

**STATE OF FLORIDA  
DEPARTMENT OF CHILDREN AND FAMILIES  
NORTHWEST REGION GENERAL SERVICES**



**INVITATION TO BID**

**NWR JANITORIAL 20/21**

**ITB#: DCF ITB 2021 022**  
**Release Date: FEBRUARY 24, 2021**

## TABLE OF CONTENTS

<b>SECTION 1. INTRODUCTION .....</b>	<b>4</b>
<b>1.1 Introduction to the Procurement .....</b>	<b>4</b>
<b>1.2 Term of the Agreement.....</b>	<b>4</b>
<b>1.3 Contact Person and Procurement Officer.....</b>	<b>4</b>
<b>1.4 Official Notices .....</b>	<b>4</b>
<b>1.5 Protests.....</b>	<b>4</b>
<b>SECTION 2. SOLICITATION PROCESS.....</b>	<b>5</b>
<b>2.1 General Overview of the Process .....</b>	<b>5</b>
<b>2.2 Limitations on Contacting Department Personnel and Others .....</b>	<b>5</b>
<b>2.3 Timeline .....</b>	<b>5</b>
<b>2.4 Woman--, Veteran--, and Minority-owned Small Businesses Participation .....</b>	<b>6</b>
<b>2.5 Pre-bid Conference.....</b>	<b>6</b>
<b>2.6 Written Questions and Department Answers.....</b>	<b>6</b>
<b>2.7 Receipt of Bids .....</b>	<b>6</b>
<b>2.8 Form PUR 1001 .....</b>	<b>7</b>
<b>2.9 Department's Discretion .....</b>	<b>7</b>
<b>SECTION 3. SPECIFICATIONS.....</b>	<b>8</b>
<b>3.1 Definitions .....</b>	<b>8</b>
<b>3.2 Minimum Programmatic Specifications .....</b>	<b>8</b>
<b>3.3 Composition of the Contract .....</b>	<b>8</b>
<b>3.4 Order of Precedence .....</b>	<b>9</b>
<b>3.5 Supporting Documentation.....</b>	<b>9</b>
<b>SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITB .....</b>	<b>9</b>
<b>4.1 How to Submit a Bid.....</b>	<b>9</b>
<b>4.2 Content of the Bid .....</b>	<b>10</b>
<b>4.3 Public Records and Trade Secrets .....</b>	<b>11</b>
<b>SECTION 5. THE SELECTION METHODOLOGY .....</b>	<b>12</b>
<b>APPENDIX I: CERTIFICATE OF SIGNATURE AUTHORITY .....</b>	<b>13</b>
<b>APPENDIX II: VENDOR'S CERTIFICATIONS .....</b>	<b>14</b>
<b>APPENDIX III: QUESTION SUBMITTAL FORM .....</b>	<b>17</b>
<b>APPENDIX IV: SUBCONTRACTOR LIST .....</b>	<b>18</b>

<b>APPENDIX V: COST PROPOSAL .....</b>	<b>19</b>
<b>APPENDIX VI: PURCHASE ORDER TERMS AND CONDITIONS .....</b>	<b>20</b>
<b>APPENDIX VII: SCOPE OF WORK .....</b>	<b>34</b>

## **SECTION 1. INTRODUCTION**

### **1.1 Introduction to the Procurement**

The Department of Children and Families (Department), Northwest Region General Services is seeking routine janitorial services with an anticipated begin date of April 1, 2021. The successful bidder will provide services (as outlined) for the following addresses: 2383 Phillips Road, Tallahassee, FL 32308; 6 S. Key Street, Quincy, FL 32351; and 4481 Clinton Street, Marianna, FL 32446. These services include furnishing all cleaning/ maintenance equipment and cleaning supplies as required, including but not limited to, bathroom tissue, paper towels, trash receptacle liners, and liquid hand soap. All supplies are to be of commercial quality and fit receptacles provided in the restrooms and break areas. They must be acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel. Any person interested in participating must comply with the terms of this solicitation.

### **1.2 Term of the Agreement**

The anticipated start date of the resulting contract is April 1, 2021. The anticipated duration of the contract is April 1, 2021 through June 30, 2021, with up to three annual renewal options, to run along the State Fiscal Year cycle . Such renewals, if any, shall comply with s. 287.057(13), Florida Statutes (F.S.).

### **1.3 Contact Person and Procurement Officer**

The sole contact point for communication (which will only be accepted in writing) regarding this solicitation is:

Elaine Bowden, NWR Property Administrator  
Procurement Officer  
NWR Florida Department of Children and Families  
General Services  
2383 Phillips Road, Office 113  
Tallahassee, FL 32308

By Email:

[Elaine.Bowden@myflfamilies.com](mailto:Elaine.Bowden@myflfamilies.com)

### **1.4 Official Notices**

All notices, decisions, intended decisions, addenda (including Notices of Intent to Award), and other matters relating to this solicitation will be posted on the Department of Management Services (DMS) Vendor Bid System (VBS) located at:

[http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu).

**It is the responsibility of prospective vendors to check the VBS for addenda, notices of decisions and other information or clarifications to this solicitation. Posting on the VBS is the only official notice for determinations of timeliness of protests (see 1.5).**

### **1.5 Protests**

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Rule Chapter 28-110, Florida Administrative Code (F.A.C.).

Failure to file a protest within the time prescribed in section 120.57(3), F.S., 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, F.S.

Notices of Protest must be filed with the Clerk of Agency Proceedings ([Agency.Clerk@myflfamilies.com](mailto:Agency.Clerk@myflfamilies.com)).

## **SECTION 2. SOLICITATION PROCESS**

### **2.1 General Overview of the Process**

Bids from responsible and responsive vendors are eligible for evaluation. By submitting a bid, the vendor agrees to each of the certifications listed in this solicitation unless otherwise indicated.

The Department may request vendor presentations.

### **2.2 Limitations on Contacting Department Personnel and Others**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state approved holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a bid.

