

Addenda No. 1

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

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

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

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

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

1. Changes to the Invitation to Bid.

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

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

b) Section 2.5

2.5 Basis for Award

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

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

2.5.1 Pest Control Services with included IPM

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

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

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

Sum of Evaluated Prices = Total Evaluated Price

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

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

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

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

2.5.2 Annual Termite Inspections Services

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

c) Section 3.1

3.1 Purpose

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

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

3.1.1

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

3.1.2

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

3.1.3

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

d) Section 3.1.7

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

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

e) Section 4.3.12

4.2.12 Annual Termite Inspections Services

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

f) Section 4.23

4.23 Contract Termination

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

4.23.1 Termination for Convenience

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

4.23.2 Termination for Cause

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

2. Vendor Questions & Department Answers

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

3. Attachment 2

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