



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

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The State of Florida

Department of Management Services

INVITATION TO BID

ITB No: 13-72102103-U

PEST CONTROL SERVICES

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Section 1 Introduction

1.1 Bid

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

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

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

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

1.2 Solicitation Objective

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

1.3 Term

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

1.4 Renewal Term

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

1.5 Timeline of Events

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

Attachment K – Timeline of Events

1.6 Order of Precedence for Solicitation

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

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

1.7 Procurement Officer

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

Procurement Officer for this ITB is:

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

1.8 ITB Process

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

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

1.8.1 Question Submission

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

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

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

1.8.2 Addenda to the ITB

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

1.8.3 Special Accommodations

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

1.8.4 Modification or Withdrawal of Bid

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

1.8.5 Disclosure of Bid Contents

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

1.9 Contract Formation

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

Section 2 Instructions to Bidders

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

2.1 General Instructions

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

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

2.2 Special Instructions

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

2.2.1 MFMP Registration

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

2.2.2 How to Submit a Bid

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

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

Sourcing Tips and Training

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

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

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

responses.

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

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

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

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

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

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

Please check the following:

2.2.2.1 Text boxes – Is your entire answer viewable?

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

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

2.2.3 Who May Respond

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

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

2.2.4 Bidder Qualification Questions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3 Contents of Bid

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

2.3.1 Part 1 - Past Performance

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

2.3.2 Part 2 - Price Sheet Submission

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

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

Attachment F - Price Sheet

2.3.3 Part 3 – Other information

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

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

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

2.3.3.2 Preferred Pricing Affidavit

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

Attachment E - Preferred Pricing Affidavit

2.3.3.3 Certification of Drug-Free Workplace

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

Attachment B - Certification of Drug-Free Workplace Form

2.3.3.4 Savings /Price Reductions

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

Attachment I - Savings/Price Reductions Form

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

2.3.3.5 Licenses and Certificates

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

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

Upload License and Certificates here.

2.4 Evaluation Criteria

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

2.5 Basis for Award

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

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

2.5.1 Pest Control Services with included IPM

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

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

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

Price x Weighted Percentage = Evaluated Price

Sum of Evaluated Prices = Total Evaluated Price

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

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

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

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

2.5.2 Termite Services

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

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

2.6 Preference to Florida Vendors

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

2.7 Tie Bids

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

2.8 Rejection of Bids

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

2.9 Redacted Submissions

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

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

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

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

2.10 Optional Site Visit

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

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

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

Section 3 Description of Scope

3.1 Purpose

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

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

3.1.1

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

3.1.2

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

3.1.3

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

3.1.4

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

3.1.5

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

3.1.6

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

3.1.7

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

3.1.8

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

3.2 Schedule of Services to be Provided

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

3.2.1 First Month of Contract

3.2.1.1

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

3.2.1.2

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

3.2.2 Monthly Treatments

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

3.2.2.1

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

3.2.2.2

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

3.2.3 Additional Treatments

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

3.3 Purchasing Card Program

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

3.4 Ordering Information

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

3.4.1 Ordering Information Changes

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

3.5 Authorized Subcontractor

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

3.6 Performance Bond

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

3.7 Delays and Complaints

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

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

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

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

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

3.8 Performance Measures with Financial Consequences

3.8.1 Additional Agency Inspections

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

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

3.8.2 Additional Treatments

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

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

3.8.3 Record Keeping

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

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

3.8.4 Background Check Information

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

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

3.9 Sales Requirements

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

3.10 Addition, Deletion and Square Footage Adjustment of Locations

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

3.11 Use of Chemicals

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

3.11.1

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

3.11.2

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

3.11.3

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

3.11.4

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

3.11.5

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

3.11.6

Pesticides shall not be stored on site.