### **2.3 Timeline**

<b>Activity</b>	<b>Date</b>	<b>Time Eastern</b>	<b>Address</b>	<b>Section Reference</b>
Solicitation advertised and released on VBS:	February 24, 2021	6:00 p.m.	VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>	1.4
Written questions must be received by:	March 4, 2021	5:00 p.m.	See Section 1.3	2.5
Department's response to questions:	March 11, 2021	5:00 p.m.	See Section 1.3	2.6
Sealed bid must be received by the Department:	March 18, 2021	2:00 p.m.	See Section 1.3	2.6

Activity	Date	Time Eastern	Address	Section Reference
*Bid opening:	March 19, 2021	1:00 p.m.	<p>Please join from your computer, tablet or smartphone.  <a href="https://global.gotomeeting.com/join/949373821">https://global.gotomeeting.com/join/949373821</a>  You can also dial in using your phone.  United States (Toll Free): <a href="tel:18773092073">1 877 309 2073</a>  United States: <a href="tel:+15713173129">+1 (571) 317-3129</a>  Access Code: 949-373-821  Join from a video-conferencing room or system.  Dial in or type: 67.217.95.2 or inroomlink.goto.com  Meeting ID: 949 373 821  Or dial directly: 949373821@67.217.95.2 or 67.217.95.2##949373821</p>	2.7
Anticipated posting of intended contract award:	March 20, 2021	5:00 p.m.	DMS VBS Electronic Posting site: <a href="http://myflorida.com/apps/vbs/vbs_www.main_menu">http://myflorida.com/apps/vbs/vbs_www.main_menu</a>	Section 5
Anticipated effective date of contract:	April 1, 2021	12:01 a.m.	N/A	1.2
<b>*All meetings noted with an asterisk (*) are public meetings.</b>				

## 2.4 Woman--, Veteran--, and Minority-owned Small Businesses Participation

Woman--, Veteran--, and Minority-owned Small Businesses are encouraged to participate in any scheduled conferences, conference calls, or pre-bid meetings. All vendors shall be accorded fair and equal treatment. For questions about registering to identify your Small Business as a Woman--, Veteran--, or Minority-owned Small Businesses visit:

[https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

## 2.5 Pre-bid Conference

This solicitation will not include a Pre-Bid Conference.

## 2.6 Written Questions and Department Answers

Vendor questions for which binding Department answers are desired must be addressed as permitted in **Section 1.3**, using the template provided in **APPENDIX III**, and received by the Procurement Officer on or before the dates and time specified in **Section 2.3**.

## 2.7 Receipt of Bids

Due to health implications and sensitivity to COVID-19, the Department prefers bids sent by electronic means (email). The electronic submission must comply with the following requirements. The vendor may submit an electronic version of the bid in response to the ITB (including all required documents) in PDF format as an attachment to an email sent to the Procurement Officer's email address provided in **Section 1.3**. The software used to produce the electronic file must be Adobe Portable Document Format ("PDF") Version 6.0 or higher. The Department must be able to open and view the bid utilizing Adobe Acrobat. Should the electronic file attachment be too large for submission by a single email, the vendor may utilize multiple emails so long as all required

documents are delivered to the Procurement Officer by or before the date and time specified in **Section 2.3**. The Department can allow up to 100 MB for incoming attachments. The vendor email system must also allow for a 100 MB attachment. Zipping attachments will reduce the file sizes. Though not the preferred method of response, Vendors may submit bids via US Mail, Fed-Ex, or other courier service. If bids are submitted in electronic and hard copy form, the hard copy marked "original" shall take precedence over the electronic version(s) of the bid and all non-original hardcopy versions of the bid in the event of any discrepancy.

#### **2.7.1 Bid Deadline**

Bids must be received by the Procurement Officer no later than the date and time and at the address provided in **Section 2.3**. Facsimile or electronic transmissions of bids will not be accepted. Vendors are exclusively responsible for timely delivery of sealed bids to the Procurement Officer.

#### **2.7.2 Bid Withdrawal and Amendment**

Vendors may withdraw, or withdraw and replace, previously submitted sealed bids on or before the date and time specified for sealed bids to be received by the Department.

#### **2.7.3 Binding Bid**

Vendors are bound by their bids until the latter of 60 calendar days after the bid opening or the closing of all opportunities for protest or appeal.

#### **2.7.4 Cost of Preparation of Bid**

The Department will not pay any costs incurred in responding to this solicitation.

### **2.8 Form PUR 1001**

The standard "General Instructions to Respondents" Form PUR 1001 (10/06) is hereby incorporated into this solicitation by reference as if fully recited herein. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over Form PUR 1001, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1001 shall take precedence. Form PUR 1001 is available at:

[http://www.dms.myflorida.com/media/purchasing/pur\\_forms/1001.pdf](http://www.dms.myflorida.com/media/purchasing/pur_forms/1001.pdf).

### **2.9 Department's Discretion**

#### **2.9.1 The Department may:**

- 2.9.1.1** Determine whether a vendor is responsible, as defined in section 287.012, F.S.;
- 2.9.1.2** Waive minor irregularities when doing so would be in the best interest of the State of Florida;
- 2.9.1.3** Withdraw the solicitation or reject all bids at any time;
- 2.9.1.4** Select more than one vendor for the commodities and contractual services encompassed by this solicitation;
- 2.9.1.5** Withdraw or amend its Notice of Award;
- 2.9.1.6** Award contract(s) for a reduced scope of the commodities and contractual services encompassed by this solicitation.

## SECTION 3. SPECIFICATIONS

### 3.1 Definitions

Contract terms found in this document can be found in the Department of Children and Families Glossary of Contract Terms, available here:

<https://www.myflfamilies.com/admin/contracts/docs/glossaryofcontractterms.pdf>.

### 3.2 Minimum Programmatic Specifications

The selected vendor(s) shall perform the tasks outlined in **APPENDIX VII** in accordance with all terms therein. **Minimum Financial Specifications**

The selected vendor(s) shall be compensated in the manner set forth in **APPENDIX VII** in accordance with all terms therein.

#### 3.2.1 Funding Sources

Funding will be from operating funds for the appropriate fiscal years within the Department. All invoices for services related to this project must be fully approved and paid by June 30, each FY.

#### 3.2.2 Allowable Costs

Allowable costs are outlined only as detailed in **APPENDIX VII**.

#### 3.2.3 No Funding for Start-up or Readiness Activities

The Department does not fund start-up or readiness activities.

#### 3.2.4 No Cost-of-Living Increases

The Department does not fund Cost-of-Living increases.

