



DEPARTMENT OF ECONOMIC OPPORTUNITY
INVITATION TO BID

Solicitation Acknowledgement Form

Page <u>1</u> of <u>40</u> pages	SUBMIT BID TO: Department of Economic Opportunity Purchasing Office 107 East Madison Street, B-047 Tallahassee, Florida 32399-4128 Telephone Number: 850-245-7455
AGENCY RELEASE DATE: <u>01/17/2020</u>	
SOLICITATION TITLE: Janitorial Services- Tampa	SOLICITATION NO: 20-ITB-003-WM
BIDS WILL BE OPENED: 02/19/2020 at 3:00 PM, Eastern Time and may not be withdrawn within <u>180</u> days after such date and time.	
I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Respondent and that the Respondent is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid to an agency for the State of Florida, the Respondent offers and agrees that if the bid is accepted, the Respondent will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Respondent.	
RESPONDENT NAME:	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> * Authorized Representative's Signature <hr style="border: 0; border-top: 1px solid black; margin-bottom: 10px;"/> * Typed Name and Title of Authorized Representative *This individual must have the authority to bind the Respondent.
RESPONDENT MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
TOLL FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	
TYPE OF BUSINESS ENTITY (Corporation, LLC, partnership, etc.):	

RESPONDENT CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

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SECTION A
PUR 1001 – GENERAL INSTRUCTIONS TO RESPONDENTS

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process and is a downloadable document incorporated into this solicitation by reference. This document should not be returned with the Response.

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

In the event of a conflict between the terms of the PUR 1001 and the other terms of this solicitation, the other terms of this solicitation will control.

PUR 1000 – GENERAL CONTRACT CONDITIONS

The General Contract Conditions (PUR 1000) is a downloadable document incorporated in this solicitation by reference, which contains general contract terms and conditions that must apply to any contract resulting from this ITB to the extent they are not otherwise modified herein. This document should not be returned with the Response.

<http://dms.myflorida.com/content/download/2933/11777>

In the event of a conflict between the terms of the PUR 1000 and the other terms of this solicitation, the other terms of this solicitation will control.

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SECTION B
SPECIAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF BIDS

B.1	Solicitation Number	20-ITB-003-WM
B.2	Solicitation Type	Invitation to Bid (ITB)
B.3	Program Office	General Services, Facilities Management
B.4	Issuing Office	Winston McGriff/ Purchasing Analyst Vincent McKenzie/Purchasing Manager Purchasing Office 107 East Madison Street, B-047 Tallahassee, Florida 32399 (850) 245-7467/(850) 245-7463(Office Number) Winston. McGriff@deo.myflorida.com Vincent.Mckenzie@deo.myflorida.com

B.5 Restrictions on Communication with DEO Staff

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the seventy-two (72) hour period following DEO posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement office named above. Violation of this provision may be grounds for rejecting a bid.

B.6 Calendar of Events

Listed below is the calendar of important actions and dates/times by which the actions must be taken or completed. If DEO finds it necessary to change any of these dates/times, it will be accomplished by addendum. Time is stated in terms of local time in Tallahassee, Florida.

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	Estimated Calendar of Events	Date and Time
1.	Date of Issuance and published on the Florida Vendor Bid System website at: http://vbs.dms.state.fl.us/vbs/main_menu	01/17/2020
2.	Pre-Bid Site Visit (Mandatory) 9215 North Florida Avenue, Tampa, FL 33612	02/04/2020 @ 10:00 AM
3.	Technical Questions due from prospective Respondents (Only email inquiries will be accepted.)	02/07/2020 @ 5:00 PM
4.	Anticipated Posting of Questions and Answers to the Florida Vendor Bid System website (via addendum) at: http://vbs.dms.state.fl.us/vbs/main_menu	02/12/2020
5.	Bids Due and Opened 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399	02/19/2020 @ 3:00 PM
6.	Anticipated Posting of Notice of Intent to Award	02/27/2020

Addenda or clarifications to this ITB along with an Addendum Acknowledgement Form will be posted on the Florida Vendor Bid System (VBS). **It is the Respondent's responsibility to monitor the Florida Vendor Bid System for any solicitation updates.**

B.7 Notice of Potential Federal Funding

All or some portion of this procurement may be funded with federal funds. The exact amount of federal funding used will be based on the DEO's federally approved cost allocation plan.

B.8 A Mandatory Pre-Bid Conference and/or Site Visit

A mandatory pre-bid conference will be held as per the date, time and location specified in Section B.6, Calendar of Events. All Respondents intending to submit a bid to this ITB must attend this conference from beginning to end, or any bid submitted will be rejected as non-responsive. A ten (10) minute grace period for late arrivals will be granted. Participation by teleconference is not authorized.

The mandatory pre-bid conference will provide Respondents with an opportunity to ask questions to clarify any uncertainties. Questions asked and answers provided at the mandatory conference are not binding; oral answers provided at the mandatory conference are given as temporary guidance to clarify issues until a written answer is issued by DEO, in writing, in the form of an ITB Addendum.

Respondents should review and become familiar with the solicitation documents and other supporting materials as listed in this ITB prior to attending the mandatory conference.

Visitor parking for the pre-bid conference in Tampa, Florida is available in the front parking lot located at 9215 North Florida Avenue, Tampa, FL 33612.

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The Tampa building is a secure building requiring visitors to be signed in and escorted. Respondents should allow enough time to park, walk and gain entry into the building to ensure that they arrive prior to the pre-bid conference time.

