonable expenses, or other casualty to person or property. Without limiting this indemnification requirement, the Department may provide the Contractor (i) written notice of any action or threatened action, (ii) the opportunity to take over and settle or defend any such action at the Contractor's sole expense, and (iii) assistance in defending the action at the Contractor's sole expense. The above indemnity requirement does not apply to that portion of any loss or damages proximately caused by the negligent act or omission of the Department or the State. Nothing herein is intended to act as a waiver of the Department's or State's sovereign immunity or to be deemed consent by the Department or State or its

subdivisions to suit by third parties.

SECTION 11. MISCELLANEOUS.

- 11.1 Department of State Registration.** Consistent with Title XXXVI, F.S., if the Contractor asserts status other than that of a sole proprietor, it must provide the Department with i) conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity; ii) a certificate of authorization if a foreign business entity; or iii) if exempt from the registration requirements, a basis for such exemption.
- 11.2 Time is of the Essence.** Time is of the essence regarding every obligation of the Contractor under the Term Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.
- 11.3 Cooperative Purchasing.** Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by the Contractor. Such purchases are independent of the Term Contract between the Department and the Contractor, and the Department is not a party to these transactions.

SECTION 12. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

- 12.1 General Record Management and Retention.** The Contractor shall retain all records that were made in relation to the Term Contract for the longer of five (5) years after expiration of the Term Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>.
- 12.2 Identification and Protection of Confidential Information.** Article 1, section 24, of the Florida Constitution, guarantees every person access to public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of a record it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law (“Confidential Information”), the Contractor shall mark as “confidential” each page of a document or specific portion of a document containing Confidential Information and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. The Contractor shall state the basis of the exemption that the Contractor contends is applicable to each portion of the record redacted, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims contains Confidential Information. If the Contractor fails to mark a record it claims contains Confidential Information as “confidential,” or fails to submit a redacted copy in accordance with this section of a record it claims contains Confidential Information, the Department (or other State agency) shall have no liability for release of such record. The foregoing will apply to every instance in which the Contractor fails to both mark a record “confidential” and redact it in accordance with this section, regardless of whether the Contractor may have properly marked and redacted the same or similar Confidential Information in another instance or record submitted to the Department (or any other State agency).

In the event of a public records request, to which records the Contractor marked as “confidential” are responsive to the request, the Department shall provide the Contractor-redacted copy to the requestor. If the Contractor has marked a record as “confidential” but failed to provide a Contractor-redacted copy to the Department, the Customer may notify the Contractor of the request and the Contractor may have up to ten (10) Business Days from the date of the notice to provide a Contractor-redacted copy, or else the Department may release the unredacted record to the requestor without liability. If the Department provides a Contractor-redacted copy of the documents and the requestor asserts a right to the Contractor-redacted Confidential Information, the Department shall promptly notify the Contractor such an assertion has been made. The notice will provide that if the Contractor seeks to protect the Contractor-redacted Confidential Information from release it must, within thirty (30) days after the date of the notice and at its own expense, file a cause of action seeking a declaratory judgment that the information in question is exempt from section 119.07(1), F.S., or other applicable law and an order prohibiting the Department from publicly disclosing the information. The Contractor shall provide written notice to the Department of any cause of action filed. If the Contractor fails to file a cause of action within thirty (30) days the Department may release the unredacted copy of the record to the requestor without liability.