### 3.3 Composition of the Contract

The contract awarded as a result of this solicitation will be composed of:

#### 3.3.1 MYFLORIDAMARKETPLACE Purchase Order including the Department's Purchase Order Terms (Appendix VI) and Conditions and Scope of Work (APPENDIX VII)

The Department's Purchase Order Terms and Conditions contains general contract terms and conditions required by the Department for all vendors. In addition, the Scope of Work contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

#### 3.3.2 Form PUR 1000

Form PUR 1000 is incorporated by reference into the Department's Standard Contract. In the event of any conflict between Form PUR 1000 and this solicitation, the terms of this solicitation shall take precedence over Form PUR 1000, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1000 shall take precedence. Form PUR 1000 is available at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

#### 3.3.3 Other Attachments or Exhibits

All other attachments and exhibits to the contract referenced in this solicitation shall also be part of the resulting contract, if any; and



### 3.3.4 Vendor Bid

The vendor's bid and any additional submittals, if incorporated into or attached to the contract.

### 3.4 Order of Precedence

In the event of conflict within any two or more documents within the contract documents listed in 3.4, the earlier listed document shall control (e.g. 3.4.2. will control over 3.4.3).

### 3.5 Supporting Documentation

This table lists the supporting documentation, and the associated link to download the supporting documentation.

Subject	Description	Link
DCF Glossary of Contract Terms	DCF Standard Contract Definitions	<a href="https://www.myflfamilies.com/admin/contracts/docs/glossaryofcontractterms.pdf">https://www.myflfamilies.com/admin/contracts/docs/glossaryofcontractterms.pdf</a>
CFOP 70-15 Housekeeping	DCF Operating Procedure re: uniform policies and procedures for cleanliness and sanitation	<a href="https://www.myflfamilies.com/admin/publications/cfops/CFOP%20070-xx%20Facilities%20Acquisition%20and%20Management/CFOP%2070-15,%20Housekeeping.pdf">https://www.myflfamilies.com/admin/publications/cfops/CFOP%20070-xx%20Facilities%20Acquisition%20and%20Management/CFOP%2070-15,%20Housekeeping.pdf</a>

## SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITB

### 4.1 How to Submit a Bid

#### 4.1.1 Number of Copies Required and Format for Submittal

Unless submitting via email in accordance with **Section 2.7**, vendors shall submit one original, hard copy, and electronic copy of their bid to the address provided in **Section 1.3**. The original bid submitted to the Department must contain an original signature of an official authorized to bind the vendor to the proposal. Electronic signatures are acceptable. In order to claim trade secret protections in accordance with **Section 4.3**, one redacted copy of the bid, identical to the original copy and clearly labeled as redacted, must also be submitted.

#### 4.1.2 Sealed Bids

Originals, hard copies and electronic copies of the sealed bids must be submitted and must be clearly marked with the title of the bid, the solicitation number, the vendor's name, and identification of enclosed documents. The original bid must be clearly marked as such, and the copies identified and numbered (i.e., original, copy #1 of 7, etc.).

#### 4.1.3 Hard Copy Bid Format

Bids must be typed, single-spaced, on 8 1/2" x 11" format. Pages must be numbered in a logical, consistent fashion. Figures, charts, and tables should be numbered and referenced by number in the text. The bid must be submitted in accordance with **Section 4.2**.

#### 4.1.4 Electronic Copy Format

Electronic files submitted in accordance with **Section 4.1** must be submitted to the Department on a USB storage device (which must be free of malware; any infection to the Department's systems shall be addressed to the Department's satisfaction at the Proposer's expense), and readable using Adobe

Portable Document Format (“PDF”). The electronic copies must be identical to the original, hardcopy reply submitted. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked “original” shall take precedence over the electronic version(s) of the bid and all non-original hardcopy versions of the bid in the event of any discrepancy. If a discrepancy is found between the hardcopy bid marked “original” and any of the electronic versions submitted on USB drive, the Department reserves the right, at its sole discretion, to reject the entire bid.

## **4.2 Content of the Bid**

### **4.2.1 Title Page**

The first page of the bid shall be a Title Page that contains the following information:

- 4.2.1.1** Title of bid;
- 4.2.1.2** Solicitation number;
- 4.2.1.3** Prospective vendor’s name and federal tax identification number;
- 4.2.1.4** Name, title, telephone number and address of person who can respond to inquiries regarding the bid; and
- 4.2.1.5** Vendor’s point of contact, including email address

### **4.2.2 TAB 1: TABLE OF CONTENTS**

### **4.2.3 TAB 2: SPECIFICATIONS**

Specifications for this solicitation:

#### **4.2.3.1 Signature Authority**

Include a signed certificate (**APPENDIX I**), completing either Section A (or providing a corporate resolution or other duly executed certification issued in the vendor’s normal course of business) or Section B, demonstrating the person signing the bid and its statements and certifications is authorized to make such representations and to bind the vendor.

#### **4.2.3.2 Vendor Certifications**

Include the Vendor Certifications Form (**APPENDIX II**) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor and with “true” checked next to each of the Certifications (a) through (f).

### **4.2.4 TAB 3: EXECUTIVE OVERVIEW**

Provide a brief executive overview demonstrating an understanding of the solicitation purpose, and the needs specified in this solicitation. The Executive Overview includes a brief description of the vendor’s organization, leadership credentials, approach for Scope of Work services, management of Performance Specifications and means of completing Deliverables as defined in **SCOPE OF WORK (APPENDIX VII)**.

#### **4.2.4.1 Organize this section as follows:**

- 4.2.4.1.1** Describe vendor’s approach and philosophy, including mission statement, core values, and vision.

- 4.2.4.1.2 Describe vendor's organization and governance structure, depicting clear lines of authority including corporate affiliations; describe how the structure represents a lean, efficient and effective administrative model; describe experience and achievements in developing a governance model is designed to avoid conflicts of interest.
- 4.2.4.1.3 Provide the requested information below which will demonstrate the vendor's and subcontractor(s)' ability to successfully complete the work described in this solicitation and its appendices, attachments, exhibits and referenced supporting documentation. The vendor's and any proposed subcontractor(s)' information shall be shown separately.
- 4.2.4.1.4 Provide copies of insurance certificates.