B.9 Questions *(This section supersedes Section A, PUR 1001, Instruction #5, Questions)*

Any questions from Respondents concerning this ITB shall be submitted via email to Winston McGriff and Vincent McKenzie at winston.mcgriff@deo.myflorida.com and vincent.mckenzie@deo.myflorida.com by the date and time specified in Section B.6, Calendar of Events. Only e-mail inquiries will be accepted. All emails to the procurement officer should contain the solicitation number in the subject line of the email. All questions and/or changes to the solicitation will be posted on the Department of Management Services (DMS) Florida Vendor Bid System (VBS) as an addendum. It is the prospective Respondent's responsibility to periodically check the VBS for any solicitation updates. DEO bears no responsibility for any delays, or resulting impacts, associated with a prospective Respondent's failure to obtain the information made available through the Florida Vendor Bid System. Respondent questions should be submitted in the format included in *Attachment I – Technical Questions Submittal Form*.

Each Respondent shall be responsible for all services required under this solicitation. The Respondent is required to carefully examine the specifications set forth and to be knowledgeable of any and all conditions and requirements that may in any manner affect the work to be performed as described in this solicitation. No allowances will be made to the selected Respondent because of lack of knowledge of conditions or requirements, and the selected Respondent will not be relieved of any liabilities or obligations.

INFORMATION WILL NOT BE PROVIDED BY THE TELEPHONE. Any information received through oral communication shall not be binding on the Department and shall not be relied upon by any Respondent.

B.10 Submission of Bids *(This section supersedes Section A, PUR 1001, Instruction #3, Electronic Submission of Responses)*

Bids are to be submitted in a sealed package with the solicitation number and opening date and time identified on the outside. Bids may be sent by U.S. Mail, Courier, or Hand-Delivered. **BIDS SUBMITTED ELECTRONICALLY OR BY FACSIMILE WILL BE REJECTED.**

Each bid shall be prepared simply and economically, following the instructions contained herein.

It is recommended that all bids be hand-delivered or sent via certified mail or overnight courier to ensure timely delivery. Since the Caldwell Building is a secured facility, if you are hand-delivering your bid, please allow for sufficient time to gain access into the building.

BIDS RECEIVED AFTER THE EXACT TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED TO THE RESPONDENT UNOPENED.

B.11 Withdrawal of Bids

A submitted bid may be withdrawn if, within seventy-two (72) hours after the bid due date and time indicated in the Calendar of Events, the Respondent submits a signed, written request for its withdrawal to DEO.

B.12 Bid Opening (*This section supersedes Section A, PUR 1001, Instruction #12, Public Opening*)

The bid opening will be held at the time and date specified in Section B.6, "Calendar of Events" in the Purchasing Office, 107 East Madison Street, Caldwell Building, Tallahassee, Florida.

The name of all Respondents submitting bids shall be made available to interested parties upon written request to the contact person(s) (Issuing Office) listed in Section B.4. Any person with a qualified disability shall not be denied equal access and effective communication regarding any solicitation documents or the attendance to any related meeting or bid opening.

Sealed bids received by DEO in response to this solicitation are subject to production, disclosure, inspection and copying, in accordance with Chapter 119, Florida Statutes, once DEO posts its decision or intended decision pursuant to s. 120.57(3)(a), F.S., or 30 days after the bid opening, whichever is earlier.

B.13 Solicitation Requirements

The following requirements must be met by the Respondent in order for its bid to be considered responsive to this solicitation; however, this is **not** an exhaustive list of mandatory requirements. Timely bids that do not meet all mandatory requirements of this solicitation, including providing all required information, documents or materials, will be rejected as non-responsive. Mandatory requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of bids is impossible, or those which affect the competitiveness of bids or the cost to DEO.

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MANDATORY REQUIREMENTS FOR EVALUATION

- A. It is **MANDATORY** that the Respondent submits its bid in the format prescribed and within the time frame specified in Section B.6, Calendar of Events.

- B. It is **MANDATORY** that the Respondent return in accordance with the requirements of Section B. 35, one (1) original, signed and sealed bid package along with two (2) paper copies and one (1) electronic copy of the sealed bid (on compact disc), which include the following required attachments:
 - 1. DEO Solicitation Acknowledgement Form
 - 2. Attachment A – Reference Form
 - 3. Attachment B – Bid Cost Response
 - 4. Attachment C – Drug Free Workplace Certification
 - 5. Attachment D – Disclosure Statement/Conflict of Interest
 - 6. Attachment E – Certification Regarding Debarment
 - 7. Attachment F – Certification Regarding Lobbying

- C. If a Respondent fails to submit all completed documentation with its bid, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the bid has met all other requirements of the solicitation.

The use of the terms “shall”, “must”, or “will” within these solicitation documents indicate a **MANDATORY** requirement or condition.

Bids may be rejected as non-responsible if past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the contract.

B.14 Cost of Preparing Respondent’s Bid

DEO is not liable for any costs incurred by a Respondent in responding to this ITB, or for any cost incurred for any oral presentations, if applicable.

B.15 Disclosure and Ownership of Bids by the Department

A Respondent’s bid shall be a public record and subject to production, disclosure, inspection and copying consistent with the requirements of Chapter 119, Florida Statutes. A Respondent’s bid, upon submission, and any resulting Contract shall be the property of DEO except those parts asserted to be confidential or exempt pursuant to Chapter 119, Florida Statutes, and DEO, in its sole discretion, shall have the right to use, reproduce, and disseminate the bid and contract.

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B.16 Respondent's Duties to Assert Exemption from Disclosure as a Public Record

Any bid content submitted to DEO which is asserted to be exempted by law from disclosure as a public record shall be set forth on a page or pages separate from the rest of the bid, and clearly marked "exempt," "confidential," or "trade secret" (as applicable), with the statutory basis for such claim of exemption specifically identified in writing on each and every such page. Failure to segregate and so identify any such content shall constitute a waiver of any claimed exemption as applied to the portion of the bid or other document in which the content is set forth.