3.11.7

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

3.11.8

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

3.11.9

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

3.11.10

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

3.11.11

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

3.11.12

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

3.11.13

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

3.11.13.1

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

3.11.13.2

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

Section 4 Contract Conditions

4.1 General Contract Requirements

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

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

4.2 Special Contract Requirements

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

4.3 Definitions

4.3.1 Authorized Subcontractor

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

4.3.2 Bidder(s)

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

4.3.3 Confidential Information

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

4.3.4 Contract

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

4.3.5 Contractor(s)

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

4.3.6 Eligible User

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

4.3.7 Facilities List

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

4.3.8 Integrated Pest Management (IPM)

As defined 482.021(15), Florida Statutes.

4.3.9 Pest Control Services

As defined 482.021(22), Florida Statutes.

4.3.10 Region

Service area defined in Regional Map Section 4.40.

4.3.11 State

The State of Florida.

4.3.12 Termite Services

As defined in 482.021(28), Florida Statutes.

4.3.13 Vendor(s)

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

4.4 Electronic Invoicing

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

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the contract.

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

4.4.1 cXML (commerce eXtensible Markup Language)

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

4.4.2 EDI (Electronic Data Interchange)

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

4.4.3 PO Flip via AN

The online process that allows Contractors to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their

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

4.5 Return of Funds

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

4.6 Financial Consequences for Nonperformance

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

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

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

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

4.8 Liability and Worker’s Compensation Insurance

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

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

4.9 Notice of Legal Actions

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

4.10 Public Records

4.10.1 Access to Public Records

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

4.10.2 Redacted Copies of Confidential Information

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

4.10.3 Request for Redacted Information

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

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

4.10.4 Indemnification for Redacted Information

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

4.10.5 Public Records Clause for Department Contracts

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

4.10.5.1

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

4.10.5.2

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

4.10.5.3

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

4.10.5.4

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

4.11 Intellectual Property

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

4.12 Preferred Pricing Affidavit Requirement

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

Attachment E – Preferred Pricing Affidavit

4.13 Records Retention

The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor shall retain all documents related to this Contract in compliance with the rules of the Florida Department of State.

4.14 Gifts

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

4.15 Vendor Ombudsman

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

4.16 Monitoring by the Department

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

4.17 Scrutinized Company List

Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S. Pursuant to Section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

Attachment J - Scrutinized Companies

4.18 E-Verify

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

4.19 MFMP Transaction Fee and Reports

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

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

4.20 Contract Quarterly Reports

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

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

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

Attachment H – Quarterly Reporting

4.21 Diversity Reporting

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

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

4.22 Business Review Meetings

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the agenda. The Contractor shall submit the completed agenda and proposed presentation to the Department for review and acceptance 10 days prior to the meeting. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contract being found in default and termination of the Contract by the Department or nonrenewal of the Contract.