#### **4.2.4.2 Additional Corporate Information**

In addition to the other information described above the vendor and the subcontractor(s) must provide:

- 4.2.4.2.1 Full legal name and its associated Federal Employer Identification Number (FEIN), or Social Security Number if a FEIN is not required
- 4.2.4.2.2 Proof of registration with MFMP
- 4.2.4.2.3 Country and state of incorporation
- 4.2.4.2.4 Principal place of business
- 4.2.4.2.5 Description of the vendor's organization, including number of years in business, subsidiaries, parent corporations, officers; include organization charts and details concerning the number of facilities by geographic location
- 4.2.4.2.6 Names and addresses of all affiliated or related companies, partnerships or associations (including subcontractor, if any) and a brief description of its relationship to the vendor

#### **4.2.5 TAB 4: PROPOSED PRICING**

The vendor must provide monthly and annual pricing. The vendor shall not provide a range. The Department will not agree to caveats in the proposed prices.

#### **4.3 Public Records and Trade Secrets**

##### **4.3.1 How to Claim Trade Secret Protection**

If the vendor considers any portion of the documents, data or records submitted in its bid to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the vendor must submit all such information in a separately bound document (or in the case of electronic media, in a manner compliant with Section 4.1.4, , with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Bid, ITB No. – Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file and hardcopy documents must explain why the information in the document is a trade secret. This submission must be made no later than the bid submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the bid, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above

in addition to any other labeling required of the material. If the vendor considers any portion of a submission made after its bid to be trade secret the vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

#### **4.3.2 Vendor's Duty to Respond to Public Records Requests**

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound part of the vendor's bid or other submissions labeled as "trade secret," the vendor shall expeditiously provide the Department, or the public pursuant to subsection 119.0701(2), F.S., with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the vendor shall provide information correlating the nature of the claims to the redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

#### **4.3.3 Department not Obligated to Defend Vendor Claims**

The Department is not obligated to agree with or defend any vendor claim of exemption from inspection and copying under Florida's Public Records Law. The vendor is responsible for defending such claims. Further, the vendor shall protect, defend, and indemnify, including attorney's fees and costs, the Department for actions (including litigation initiated by the Department) arising from or relating to such claims.

### **SECTION 5. THE SELECTION METHODOLOGY**

The Department intends to award the contract to the responsible and responsive vendor(s) whose bid is determined to be the lowest responsive bid(s). The Department may also make a determination as to whether to deem one or more vendors ineligible for award due to non-responsibility or non-responsiveness. The Procurement Manager will develop a ranking based on the pricing of bids. After developing the ranking, the Procurement Manager will provide to the Secretary, or designee, a report on bids deemed nonresponsive and, as to those deemed responsive, the ranking, along with a recommendation for final action. The Department will electronically post the intent to award in accordance with subsection 120.57(3)(a), F.S., and Rule 60A-1.021, F.A.C.

[The remainder of this page is intentionally left blank.]

## APPENDIX I: CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B	
<input type="checkbox"/>	Vendor is not a sole proprietorship (Complete Section A)
<input type="checkbox"/>	Vendor is a sole proprietorship (Complete Section B)
<b>Section A</b>	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of vendor) and have authority to make official representations by said vendor regarding its official records and hereby state that my examination of the vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named vendor in response to ITB # _____, and, in so doing, to bind the named vendor to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<b>NOTE: In lieu of the above, the vendor may submit a corporate resolution or other duly executed certification issued in the vendor's normal course of business to prove signature authority of the named Authorized Representative.</b>	
<b>Section B</b>	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of vendor), and will be personally bound by the bid submitted in response to ITB # _____.</p>	
Dated:	
Signature:	
Printed Name:	

## APPENDIX II: VENDOR'S CERTIFICATIONS

CERTIFICATIONS		
MASTER CERTIFICATION		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the vendor, _____ (legal name of vendor), I confirm that I have fully informed myself of all terms and conditions of ITB # _____ (the ITB), the facts regarding the bid submitted by the vendor in response to the ITB and the truth of each statement contained in Certifications (a) through (f) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>		
<p><b>Check the applicable box next to the title to each certification:</b></p>		
<b>True</b>	<b>False</b>	
		<b>a. Certification of Binding Bid and Acceptance of Terms of ITB and Contract Document</b>
		<b>b. Statement of No Prohibited Involvement</b>
		<b>c. Statement Non-Collusion</b>
		<b>d. Certification Regarding Subcontractors</b>
		<b>e. Certification Regarding Prior Contractual Obligations</b>
		<b>f. Certification of Representations Per sections 287.133, and 287.134, F.S.</b>
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
<p>Signature of Authorized Representative:</p>   		<p>Date:</p>   
<b>a. Certification of Binding Bid and Acceptance of Terms of ITB and Contract Document</b>		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the vendor's bid submitted in response to the Department of Children and Families Invitation to Bid (the ITB) is binding on the vendor in accordance with the terms of the ITB. If awarded any contract as a result of the ITB, the vendor will comply with the specifications, terms, and conditions stated in the ITB and the contract document.</p>		
<b>b. Statement of No Prohibited Involvement</b>		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has: Been awarded a contract as described in subsections 287.057(17)(c), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent contract to support this project, participated in drafting of a solicitation for this specific project, or developed a program for future implementation of this project.</p>		
<b>c. Statement of Non-Collusion</b>		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the ITB as principals are named therein, that the vendor's bid is made without collusion with any other vendor.</p>		
<b>d. Certification Regarding Subcontractors</b>		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor's agreement that by submitting a bid to this ITB, the vendor waives any exclusivity provision in its subcontractor agreements.</p>		



**e. Certification Regarding Prior Contractual Obligations**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor has not:

- (1) Failed to correct any unsatisfactory performance in a previous contract to the satisfaction of any Agency or eligible user;
- (2) Had a contract terminated by any Agency or eligible user for cause; or
- (3) Failed to sign a contract awarded by any Agency.

**f. Certification of Representations Per Sections 287.042, 287.133 and 287.134, Florida Statutes**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor is not listed on the Suspended Vendors List maintained pursuant to Rule 60A-1.006, F.A.C., Convicted Vendors List created and maintained pursuant to section 287.133, F.S., or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, F.S., and for Federal funds, not be listed on the governmentwide exclusions in the System for Award Management (SAM).

**TIE BREAKING CERTIFICATIONS**Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295, F.S., provide qualifying vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying vendors; however, a vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or reply.