Pursuant to section 215.985(14), F.S., the Department of Financial Services (DFS), has developed a web-based system that provides information and documentation about government contracts called the "Florida Accountability Contract Tracking System" or "FACTS." An important aspect of this system is the posting of contract images on the Internet, including contract attachments, which may include all or part of your response to this solicitation.

Any claim of exemption from public disclosure is waived upon submission, unless addressed as set forth above. DEO will attempt to afford protection from disclosure of any trade secret as defined in section 812.081(1)(c), F.S., or section 688.002, F.S., where identified as such in the reply, to the extent permitted under section 815.045, F.S., or section 288.075, F.S., and Chapter 119, F.S. Each Respondent acknowledges that the protection afforded by section 815.045, F.S., is incomplete, and hereby agrees that no remedy for damages may arise from any disclosure by DEO.

DEO takes its public records responsibilities under Chapter 119, F.S., and Article I, Section 24 of the Florida Constitution, very seriously. **If a Respondent considers any portion of the documents, data or record submitted in response to this solicitation to be exempted by law from disclosure as a public record, the Respondent must also provide the Department with a separate Redacted Copy of its bid, in hard copy and on a CD ROM, at the time of bid submission.**

This Redacted Copy shall contain DEO's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time the Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are exempted by law from public disclosure. **Each individual portion of the Redacted Copy that Respondent asserts is confidential must contain a citation to the specific law making the content of the redacted portion confidential.**

If it is determined that the bid does not contain any information which is exempted by law from public disclosure, please provide as part of the bid, a written statement to that effect which is executed by an authorized representative of the Respondent's company with legal authority to make this determination on behalf of the Respondent.

Respondent shall protect, defend, and indemnify, save and hold harmless, DEO from any and all claims, demands, liabilities and suits of any nature arising out of, because of, or due to failure of DEO to release information redacted by the Respondent, and to further indemnify DEO for any other loss DEO incurs due to any claim being made against DEO regarding portions of its Redacted Copy being confidential, proprietary, trade secret or otherwise not subject to disclosure.

If Respondent fails to submit a Redacted Copy with its bid, DEO is authorized to produce the entire document(s), data or records submitted by Respondent in answer to a public records request.

B.17 Posting of Recommended Award *(This section supersedes Section A, PUR 1001, Instruction #13, Electronic Posting of Notice of Intended Award).*

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The Bid Tabulation, with recommended award, will be posted for review by interested parties at the location identified in Section B.6, "Calendar of Events" above and on the Florida Vendor Bid System for a period of seventy-two (72) hours, excluding weekends and State observed holidays. Any Respondent who desires to protest the recommended award must file a protest with the Purchasing Office, Department of Economic Opportunity, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128, within the time prescribed in section 120.57(3), Florida Statutes, and chapter 28-110, Florida Administrative Code.

B.18 Description of Work Being Procured

The Department of Economic Opportunity (DEO), Office of Facilities Management is requesting bids from prospective qualified contractors to provide commercial janitorial services for DEO's Tampa Facility. All work shall be performed in accordance with the Scope of Work contained in Section C.

B.19 Number of Awards

DEO anticipates the issuance of one (1) contract for services under this solicitation. DEO reserves the right to issue multiple contracts if doing so is believed to be advantageous to DEO and the State of Florida. DEO, in its sole discretion, shall determine whether multiple contracts will be issued. DEO reserves the right, in its sole discretion, to reject all Bids and cancel or reissue this solicitation.

B.20 Contract Period

The contract period is expected to begin upon execution and remain in effect for a period of thirty-six (36) months. The selected Contractor will be expected to be able to assume the responsibilities outlined herein within thirty (30) days of contract execution.

B.21 Contract Renewal

DEO reserves the right to renew the contract resulting from this solicitation. Renewal of this contract shall be in writing and shall be subject to the terms and conditions set forth in the existing contract. Renewal shall be limited to an additional term not to exceed three (3) years. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.

Any contract resulting from this ITB will have a duration of three (3) years. No contract/amendment shall be valid, nor shall the state be bound by the contract/amendment, until it has first been executed by the head of the using agency, or his/her designee, the contractor and has been approved in writing by DEO. Total contract term, with extensions, shall not exceed three (3) year .

B.22 Type of Contract Contemplated *(This section supersedes Section A, PUR 1000, Condition #2, Purchase Order), only if the Contract award is equal to or greater than \$65,000)*

A fixed price Contract is proposed; however, DEO reserves the right to award another type of Contract if doing so is believed to be advantageous to DEO and the State of Florida, considering price and other factors. Contractor shall be paid for the services rendered under the Contract upon satisfactory completion of these services.

A copy of the proposed contract containing all requirements is included in Section D, "DEO Vendor Core Contract." The requirements contained in the proposed Contract should be closely reviewed by the Respondent. DEO may consider any modifications proposed by the Respondent if it is determined to be in the best interest of DEO.

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Information on Federal procurement regulations, state statutes and rules referred to in this solicitation, may be obtained by contacting DEO's Purchasing Office referred to in Section B.4.

B.23 Bid Acceptance Period

DEO intends to execute the contract(s) as soon as possible after the posting of DEO's decision. DEO, at its discretion, may terminate discussions with the highest ranked Respondent if an agreement is not executed within thirty (30) days after the announcement of an award and may proceed to award the contract to the second ranked Respondent.

B.24 Firm Bid (*This section supersedes Section A, PUR 1001, Instruction #14, Firm Response*).

Any submitted bid shall remain firm and valid for one hundred eighty (180) days after the bid submission due date, or until a contract is fully executed, whichever occurs first. The Respondent shall not withdraw any bid within this time period except as described in Section B.11. Any bid that expresses a shorter duration of validity may, in DEO's sole discretion, be accepted or rejected.