If the Department is requested or compelled in any legal proceeding to disclose documents that are marked as “confidential” (whether by oral questions, interrogatories, requests for information or documents, subpoena, or similar process), unless otherwise prohibited by law, the Department shall give the Contractor prompt written notice of the demand or request prior to disclosing any Confidential Information to allow the Contractor to seek a protective order or other appropriate relief at the Contractor’s sole discretion and expense. If the Contractor fails to take appropriate and timely action to protect the Confidential Information contained within documents it has marked as “confidential” or fails to provide a redacted copy that may be disclosed, the Department may provide the unredacted records in response to the demand without liability.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, settlement fees, and attorneys’ fees, at both the trial and appellate levels, arising from or relating to the Contractor’s determination that its records contain Confidential Information. In the event of a third-party claim brought against the Department for failure to release the Contractor’s redacted Confidential Information, the Contractor shall assume, at its sole expense, the defense or settlement of such claim, including attorney’s fees and costs at both the trial and appellate levels. If the Contractor fails to continuously undertake the defense or settlement of such claim or if the Contractor and Department mutually agree that the Department is best suited to undertake the defense or settlement, the Department will have the right, but not the obligation, to undertake the defense or settlement of such claim, at its discretion. The Contractor shall be bound by any defense or settlement the Department may make as to such claim, and the Contractor agrees to reimburse the Department for the expense, including reasonable attorney’s fees and costs at both the trial and appellate levels associated with any defense or settlement that the Department may undertake to defend Contractor’s Confidential Information. The Department will also be entitled to join the Contractor in any third-party claim for the purpose of enforcing any right of indemnity under this section.

If at any point the Department is reasonably advised by its counsel that disclosure of the

Confidential Information is required by law, including but not limited to Florida's public records laws, the Department may disclose such Confidential Information without liability hereunder.

12.3 Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department's Contract Manager is the agency custodian of public records. If, under the Term Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

- i. Keep and maintain public records required by the Department to perform the service.
- ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Term Contract term and following the completion of the Term Contract if the Contractor does not transfer the records to the Department.
- iv. Upon completion of the Term Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Term Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS TERM CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

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

12.5 Intellectual Property.

- 12.5.1 **Ownership.** Unless specifically addressed otherwise in the Customer's contract, the State of Florida shall be the owner of all intellectual property rights to all new property created or developed in connection with the Customer's contract. This shall not apply to intellectual property developed prior to the execution of the Term Contract.
- 12.5.2 **Patentable Inventions or Discoveries.** Any inventions or discoveries developed in the course, or as a result, of services in connection with the Customer's contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer and the Department of any inventions or discoveries developed or made through performance of the Customer's contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Customer's contract. This shall not apply to any invention or discovery made prior to the execution of the Term Contract.
- 12.5.3 **Copyrightable Works.** Contractor must notify the Customer and the Department of any publications, artwork, or other copyrightable works developed in connection with the Customer's contract. All copyrights created or developed through performance of the Customer's contract are owned solely by the State of Florida. This shall not apply to any copyrightable works created or developed prior to the execution of the Term Contract.

SECTION 13. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. "State of Florida data" means data collected by, transmitted from, created for, or provided by the Department or the Customer. The Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a Security Incident involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day of becoming aware of the Security Incident. "Security Incident" for purposes of this section will refer to an actual or imminent threat of a violation of information technology resources, security, policies, or practices, unauthorized access of State of Florida data, or occurrences that compromise the confidentiality, integrity, or availability of State of Florida data. An imminent threat refers to a situation in which the Contractor has a factual basis for believing that a specific incident is about to occur. Once a data breach has been contained, the Contractor must provide the Department and the Customer with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other current state and federal rules and regulations regarding security of information.

SECTION 14. CONTRACT MONITORING.

- 14.1 **Performance Standards.** The Contractor agrees to perform all tasks and provide deliverables as set forth in the Term Contract. The Customer will be entitled at all times,

upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

14.2 Contract Reporting. The Contractor shall provide the Department the following accurate and complete reports associated with this Term Contract.

14.2.1 Term Contract Quarterly Sales Reports. The Contractor shall submit Quarterly Sales Reports in the manner and format required by the Department within 30 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30).

The Quarterly Sales Report template can be found here: [Quarterly Sales Report Format / Vendor Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#). Initiation and submission of the most recent version of the Quarterly Sales Report posted on the DMS website is the responsibility of the Contractor without prompting or notification from the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive quarters, the Contractor may be placed on probationary status, or the Department may terminate the Term Contract. Failure to provide the Quarterly Sales Report, or other reports requested by the Department, will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Term Contract.

14.2.2 Certified and Minority Business Enterprises Reports. Upon Customer request, the Contractor shall report to each Customer spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name, minority code, and Vendor Identification Information of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

14.2.3 Ad Hoc Sales Reports. The Department may require additional Term Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these documents and reports in the format acceptable to the Department and within the timeframe specified by the Department.