**MASTER CERTIFICATION - TIE-BREAKING CERTIFICATIONS**

As the Authorized Representative of the vendor, \_\_\_\_\_ (legal name of vendor), I confirm that I have fully informed myself of all terms and conditions of ITB # \_\_\_\_\_ (the ITB), the facts regarding the bid submitted by the vendor in response to the ITB and the truth of each statement contained in Certifications (g) through (k) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

Check the box next to the title to each certification that is true:

<input type="checkbox"/>	<b>g. Certification of a Certified Minority Business Enterprise</b>
<input type="checkbox"/>	<b>h. Certification of a Certified Veteran Business Enterprise</b>
<input type="checkbox"/>	<b>i. Certification of a Florida Business</b>
<input type="checkbox"/>	<b>j. Certification of a Foreign Manufacturer with a Factory in Florida</b>
<input type="checkbox"/>	<b>k. Certification of a Drug Free Workplace</b>

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

Signature of Authorized Representative:	Date:
---	-------

**g. Certification of a Certified Minority Business Enterprise**

By checking the "True" box in the Master Certification - Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with section 287.0943, Florida Statutes.

**h. Certification of a Florida Certified Veteran Business Enterprise**

By checking the "True" box in the Master Certification - Tie-Breaking Certifications and signing the same, I

hereby certify that my organization is a Certified Veteran Business Enterprise in accordance with section 295.187, Florida Statutes.

**i. Certification of a Florida Business**

By checking the "True" box in the Master Certification - Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with section 287.084, Florida Statutes.

**j. Certification of a Foreign Manufacturer with a Factory in Florida**

By checking the "True" box in the Master Certification - Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with section 287.092, Florida Statutes.

**k. Certification of a Drug Free Workplace**

By checking the "True" box in the Master Certification and signing the same, I hereby certify the vendor currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.



### APPENDIX III: QUESTION SUBMITTAL FORM

Each vendor may complete the form provided based on its questions relating to this ITB. The completed form shall be submitted in accordance with the instructions provided in **Section 2.6** of the ITB. This form may be expanded as needed to facilitate response to this requirement.

**Vendor Name:** [Enter Legal Name of vendor]

Question Number	ITB Section Number	Question
1		
2		
3		
4		
5		

#### APPENDIX IV: SUBCONTRACTOR LIST

List the subcontractors who will perform work under the contract(s) resulting from this solicitation.

CHECK HERE IF NO SUBCONTRACTORS WILL BE UTILIZED: ☐

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone #	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone:	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone #	
FEIN #	

Subcontractor Name:	
Business Type:	
Subcontracted Services:	
Address:	
City, State Zip	
Phone:	
FEIN #	

[Duplicate table as necessary for additional subcontractors.]

## APPENDIX V: COST PROPOSAL

Vendor Name: \_\_\_\_\_

Where indicated below, the vendor shall submit to the Department its proposed cost. The vendor shall not provide a pricing range in Appendix V, Cost Proposal. Supplemental documentation for APPENDIX V will not be accepted. The Department will not agree to caveats in the proposed prices with Appendix V.

PROPOSAL COST	
The successful bidder will provide services (as outlined) for the below address. These services include furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, bathroom tissue, paper towels, trash receptacle liners, liquid hand soap. All supplies are to be of commercial quality and fit receptacles provided in the restrooms and break areas. They must be acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel. Any person interested in participating must comply with the terms of this solicitation.	
2383 Phillips Road, Tallahassee	\$
6 S. Key Street, Quincy	\$
4481 Clinton Street, Marianna	\$
<b>TOTAL</b>	\$

## APPENDIX VI: PURCHASE ORDER TERMS AND CONDITIONS



# Purchase Order Terms & Conditions

The Contractor and Department of Children and Families (Department) agree to the following terms. These Purchase Order Terms replace the MFMP Purchase Order Terms and Conditions in their entirety.

### Section 1. General Provisions.

#### A. Agreement.

The Contractor agrees to provide commodities or contractual services to the Department as set forth in the Purchase Order with these Terms and Conditions and the attached or incorporated documents.

#### B. Initial Term.

Unless otherwise specified, the Purchase Order begins on the date of issuance. The Contractor shall complete its delivery of commodities or contractual services by the date specified as the Purchase Order end date.

#### C. Integration.

The Purchase Order with these Terms and Conditions and the attached or incorporated documents set forth the entire agreement between the Department and the Contractor, superseding all prior discussions, representations, or agreements of the parties relating to the commodities or contractual services to be provided under the Purchase Order.

### Section 2. Performance.

#### A. Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Department shall 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. Coordination shall be maintained by the Contractor with representatives of the Department, or of others involved in the project on behalf of the Department.

#### B. Performance Deficiency.

If the Department determines that the performance of the Contractor is unsatisfactory, the Department may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Department. The Contractor shall provide the Department with a corrective action plan describing how the Contractor will address all issues of non-performance, unacceptable performance, and failure to meet the minimum

performance levels, deliverable deficiencies, or non-compliance under the Purchase Order. If the corrective action plan is unacceptable to the Department, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Department for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

### **Section 3. Payment and Fees.**

#### **A. Payment Invoicing.**

The Contractor will be paid upon approval of invoice(s) to the Department after delivery and acceptance of commodities or contractual services is confirmed by the Department. Invoices shall contain detail sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number.

#### **B. Inspection, Approval and Payment Timeframes.**

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from an Department. This paragraph shall not be read to limit the Department's rights of warranty under these terms, separately provided by the Contractor, or under law.

#### **C. MyFloridaMarketPlace Fees.**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by the Department to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

#### **D. Payment Audit.**

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Department upon request during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department for audit.

**E. Taxes.**

Taxes, customs, and tariffs on commodities or contractual services purchased under the Purchase Order will not be assessed against the Department unless authorized by Florida law.

**F. Return of Funds.**

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Purchase Order that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department of the overpayment.