B.25 Disclosure

Information will be disclosed to Respondents in accordance with state statutes and rules applicable to this solicitation.

B.26 Laws and Permits

Contractor(s) must comply with all local, state and federal laws, rules, regulations and codes whenever work is being performed under this contract. All permits and licenses required for this contract must be obtained by the contractor and maintained for the duration of the Contract.

B.27 Insurance

1. Contractor's Commercial General Liability Insurance:

By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S., Contractor shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2. Workers' Compensation and Employer's Liability Insurance:

Contractor, at all times during the Contract, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Contract work.

3. Other Insurance:

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During the Contract term, Contractor shall maintain any other insurance as required in Section C, Scope of Work.

The Contractor selected under this ITB shall maintain, during the life of the Contract, Workers' Compensation Insurance for all of its employees connected with this Contract. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employee engaged in hazardous work under the contract is not protected under the Workers' Compensation statute, Contractor shall provide adequate insurance, satisfactory to DEO, for the protection of its employees not otherwise protected.

The Contractor selected under this ITB shall maintain, during the life of the Contract, comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$500,000 general aggregate for bodily injury and property damage.

The selected Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled or modified for any reason except after thirty (30) days written notice to DEO's Contract Manager, with the exception of ten (10) days' notice for non-payment of premium by the insured.

The selected contractor shall be required to submit insurance certificates, evidencing such insurance coverage, prior to the execution of a contract with DEO. The insurance certificate must name DEO as an additional insured and identify DEO's Contract Number. Copies of new insurance certificates must be provided to DEO's Contract Manager with each insurance renewal.

B.28 Vendor Registration

Prior to entering into a contract with DEO, the selected contractor must be registered with the Florida Department of Management Services (DMS) MyFloridaMarketPlace (MFMP) Vendor Registration System. Information about the registration process is available, and registration may be completed, at the MFMP website at: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/requirements_for_vendor_registration. Respondents who do not have Internet access may request assistance from MFMP Customer Services at (866) 352-3776.

The following DMS Class/Group code is provided to assist you in the registration process:

Insert Commodity Codes and Descriptions pertaining to this solicitation in the table below. Add/Delete rows as necessary.

Code	Description
76110000	Cleaning and janitorial services
76115000	General Building & Office Cleaning & Maintenance Services

A list of Commodity Codes can be found here:

http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/current_projects/myfloridamarketplace_commodity_code_standardization_project. If you need assistance, the purchasing office can help.

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B.29 Florida Department of State Registration Requirements

All entities identified under chapters 607, 617, 620, 621 or 865, Florida Statutes, seeking to do business with DEO shall, prior to entering into a Contract, be appropriately registered with the Florida Department of State.

B.30 Diversity

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

B.31 Contractors and Subcontractors *(This Section does not apply to this solicitation)*

B.32 Conflict of Interest

The Respondent covenants that it presently has no interest in and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of the services required to be performed under the contract resulting from this solicitation. The selected Contractor shall be required to provide written notification to DEO within (5) working days of the discovery of a potential conflict of interest. DEO shall have the authority to determine whether or not a conflict of interest exists.

B.33 Rights to Data and Copyright

Writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are submitted with a bid or specified to be delivered under a project contract shall be maintained by DEO and may be released as public records. Additionally any writings, publications, films, videos, technical reports, equipment, computer hardware and software, recordings, computer programs, computerized data bases, data processing programs, pictorial reproductions, maps, drawings, specifications, graphical representations, and works of similar nature (whether copyrighted or not copyrighted), which are developed or produced and paid for in whole or in part by Contract funds become the property of DEO except as may otherwise be provided in the Contract.

B.34 Most Favored State Status *(This section does not apply to this solicitation)*

B.35 Submittal Requirements

One (1) signed original, two (2) copies, and one (1) electronic, signed copy (on compact disc) of the bid must be submitted for review by DEO. Each copy is to be bound individually. Use of legible reproductions of signed originals is authorized for all other copies of the bid.

If a Respondent fails to submit the one (1) electronic (i.e., on compact disc), signed copy of its original bid or the one (1) electronic (i.e., on compact disc) with its bid, DEO reserves the right to contact the Respondent by telephone for submission of this document via mail. This right may be exercised when the bid has met all other requirements of the solicitation.

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If Respondent considers any portion of its bid to be confidential, the Respondent shall submit a compact disc containing one (1) copy of the signed original bid with the confidential information redacted. This compact disc shall be titled "Redacted Copy." **Each individual portion of the Redacted Copy that Respondent asserts is confidential must contain a citation to the specific law making the content of the redacted portion confidential.**

B.36 Elaborate Bids

It is not necessary to prepare your bid using elaborate brochures and artwork, expensive paper and bindings, or other expensive visual presentation aids; instead prepare your bid simply and in accordance with the instructions herein.

B.37 DEO Solicitation Acknowledgement Form

DEO's Solicitation Acknowledgement Form shall be completed as instructed. Respondents are required to complete, sign and return the "DEO Solicitation Acknowledgment Form" with their bid submittal. This form must be completed and signed by a representative who is authorized to contractually bind the Respondent.

If a Respondent fails to submit a signed DEO Solicitation Acknowledgment Form with their bid, DEO reserves the right to contact the vendor by telephone for submission of this document via email with follow up via mail. This right may be exercised when the bid has met all other requirements of the solicitation.

In the event that respondents submit a bid as part of a joint venture, each member of the joint venture must complete and sign a separate DEO Solicitation Acknowledgement Form.

B.38 Cost Response Submittal

Each Respondent shall use the forms provided as Attachment B, "Cost Response", to provide rates for the services requested in this solicitation.