14.2.4 MFMP Transaction Fee Reports. The Contractor shall submit complete monthly MFMP Transaction Fee Reports to the Department. Reports are due 15 calendar days after the end of each month. Information on how to submit MFMP Transaction Fee Reports online can be located at https://www.dms.myflorida.com/business_operations/state_myfloridamarketplace/mfmp_vendors/transaction_fee_and_reporting. Assistance with transaction fee reporting is also available by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

14.3 Business Review Meetings. Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer may specify the format or agenda for the meeting. At a minimum, the Business Review Meeting may include the following topics:

- Term Contract or Customer contract compliance
- Term Contract savings (in dollar amount and cost avoidance)
- Spend reports by Customer
- Recommendations for improved compliance and performance

14.4 Performance Deficiencies.

14.4.1 **Proposal of a Corrective Action Plan.** In addition to the processes set forth in the Term Contract (e.g., service level agreements), if the Customer or the Department determines that there is a performance deficiency that requires correction by the Contractor, then the Customer or the Department will notify the Contractor. The correction must be made within a timeframe specified by the Customer or the Department. The Contractor must provide the Customer or the Department with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Customer or the Department.

14.4.2 **Retainage for Unacceptable Corrective Action Plan or Plan Failure.** For Customer-requested Corrective Action Plans, if the corrective action plan is unacceptable to the Customer, or implementation of the plan fails to remedy the performance deficiencies, the Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Customer for the performance deficiencies.

14.5 Inspection.

14.5.1 **Inspection at Contractor's Site.** The Department reserves the right to inspect, or enlist a third-party to perform, at any reasonable time with prior notice, the equipment, product, plant or other facilities of the Contractor to assess conformity with Term Contract requirements and to determine whether they are adequate and suitable for proper and effective Term Contract performance.

14.5.2 **Statutory Inspection Rights.** If services are to be provided pursuant to the Term Contract, in accordance with section 216.1366, F.S., the Department is authorized to inspect the: (i) financial records, papers, and documents of the Contractor that are directly related to the performance of the Term Contract or the expenditure of State funds; and (ii) programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Term Contract or to ensure that the terms of the Term Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) Business Days after the request is made.

Further, for any Term Contract for services with a nonprofit organization as defined in section 215.97(2)(m), F.S., the Contractor must provide documentation that indicates the amount of state funds:

1. Allocated to be used during the full term of the Term Contract for remuneration to any member of the board of directors or an officer of the contractor; and
2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor.

The documentation must indicate the amounts and recipients of the remuneration.

14.5.3 Inspection Compliance. The Contractor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Department's Inspector General, or other authorized State official, the Contractor shall provide any type of information the State official deems relevant to the Contractor's integrity or responsibility. Such information may include the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Term Contract. 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 the Term Contract or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs will include 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.

SECTION 15. PERFORMANCE OR COMPLIANCE AUDITS.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Term Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Term Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Term Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Term Contract.

SECTION 16. CONFIDENTIALITY.

The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its employees, subcontractors, or agents in the course of performing Term Contract work, including security procedures, business operations information, or commercial proprietary information in the possession of the Customer or State. The Contractor will 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 Customer's or State's confidential information, or material that is otherwise obtainable under State law as a public record. To ensure confidentiality, the Contractor shall take appropriate steps as to its employees, subcontractors, and agents.

SECTION 17. SUPPLIER DEVELOPMENT.

17.1 Office of Supplier Development. The State of Florida supports its business community by creating opportunities for business enterprises to participate in procurements and contracts. The Department encourages supplier development through certain certifications and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Development (OSD) at OSDHelp@dms.fl.gov.

17.2 Reporting Certified Business Enterprises. Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and vendor identification information of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Term Contract.

Exhibit C: Price Sheet
Mail Services
State Term Contract
80141800-25-STC

Contractor Name:	Black's Business Systems, Inc. dba Services On Site
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Service Category 3: ON-SITE STAFFING SERVICES	INITIAL TERM		RENEWAL TERM	
Customer Service Associate	Per Hour	\$24.00	Per Hour	\$26.00
Supervisor	Per Hour	\$30.00	Per Hour	\$33.00