4.23 Contract Termination

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

4.24 Force Majeure

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

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

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

4.25 Environmental Health, Safety, Hazardous Substances and Hazardous Materials

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

4.25.1 OSHA Regulations

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

4.25.2 Safety Data Sheet

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

4.25.3 Hazardous Substances / Hazardous Materials

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

4.25.4 Proper Disposal of Spent or Used Products

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

4.25.5 Supervisor and Personnel Training

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

4.25.6 Records Retention by the Contractor

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

4.25.7 Special Permits, License & Product Notifications

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

4.25.8 Personal Protective Equipment

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

4.25.9 Waste Minimization Programs

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

4.26 Uniform and Vehicle Identification

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

4.27 Deliverables

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

4.28 Performance Standard

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

4.29 Key Personnel Assignment

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

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

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

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

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

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

4.31.1. Institutional and Customer Security

4.31.1.1

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

4.31.1.2

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

4.31.1.3

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

4.31.1.4

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

4.31.1.5

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

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

4.31.1.6

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

4.31.1.7

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

4.31.2. Additional Guidelines

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

4.31.2.1

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

4.31.2.2

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

4.31.2.3

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

4.31.2.4

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

4.31.2.5

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

4.31.2.6

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

4.31.2.7

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

4.31.2.8

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

4.31.2.9

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

4.31.2.10

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

4.32 Fines, Citations, Damages

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

4.33 Pre-Service Conference

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

4.33.1

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

4.33.2

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

4.33.3

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

4.33.4

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

4.34 Facilities List

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

Attachment G – Facilities List

4.35 Inspection and Acceptance

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

4.36 Price Adjustments

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

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

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

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

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

4.37 Meeting

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

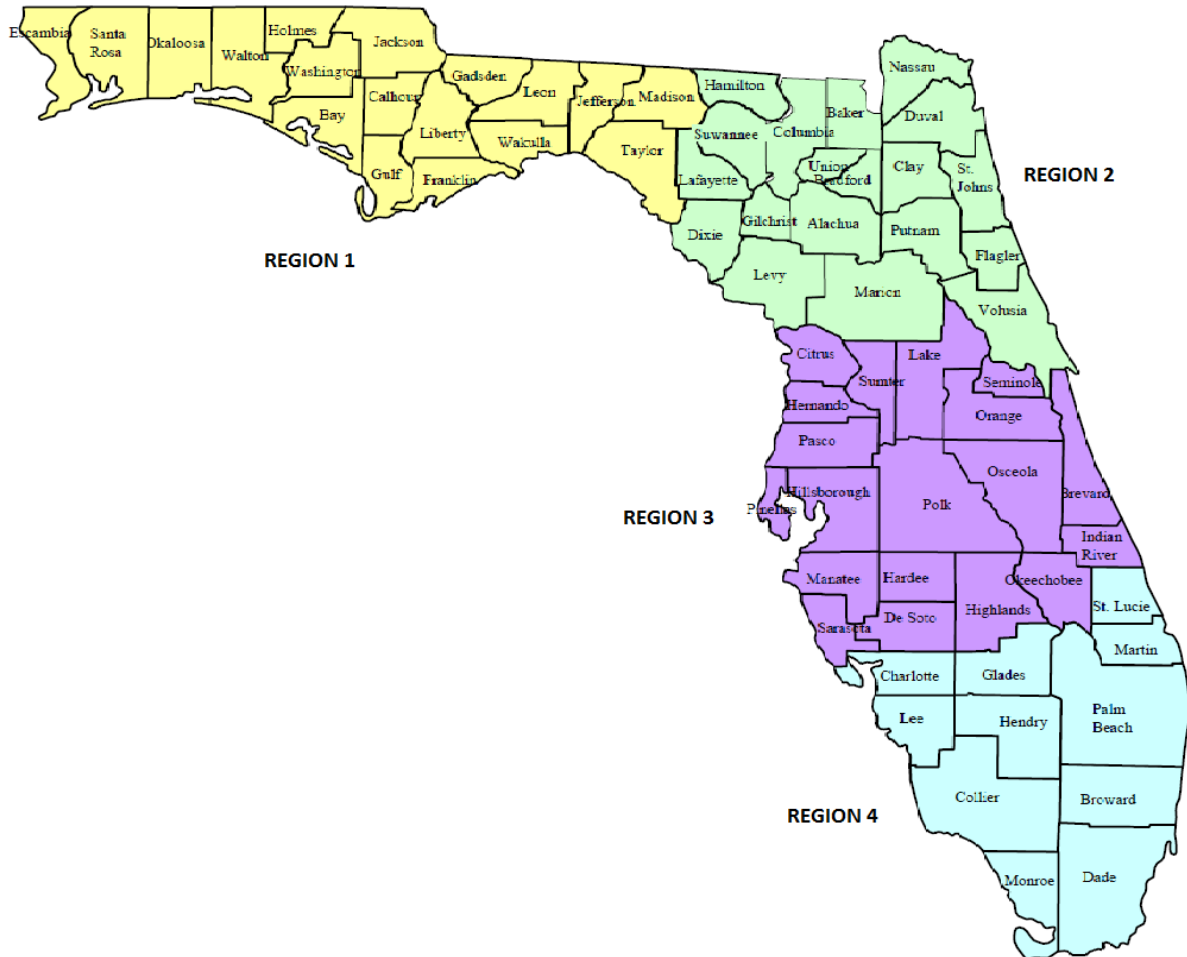
4.38 Additional Reporting to Eligible Users and Facilities

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

4.39 Additional Contract Provisions

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

4.40 Regional Map



Section 5 Attachments

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