The rates provided shall include the cost of all things necessary to accomplish the services outlined in Section C and the Respondent's response hereto, including, but not limited to Respondent's furnishing the necessary personnel and, labor, supplies, equipment, services, insurance, MyFloridaMarketPlace transaction fees miscellaneous expenses and the application of all multiples (i.e. overhead, fringe benefits, etc.), travel and incidental expenses. **Failure by the Respondent to complete and submit Attachment B, "Cost Response," and provide a cost on Attachment B shall result in the bid being deemed non-responsive, and therefore, the bid will be rejected. Footnotes, notations, and exceptions made to Attachment B shall not be considered.**

B.39 Past Performance References

In the spaces provided on Attachment A, the Respondent **must** list three (3) separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed for a period of at least five (5) year(s). The Respondent's work for the clients listed must be for work similar in nature to that specified in this solicitation. Confidential clients **shall not** be included. **Do not list DEO as a client reference.**

The same client may not be listed for more than one (1) reference (for example, if the Respondent has completed a project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one of the projects may be listed because the client, the Florida Department of Transportation, is the same).

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Firms that are currently parent or subsidiary companies to the Respondent will not be accepted as Past Performance references under this solicitation.

In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time the work was performed must be given at the end of the project description for that reference, on Attachment A.

In the event that Respondents submit a bid as a joint venture, at least one (1) past performance client must be listed for each member of the joint venture. However, the total number of clients to be listed remains three (3).

References should be available to be contacted during normal working hours.

Any information obtained as a result of such contact may be used to determine whether or not the respondent is a “responsible vendor”, as defined in section 287.012(25), F.S.

Failure to provide the required information for three (3) separate and verifiable clients in the spaces provided on Attachment A or failure to provide the required information for each reference shall result in the Respondents bid being deemed non-responsive and therefore, rejected.

B.40 State Project Plan

The Respondent should submit a written plan addressing the State’s four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation. DEO expects prospective respondents to address each objective. Objectives not addressed in the selected Respondent’s bid must be addressed prior to Contract execution. **The State reserves the right to negotiate mutually acceptable changes with the respondent selected for award, prior to execution of the Contract.**

1. **Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. The Respondent shall submit as part of this plan, the Respondent’s plan to support the procurement of products and materials with recycled content. The Respondent shall also provide a plan for reducing and/or handling of any hazardous waste generated by the Respondent which must comply with the provisions of rule 62-730.160, Florida Administrative Code, and applicable State and Federal laws. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the respondent’s explanation of its company’s hazardous waste plan and shall explain in detail its handling and disposal of waste.
2. **Certification of Drug Free Workplace Program:** The State supports and encourages initiatives to keep the workplace of Florida’s suppliers and contractors drug free. Section 287.087, Florida Statutes, provides that, where proposals which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a respondent that certifies it has implemented a drug-free workforce program. If the Respondent has a drug-free workplace program, the Respondent shall sign and submit the “Certification of Drug Free Workplace Program” Form, attached hereto and made a part hereof as Attachment C.

3. **Products Available from the Blind or Other Handicapped (RESPECT):** The State supports and encourages the gainful employment of citizens with disabilities. Information about RESPECT and the products it offers is available at <http://www.respectofflorida.org>.

The Respondent shall describe how it will support the use of RESPECT in offering the services/items being procured under this solicitation. Respondents proposing the use of RESPECT as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with RESPECT with their bid. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime contractor with whom the firm intends to subcontract.

4. **Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida Correctional work programs. Information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

The Respondent shall describe how it will support the use of PRIDE in offering the services/items being procured under this solicitation. Respondents proposing the use of PRIDE as a subcontractor shall be required to provide written proof of a subcontractor agreement for this solicitation with PRIDE with their bid. The written documentation shall be a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying the DEO Solicitation Number, the project title, and the prime Contractor with whom the firm intends to subcontract.

B.41 Award

1. Price. The lowest price shall be determined by comparing each Respondent's Grand Total Response in Attachment B for the services/items requested in this solicitation. The Respondent submitting a responsive bid with the lowest bid shall be awarded the Contract, provided the following criteria are met:
 - a. Qualifications- if the Respondent fails to meet the qualification requirements as outlined, DEO shall disqualify the Respondent from further consideration.
 - b. Client References/Past Performance. DEO will attempt to contact a minimum of two (2) client references and, if applicable, the DEO Contract Manager for past performance to determine the Respondent's ability to perform the requested services. The client references will be asked the questions shown in Attachment G. Any information obtained as a result of such contact may be used to determine whether or not the respondent is a "responsible vendor", as defined in section 287.012(25), F.S.
2. In determining vendor responsibility, DEO may consider any information or evidence which comes to its attention and which reflects upon a vendor's capability to fully perform the Contract requirements and/or the vendor's demonstration of the level of integrity and reliability which DEO determines to be required to assure performance of the Contract.

A printed copy of DEO's intended award decision will be posted for 72 hours in the Purchasing Office, Room B-047 Caldwell Building, located at 107 E. Madison Street, Tallahassee, Florida, and on the Vendor Bid system at the following website URL address: http://vbs.dms.state.fl.us/vbs/search.criteria_form.

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A copy will also be available upon written request to the Purchasing Office. Telephone requests will NOT be accepted. Written requests must be submitted via email only and must reference the solicitation title and number in the subject line.

B.42 Identical Tie Bids

If bids which are equal with respect to price, quality, and service are received, then the award shall be determined in the order of preference listed below (from highest priority to lowest priority):

- (1) Bids that certify that a drug-free workplace has been implemented in accordance with Section 287.087, F.S.;
- (2) In accordance with Section 287.057(11), F.S. which states that “if two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise”;
- (3) If (1) and (2) above fail to resolve the identical evaluations, then the award shall be made in accordance with what DEO deems to be in the best interest of the State, considering factors such as prior performance on state contracts or other governmental contracts; and
- (4) If the application of (1), (2), and (3) fails to resolve the identical evaluations, then the award shall be made by a means of random selection (e.g., a coin toss or drawing of numbers).