**G. Annual Appropriation and Travel.**

Pursuant to section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under the Purchase Order is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

**Section 4. Liability and Insurance.**

**A. Indemnification.**

The Contractor shall be fully liable for the actions of its agents employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the Department's misuse or modification of Contractor's products or the Department's operation or use of Contractor's products in a manner not contemplated by the Purchase Order or any contract under which the Purchase Order is issued. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Contractor shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at

Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Department in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

If the Contractor is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

**B. Payment for Claims.**

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

**C. Liability Insurance.**

The Contractor shall maintain insurance sufficient to adequately protect the Department from all claims or liability for personal injury or property damage arising out of, resulting from the performance of, or in connection with the operation of, the Purchase Order. All insurance shall be with insurers authorized to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

**D. Workers' Compensation.**

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide Worker's Compensation Insurance for all of the latter's employees. In the event work is being performed by the Contractor under the resulting contract, including the Purchase Order, and any class of employees performing the work is not protected under Worker's Compensation statutes, the Contractor must provide, and cause each subcontractor to provide adequate insurance, satisfactory to the Department, for the protection of employees not otherwise protected.

**E. Performance Bond.**

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

**F. Limitation of Liability.**

For all claims against the Contractor under any contractor purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$250,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Purchase Order or any contract under which the Purchase Order is issued, no party shall be liable to another for special, indirect, punitive,

or consequential damages, including lost data or records (unless the contract or Purchase Order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Department may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

## **Section 5. Compliance with Laws.**

### **A. 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, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, the Occupational Safety and Health Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

### **B. Lobbying.**

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an state agency. Pursuant to subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

### **C. Gratuities.**

The Contractor shall not, in connection with the Purchase Order or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to 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 (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

### **D. Cooperation with Inspector General and Records Retention.**

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor will retain such records for five years after the expiration of the Purchase Order or any contract



under which the Purchase Order is issued, or the period required by the General Records Schedules maintained by the Florida Department of State on the Department of State's Records Management website, whichever is longer. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

**E. Department of State Registration.**

Consistent with Chapters 605 through 623, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

**F. Public Records, Trade Secrets, Document Management and Intellectual Property.**

**(a) Public Records.**

(I) The Department may unilaterally cancel the Purchase Order for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Purchase Order.

(II) Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.**

(III) Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(1) Keep and maintain public records required by the public agency to perform the service.

(2) Upon request from the public agency's custodian of public records, provide the public agency 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.

(3) 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 of the Purchase Order and any contract under

which the Purchase Order is issued and following the completion of the Purchase Order and any contract under which the Purchase Order is issued if the contractor does not transfer the records to the public agency.

(4) Upon completion of the Purchase Order, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency 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 Purchase Order, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(b) Protection of Trade Secrets or Confidential Information.

(I) If the Contractor considers any portion of materials made or received in the course of performing the Purchase Order ("contract-related materials") to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated trade secret or otherwise confidential.

(II) If the Department is served with a request for discovery of contract-related materials designated by the Contractor as trade secret or otherwise confidential, the Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated trade secret or otherwise confidential if the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential.

(III) The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as trade secret or otherwise confidential.

(c) Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Purchase Order and all other records, electronic files, papers and documents that were made in relation to the Purchase Order. Contractor must retain all documents related to the Purchase Order and any contract under which the Purchase Order is issued for five (5) years after expiration of the Purchase Order and any contract under which the Purchase Order is issued, or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

(d) Intellectual Property.

(I) Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the Department will be owned by the State of Florida at the completion of the Contract.

(II) Any inventions or discoveries developed in the course of, or as a result of

services performed under the Contract which are patentable pursuant to 35 U.S.C. § 101, are the sole property of the State of Florida. Contractor must inform the Department of any inventions or discoveries developed, or made in connection with, the Purchase Order and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made in connection with this contract.

(III) Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Purchase Order. All copyrights created or developed in connection with the Purchase Order are the sole property of the State of Florida.

**G. Communications and Confidentiality.**

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Department's Contract Manager or the Department's designated contact person and securing prior written consent. The Contractor shall not use any statement attributable to the Department or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Department's Contract Manager and securing the Department's prior written consent.

The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Department's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

**H. 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. In the event of a security breach involving State of Florida data, the Contractor shall promptly give notice to the Department. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

**I. Suspended, and Discriminatory Vendor Lists.**

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors or consultants have been placed on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List during the term of the Contract.

**J. Scrutinized Companies - Termination by the Department.**

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on

the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**K. Information Technology Standards.**

Pursuant to sections 282.0051 and 282.318, F.S., the Division of State Technology (DST) is to establish standards for the implementation and management of information technology resources. Contractor agrees to cooperate with the Department in furtherance of its efforts to comply with DST standards, established in 60GG, F.A.C., as applicable.

**Section 6. Suspension of Work and Termination.**

**A. Suspension of Work.**

The Department may, at its sole discretion, suspend the purchase order, or any activities under it, at any time, when in the best interest of the Department to do so. The Department will provide the Contractor written notice outlining the particulars of the suspension. Examples of a reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor must comply with the notice and will cease the activities associated with any active or new purchase orders. Within ninety (90) calendar days, or any longer period agreed to by the Contractor, the Department will either (1) issue a notice authorizing resumption of work, at which time activity will resume, or (2) terminate the Purchase Order or any contract under which the Purchase Order is issued. Suspension of work will not entitle the Contractor to any additional compensation.

**B. Termination for Convenience.**

The Purchase Order may be terminated by the Department in whole or in part at any time in the best interest of the State of Florida. If the Purchase Order 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 the Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Department and shall be turned over promptly by the Contractor.

**C. Termination for Cause.**

If the performance of the Contractor is not in compliance with the Purchase Order, or the Contractor has defaulted, the Department may (a) immediately terminate the Purchase Order, or (b) notify the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Department.

**D. Force Majeure, Notice of Delay, and No Damages for Delay.**

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or 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 (1) within ten (10) 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 (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Contractor shall not be entitled to an increase in the Purchase Order price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to 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 paragraph, 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 Purchase Order or any contract under which the Purchase Order is issued to the State or to the Department, in which case the Department may (1) 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 (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Purchase Order quantity, or (3) terminate the Purchase Order or any contract under which the Purchase Order is issued in whole or in part.

## **Section 7. Subcontractors and Assignments.**

### **A. Subcontractors.**

The Contractor will not subcontract any work under the Purchase Order without prior written consent of the Department. The Contractor is fully responsible for completion of all its subcontracted work in accordance with the Purchase Order. The Department supports diversity in its procurements and contracts, and requests that Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the Office of Supplier Diversity at [osdhelp@dms.myflorida.com](mailto:osdhelp@dms.myflorida.com) for information on certified small business enterprises available for subcontracting opportunities.

### **B. Assignment.**

The Contractor will not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Purchase Order, unless such responsibility is expressly waived by the Department. The Department may assign the Purchase Order with prior written notice to the Contractor.

## **Section 8. RESPECT and PRIDE.**

### **A. RESPECT.**

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

**IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS PURCHASE ORDER SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), F.S.; AND FOR PURPOSES OF THIS PURCHASE ORDER THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS PURCHASE ORDER SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.**

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

**B. PRIDE.**

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

**IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS PURCHASE ORDER SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS PURCHASE ORDER THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS PURCHASE ORDER SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS STATE AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.**

Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

**Section 9. Miscellaneous.**

**A. Independent Contractor.**

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Department and are not entitled to the benefits of State of Florida employees. The Department shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Purchase Order.



**B. Dispute Resolution, Governing Law and Venue.**

Any dispute concerning performance of the Purchase Order shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Purchase Order or any other form of dispute resolution. The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

**C. Waiver.**

The delay or failure by the Department to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

**D. Modification and Severability.**

The Purchase Order may only be modified by a written change order agreed to by the Department and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

**E. Time is of the Essence.**

Time is of the essence for each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

**F. Background Check.**

The Department may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check as directed by the Department. The cost of the background checks will be borne by the Contractor. The Department may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. The Contractor will ensure that all background screening will be refreshed upon the request of the Department for each person during the term of the Purchase Order and any contract under which the Purchase Order is issued.

**G. Disqualifying Offenses.**

If at any time it is determined that a person has been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person

from any position with access to State of Florida data or directly performing services under the Purchase Order. The disqualifying offenses includes all offences listed under Section 435.04(2), F.S. and the following:

- (a) Computer related crimes
- (b) Information technology crimes;
- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

#### **H. E-Verify.**

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Purchase Order execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of award, and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

#### **I. Commodities Logistics.**

The following provisions shall apply to all shipments unless otherwise indicated in the Purchase Order documents:

- (a) All shipments are F.O.B. (free on board) destination, transportation charges prepaid.
- (b) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be



labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.

- (c) No extra charges shall be applied for boxing, crating, packing, or insurance.
- (d) The following delivery schedule shall apply: 8:00 AM – 5:00 PM, Monday through Friday, excluding legal holidays.
- (e) If delivery to the specified destination cannot be made on or before the specified date, notify the Department immediately using the contact information provided in the MyFloridaMarketPlace system.
- (f) The Contractor assumes all liability for shipments shipped to other than the specified destination.
- (g) Items received in excess of quantities specified may, at Department's option, be returned at the Contractor's expense. Substitutions are not permitted.

#### **J. Warranties.**

The Contractor represents and warrants that all aspects of any commodities provided or used by it are merchantable and shall at a minimum conform to the standards in the Contractor's industry. Further, the Contractor represents and warrants that any contractual services performed under the Purchase Order shall be performed in a workmanlike manner, consistent with the standards of care, skill and diligence in the Contractor's industry, trade, or profession. The warranties expressed in the Purchase Order are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the commodities and contractual services provided by the Contractor. Similarly, terms separately provided by the Contractor modify the Department's rights only to the extent those terms expand those rights. Acceptance by the Department shall not relieve the Contractor of its warranty or any other obligation under the Purchase Order.

The Contractor represents and warrants that all the concepts, materials, commodities, and contractual services produced, or provided to the Department pursuant to the terms of the Purchase Order shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. Contractor represents and warrants that title to any property assigned, conveyed or licensed to the Department is good and that transfer of title or license to the Department is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance.

The Contractor represents and 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 obligations under the Purchase Order. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Purchase Order.

## APPENDIX VII: SCOPE OF WORK

### A. MANNER OF SERVICE PROVISION

1. The scope of work has been developed to represent the best understanding of the services requested. The follow describes the services to be rendered and the mutual obligations of the parties relative to this agreement.
2. Cleaning Services to be completed Monday through Sunday between 5:00 p.m. and 6:00 a.m., local time. A flexible schedule will be considered upon request.

### B. SERVICE TASKS

1. Cleaning this facility shall be accomplished in accordance with the following schedule:

FLOORS	
<b>DAILY:</b>	Carpeted Areas – Vacuum Non-carpeted Areas – Dust mop Lobby floor – Dust mop behind and under chairs and plants Common Area Tile in kitchen and copy areas – dust mop. Remove gum and other materials. Damp mop to remove stains or spots.
<b>WEEKLY:</b>	Non-Carpeted Areas – Damp mop and spray buff.
<b>SEMI-ANNUALLY:</b>	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates. Strip, reseal and wax all normally waxed floors.
<b>ANNUALLY:</b>	Machine clean all carpets throughout the facility.
WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.	
<b>WEEKLY:</b>	Spot Clean Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.
<b>MONTHLY:</b>	Dust or vacuum HVAC registers in each office
<b>ANNUALLY:</b>	Clean all light fixture diffuses and dust light bulbs.
WINDOWS AND GLASS	
<b>DAILY:</b>	Spot clean entrances and vicinity glass both in and outside. Spot clean directory and internal glass or windows.
<b>SEMI-ANNUALLY:</b>	Clean inside of external windows.
WATER FOUNTAINS	
<b>DAILY:</b>	Clean and sanitize.
<b>WEEKLY:</b>	Polish Chrome
FURNISHINGS	
<b>AS NEEDED, BUT AT LEAST WEEKLY:</b>	Dust and clean all ornamental wall decorations, pictures, charts, chalkboards, etc. Do not disturb any papers lying on desks or cabinets

	Dust draperies, venetian blinds, or curtains.
<b>SEMI-ANNUALLY:</b>	Vacuum all drapes, venetian blinds, or curtains.
<b>TRASH AND REFUSE</b>	
<b>DAILY:</b>	Empty and clean all trash receptacles. Receptacle liners are to be used. Liners are to be changed nightly. Remove all collected trash to external dumpsters or trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
<b>CIGARETTE URNS AND ASHTRAYS</b>	
<b>DAILY:</b>	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.
<b>ELEVATOR</b>	
<b>DAILY:</b>	If carpeted, vacuum. If not carpeted, dust mop, remove gum and other materials, spot damp mop to remove stains or spots. Clean hardware, control panels and interior/exterior door. Use chrome polish where necessary
<b>WEEKLY:</b>	Vacuum door tracks. Damp mop floors and spray buff if not carpeted.
<b>RESTROOMS</b>	
<b>DAILY:</b>	Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap, towel, and toilet paper dispensers. There should be no calcium deposit behind or around/on the faucet or handles. Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap nightly. Toilet paper must be 2 ply to fit the fixtures provided. Paper Towels must be 2 ply, fit fixtures provided and replenished nightly; Wall mounted soap dispensers must be used and filled with anti-bacterial soap as needed. Check and replace, as necessary, deodorizer bars/room air freshener units. Polish Chrome/Stainless Steel including paper towel/waste receptacles holders, the top and edge of mirrors and the top bars that support the partitions.
<b>MONTHLY:</b>	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.