B.43 Terms and Conditions *(This section supersedes Section A, PUR 1001, Instruction #4, Terms and Condition).*

All bids are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

1. Scope of Work (Section C),
2. DEO Core Contract (Section D),
3. Special Instructions for the Preparation and Submission of Bids (Section B),
4. General Conditions (PUR 1000),
5. General Instructions to Respondents (PUR 1001), and
6. Respondent’s Bid.

DEO objects to and shall not consider any additional terms and conditions submitted by a Respondent, including and appearing in documents attached as part of the Respondent’s bid. In submitting its bid, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions found in this solicitation, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

B.44 Trade Names

Any manufacturer’s names, trade names, brand names or catalog numbers used in specifications contained in this bid are for the purposes of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality level of item(s) response.

B.45 Visitor Pass to the Caldwell Building

Each visitor to the Caldwell Building is required to sign in and obtain a visitor’s pass at the security desk on the first floor, or the security desk at the loading dock entrance. Please allow enough time to obtain a visitor’s pass if hand delivering your bid to the Purchasing Office. The official date and time of receipt is the date and time the bid is stamped as received by the Purchasing Office.

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B.46 Employment of DEO Personnel

Contractor shall not knowingly engage, on a full or part-time basis, any personnel who are in the employment of DEO, without prior written approval of DEO.

Further, the Contractor shall not knowingly engage any former employee of DEO where such employment conflicts with the requirements of section 112.3185, F.S.

B.47 Respondent's Responsibility

It is understood and the Respondent hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this solicitation.

B.48 Accessible Electronic Information Technology

Respondents submitting responses to this solicitation must provide electronic and information technology resources in complete compliance with the accessibility standards provided in rule 60-8.002, F.A.C. These standards establish a minimum level of accessibility.

B.49 Agency for State Technology (AST) *(This section does not apply to this solicitation)*

B.50 In-State Preference

Respondents shall complete and submit Attachment J, Principal Place of Business and Foreign State Preferences, indicating whether its principal place of business is within the State. For the purposes of this ITB, "principal place of business" means the state in which the Respondent's high-level officers direct, control, and coordinate the Respondent's activities. Section 287.084(2), F.S., states:

A vendor whose principal place of business is outside this state must accompany and written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal place of business are in that foreign state in the letting of any or all public contracts.

Consistent with section 287.084(2), F.S., if a Respondent indicates on its form that its principal place of business is outside of this State, it shall have an attorney provide the opinion on Attachment J, Principal Place of Business and Foreign State Preference Form.

B.51 Definitions

- Bid: The offer extended to DEO in response to an Invitation to Bid.
- Contract: A written agreement between DEO and the Contractor, including all documents, exhibits and attachments specifying services to be performed or provided by the Contractor, billing rates for these services and the manner in which the Contractor shall be compensated for these services, which shall be executed by both the Contractor and DEO.
- Contract Manager: The person designated by DEO who is charged with monitoring a Contract through the term of the agreement and who is specifically responsible for enforcing performance of the contract terms and conditions, and maintaining all financial information, i.e., payment history, payment method,

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payment tracking, etc. The Contract Manager serves as the liaison between DEO and the Contractor regarding performance issues contained in the Contract.

- Contractor: The person or entity that enters into a Contract to sell commodities or contractual services to DEO. As used in this solicitation the term includes subcontractors used as agents or representatives of the Contractor with the Contractor having primary responsibility for its subcontractors.
- Contractor Personnel: Persons directly employed by the Contractor or its subcontractors.
- DEO: Department of Economic Opportunity (DEO).
- Department Business Hours: Typically 8:00 A.M. through 5:00 P.M., Monday through Friday, during which time DEO conducts routine business.
- Department Non-Business Hours: Typically holidays, weekends, and night time frames in which DEO is closed to conducting routine business.
- Department-Observed Holidays: The following holidays are currently observed by DEO. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.
 - New Year's Day
 - Martin Luther King Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day and the following day
 - Christmas Day
- Invoice: Contractor's itemized document stating prices and quantities of goods and/or services delivered, and sent to DEO for verification and payment.
- Premise(s): The entire Department of Economic Opportunity property identified by DEO's Project Manager (or his/her designee) and any other property that may be added to or deemed part of the Contract agreement.
- Project Manager: DEO's staff member(s), manager(s), Contractor(s) or consultant(s) with overall responsibility and authority to oversee the contractual services being performed or provided by the Contractor for DEO as described in the Contract.
- Respondent: The person or entity submitting a bid in response to an Invitation to Bid.
- Responsible Vendor: A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- Responsive Bid: A response submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.

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- Responsive Vendor: A vendor that has submitted a response, proposal, or reply that conforms in all material respects to the solicitation.
- Subcontractor: A person or entity contracting to perform part or another's entire contract, upon DEO approval.
- Vendor: A person or entity that sells or offers to sell commodities or contractual services.
- Vendor Bid System (VBS): The system which allows all state agencies to advertise bids and exceptional purchases on MyFlorida.com. It also permits registered vendors to receive automatic email notification of bid advertisements, addendums to bids, and exceptional purchases.
- Written Notice: Written Notice is herein defined as notice in writing, signed and may be an email of the original.

B.52 Strict Enforcement

DEO reserves the right to enforce strict compliance with any requirement of this solicitation.

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SECTION C SCOPE OF WORK

C.1 Purpose/Description The Department of Economic Opportunity (DEO) is seeking a commercial janitorial Contractor to provide janitorial services for at DEO's Tampa Facility located at 9215 North Florida Avenue, Tampa, FL (the "Complex"). The Respondent must demonstrate, using Attachment A, Reference Form, that the Respondent has been in the janitorial business for a period of at least five (5) continuous years and has provided services at a facility with a minimum of 80,000 square foot of space.

Contractor will be responsible for all janitorial services at the Complex, including the furnishing of labor, supervision, transportation, tools, equipment, materials and supplies necessary to accomplish janitorial services in accordance with the specifications of this ITB, and subject to all terms and conditions specified herein. The Complex consists of one (1) building. In total, the Complex is approximately 90,000 square feet. Further information about the complex includes the following:

- The Complex has approximately 400 employees and 200 +/- visitors daily.
- The Complex has approximately 35,000 square feet of carpet.
- The Complex has approximately 45,000 square feet of Luxury Vinyl Tile (LVT), Vinyl Composite Tile (VCT), wood laminate and Ceramic tile.

Note: These are estimates and the Contactor will be responsible to verify this information.

C.2 Background/Overview:

It is the objective of DEO to provide neat, clean and sanitary facilities for its associates and clients. The defined requirements and performance schedules shall be considered the normal cleaning procedures. There may be instances when unusual or unavoidable circumstances occur which may require a service to be performed at a different time, or in addition to the service times outlined in Section C.2 below. On such occasions, the facility manager may request services contained in these requirements, to remedy the circumstance. The ITB procurement method has been determined to result the best value to the State.

C.2.2 Standards of Performance

All services shall be performed in a manner consistent with the requirements of this Contract. The Contractor and any of their employees, while performing work for the State, shall maintain a professional work ethic.

In the event the Contractor fails to perform any component of the services to DEO's reasonable satisfaction and such services are not performed in a manner reasonably consistent with the requirements of this Contract DEO shall then have the option of immediately terminating this agreement as set forth in Section C.10.

C.3 Method of Payment/Invoice

Payment shall be made in accordance with sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payment by State agencies. DEO is responsible for all payments under this Contract.

Invoices shall contain the Contract number, purchase order number, and the appropriate Federal Identification Number (FEID). The State may require any other information from the Contractor that the State deems necessary to verify that the goods and or services have been rendered under the Contract.

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Contractor shall submit invoices to DEO on or before the 5th of each month for the services rendered the previous month. If there are any questions or concerns regarding your invoice you may contact the Contract Manager listed herein with questions.

Contractor shall provide complete pricing information, as detailed above, for all items, per Contract year and including each renewal year. All requests for compensation for services or expenses must be submitted in detail sufficient for a pre-audit and post-audit in accordance with subsection 287.058(1)(a), Florida Statutes.

Contractor will submit with the invoice all documentation to support any reimbursements to DEO for review.

C.4 Staffing Changes

The successful Contractor shall staff the project with key personnel identified in the Contractors' bid, which are considered by DEO to be essential to this project. Prior to substituting any key personnel, the Contractor shall notify and obtain written approval from DEO. Written justification must include documentation of the circumstances requiring the changes and a list of the proposed substitutions in sufficient detail to permit evaluation of the impact on the project. DEO, at its discretion, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

C.5 Background Screening

Contractor will be responsible for obtaining and providing Level One (1), or equivalent, written background checks from Florida Department of Law Enforcement (FDLE) on all employees and substitute(s) that will work in the building. This documentation must be provided to DEO Contract Manager upon execution of the contract. DEO reserves the right to reject any employee from providing services on the basis of the background check. Contractor may access FDLE website to perform the background check and is responsible for payment. The address for the website is: <http://www.fdle.state.fl.us/cms/Criminal-History-Records/Obtaining-Criminal-History-Information.aspx>. Written FDLE background checks must be submitted and approved prior to staffing changes.

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C.6 Deliverable, Tasks, Performance Measures and Financial Consequences

Contractor agrees to perform the following:

Deliverable No. 1 – Janitorial Cleaning Services		
Tasks	Performance Measures	Financial Consequences
<p>Contractor shall perform the janitorial cleaning services as specified in Section C.7</p> <p>Contractor Responsibilities of the Scope of Work at the frequencies defined herein.</p> <p>Contractor will be paid a fixed price monthly for these services.</p>	<p>Contractor must complete the tasks as specified in Section C.7 of the Scope of Work.</p> <p>A Performance Inspection Checklist will be completed by the DEO Facilities Manager (or designee) on a weekly basis.</p>	<p>Failure to perform all services, as defined in Section C.7 will result in Financial Consequences for Failure to Timely and Satisfactorily Perform, as defined in Section C.9.</p> <p>If Contractor does not comply with the approved Corrective Action Plan, section C.7.11, a financial consequence of \$600/day will be deducted from the monthly invoice amount until the deficiency is cured.</p>
		Deliverable 1 - \$Cost

C.7 Contractor Responsibilities

C.7.1 DAY PORTER SERVICES

The Tampa Building Complex will require one (1) full time day porter for the hours of 8:00 a.m. to 5:00 p.m., and one (1) part time day porter for the hours of 8:00 a.m. to 12:00 p.m., Monday through Friday, excluding State observed holidays. The day porters are required to check in and out with the DEO Building Manager or designee.

DAILY DUTIES:

1. Clean all restrooms, twice daily, this includes but not limited to, toilets, sinks, counter tops, stall walls, floors;
2. Refill all dispensers (hand towels, toilet tissue, toilet seat covers, hand soap and sanitizers, deodorizers);
3. Spot clean public areas, such as floors, doors, windows, tables, as needed and/or requested by the DEO Building Manager or designee;
4. Computer rooms, mailroom, and other secured areas shall be cleaned by the day porter staff during normal working hours;
5. Wash and sterilize all drinking fountains twice daily;
6. Empty and wash off cigarette butt/waste containers and replace liner bags daily;
7. Empty trash cans in conference rooms or public areas as needed throughout the day; and
8. Maintain sidewalks and handicapped ramps immediately adjacent to and around the entire building by sweeping and picking up trash daily, this includes removing conspicuous trash from driveway, parking lot and all landscaped areas.