<b>SEMI-ANNUALLY</b>	Clean plumbing to keep calcium buildup from occurring on pipes & fixtures.
<b>STAIRWELLS (Interior and Exterior) and SIDEWALKS</b>	
<b>DAILY:</b>	Remove accumulated trash. Spot sweep as required.
<b>WEEKLY:</b>	Sweep. Dust mop to remove stains. Dust handrails, ledges, etc. Spot clean walls and doors.
<b>LOUNGE AND KITCHEN AREAS</b>	
<b>DAILY:</b>	Clean and sanitize sinks and counter areas. Use stainless steel polish weekly. Clean calcium build up behind and around faucet
<b>EXTERIOR</b>	
<b>DAILY:</b>	Sweep outside area immediately adjacent to building entrances and stairwells. Keep parking lot and surrounding grass areas free of trash.
<b>WEEKLY:</b>	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.

### C. MAINTENANCE SERVICES

1. Breezeway flooring (if applicable) must be buffed as needed to keep it from becoming dingy.
2. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.
3. In providing any or all of the before mentioned services:
  - a. Only actual employees or subcontractors of the janitorial contractor are to be admitted to the premises. No children are to accompany the janitorial employee or subcontractor.
  - b. Cleaning hours are expected to be from 5:00 p.m. until 6:00 a.m., local time, Monday through Sunday, though a flex schedule will be considered, upon request.

### D. DELIVERABLES

1. **Service Units.** This is a fixed price/unit cost direct order, where the service unit is a specific deliverable due to the Agency and measured in calendar months.
2. **Reports and Documentation.** The provider shall maintain sufficient documentation to provide evidence of service delivery and staff qualifications. Records and documentation must be developed and maintained in accordance with good business practices, state and federal laws, regulations, and policy.
3. **Reports.** The contract deliverables shall be as provided in the following table:

## REPORTS TABLE

All reports will be provided hard copy to the Agency's General Services Manager or Designee

REPORT TITLE	REPORTING FREQUENCY	REPORT DUE DATE	NUMBER OF COPIES	DCF OFFICE ADDRESSES TO RECEIVE REPORT
Janitorial log	As needed	End of shift	1	General Services Manager or Designee
Site Sign in log	Daily	Daily	1	General Services Manager or Designee
Invoice for payment	Monthly	5 <sup>th</sup> day of month for preceding month of service	1	General Services Manager or Designee

E.

### 1. MINIMUM PERFORMANCE MEASURES AND FINANCIAL CONSEQUENCES:

Deliverable No.	Minimum Performance Measures	Financial Consequence
No. 1	All tasks in Attachment 1 are completed 95% of the time.	1% of total deliverable cost will be deducted from payment for each percentage under 95%.
No. 2	All reports in Section A.2.c above are submitted timely and accurately 95% of the time.	\$100/per day reporting is submitted late.  1% of total deliverable cost will be deducted from payment for each percentage under 95%.

### 2. Performance Evaluation Methodology

- 1) The Vendor's performance of services will be evaluated using the following mathematical equations and methodology.
  - a) Number of tasks successfully completed x 100 = % Number of required tasks
  - b) Reports completed timely and accurately x 100 = % Number of reports

By execution of this contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and shall be bound by the conditions set forth in this contract. If the Provider fails to meet these standards, the agency, at its exclusive option, may allow a reasonable period, not to exceed 30 days, for the Provider to correct performance

deficiencies. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the agency's satisfaction, the agency will terminate the contract. The agency has the sole authority to determine whether there are extenuating circumstances or mitigating circumstances.

**3. Provider Responsibilities**

- a. Provider will have adequate insurance.
- b. Provider will be bonded through each staff.
- c. Provider will assign only staff that have passed the Florida Department of Law Enforcement (FDLE) Florida Crime/National Crime Information Center (FCIC/NCIC) Level 2 background/criminal records check in accordance with Chapter 435, F.S. and provide documentation of same. This check will be conducted at provider's expense.

**F. METHOD OF PAYMENT**

**1. Payment**

- a. A monthly invoice will be processed for payment on the 5th of every month for the preceding month.
- b. The provider shall request payment within 30 days following Agency notification of the satisfactorily completed deliverable.

**2. Invoice Requirements and Supporting Documentation**

- a. The Provider shall request payment through submission of a properly completed invoice containing the Provider's Name, Vendor ID (Federal Tax ID) number, the number of units, price per unit, invoice total, the date on which the deliverable as submitted to the Agency, and dates of services the deliverable covered. The invoice shall be on company letterhead and contain an original signature from an appropriate officer of the company attesting to the accuracy and completeness of the invoice. It is the discretion of the provider as to how the invoice for payment will be provided, mail or electronically.

## G. SPECIAL PROVISIONS

### **MyFloridaMarketPlace Registration.**

To comply with Rule 60A-1.030, F.A.C., each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S. shall register in the MyFloridaMarketPlace system unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at MyFloridaMarketPlace website (link under Business on the State portal at [www.myflorida.com](http://www.myflorida.com)).

Only actual employees or subcontractors of the janitorial contactor are to be admitted on the premises. Provider shall furnish Janitorial all cleaning/maintenance equipment and cleaning supplies. Paper products, trash receptacle liners, liquid hand soap. All supplies are to be of commercial quality acceptable in the janitorial profession and of satisfactory quality to the needs of personnel.

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Agency Signature Print Name/Title

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Date

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Provider Signature Print Name/Title

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Date