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WEEKLY DUTIES:

1. Remove spider webs, dirt dauber and wasp nests from building exterior and over hangs.

C.7.2 NIGHTLY SERVICES

Nightly janitorial services shall be accomplished between the hours of 5:30 p.m. and 10:30 p.m., Monday through Friday, excluding State observed holidays.

OFFICE AREAS:

1. Gather/empty trash (paper and cardboard) and recyclable materials, and place them in the proper outside receptacles/bins;
2. Spot clean or vacuum carpeted areas as needed to remove loose dirt or stains;
3. Properly arrange chairs in offices after cleaning is completed; and

RESTROOMS, LOUNGES, BREAKROOMS, LOBBIES AND OTHER PUBLIC AREAS

1. Remove and dispose of waste from all receptacles and dump recycling into recycling containers;
2. Clean, sanitize, and polish all fixtures, basins, dispensers, and chrome fittings;
3. Clean mirrors and frames;
4. Clean and sanitize toilet bowls, toilet seats, urinals, and napkin receptacles;
5. Refill all dispensers (hand towels, toilet tissue, toilet seat covers and hand soap) from building stock;
6. If provided, replace deodorant blocks in urinals as needed;
7. Wet-mop floors with disinfectant cleaner;
8. Spot vacuum all carpeted areas and spot clean to remove stains;
9. Clean and remove fingerprints from solid doors, light switch plates, and walls;
10. Wipe down and polish door hardware;
11. Clean entrance and vicinity glass both inside and outside;
12. Clean door tracts and thresholds;
13. Dust or sanitize table and counter top surfaces, taking into consideration the surface type; and
14. Wash and sterilize all drinking fountains.

C.7.3 FLOOR MAINTENANCE**DAILY:**

1. Sweep or vacuum all entrances, concrete floors, supply rooms and handicapped ramps daily; and
2. Thoroughly dust mop and damp mop all Vinyl Composite Tile (VCT), Luxury Vinyl Tile (LVT), and tile floors daily. All LVT floors shall be mopped only using solutions approved by the flooring manufacturer, Shaw..

QUARTERLY:

1. Clean all baseboards and cove base quarterly.

C.7.4 GLASS CLEANING – full height of the glass**WEEKLY:**

1. Clean both sides of all office partition glass weekly; and
2. Clean both sides of all store front doors and side glasses at all entry/exit locations weekly.

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C.7.5 PERIODIC UTILITY WORK

WEEKLY:

1. Receptacle liners are to be changed as necessary but not less than once weekly;
2. Spot clean marks and fingerprints from walls and door frames weekly;
3. Dust all window sills and chair rail molding, where applicable, weekly; and
4. Dust all ornamental wall decorations, pictures, charts, chalkboards, and white boards weekly.

MONTHLY:

1. Damp-clean doors, door frames, and corner posts within the first week of each month;
2. Clean all electric plates within the first week of each month;
3. Damp-clean desk chair pads within the first week of each month;
4. Dust all window blinds within the first week of each month;
5. Dust overhead hanging light fixtures within the first week of each month; and
6. Dust of tops of workstation partitions and restroom partitions throughout the building.

C.7.6 VALUE ADDED SERVICES (PRICED SEPARATELY ON COST SHEET) – Scheduled with Building Manager and invoices separately based on pricing provided on cost sheet.

1. Strip and wax all VCT floors. (Bi-Annual)
2. All carpet is to be steam cleaned using a truck mounted cleaning system. (Bi-Annual)
3. All ceramic tile floors and grouts must be steam cleaned. (Bi-Annual)

C.7.7 ADDITIONAL RESPONSIBILITIES

1. Contractor shall supply photo identification to be visibly worn by janitorial personnel at all times while on the agency premises.
2. Contractor shall provide a log-in sheet which shall be posted in the janitorial closet at all times. The janitorial supervisor and janitorial staff shall log-in, by name, indicating time in and out on a daily basis.
3. Contractor's personnel will not be allowed to bring any items (other than job-related items) into the building.
4. Unauthorized persons will not be permitted onto DEO premises. This includes unauthorized personnel, as well as friends, children or any other relatives of authorized personnel.
5. Contractor's personnel will not provide access into the building to anyone.
6. The janitorial supervisor shall meet with the DEO Facilities Manager during the second week of each month and additionally as requested.
7. Contractor is responsible for furnishing all equipment and supplies necessary to comply with the resulting Contract. All equipment and supplies shall be of good commercial quality acceptable in the janitorial profession and acceptable to DEO.
8. Material Safety Data Sheets for all chemicals used in the facility are required to be readily available to all janitorial personnel, and to be supplied to the DEO Facilities Manager by the Contractor.
9. Only required cleaning supplies and equipment may be stored on the premises as space permits. Contractor is solely responsible for security of supplies and equipment. DEO is not responsible for loss or theft of, or damage to, equipment or supplies.
10. Janitorial closet and supply cabinet must be maintained in a clean and orderly manner at all times. All janitorial supply boxes must be broken down and neatly stacked in the designated area of the receiving bay.

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11. Internal doors in most cases have a proxy reader, your Sonitrol security badge should grant you access. If not, please check with the DEO Building Manager to make sure that the access level is correct.
12. All exterior doors shall be locked and not propped open while work is being performed.
13. All lights, except night lights, are to be shut off upon completion of work.
14. All work performed under this contract shall be performed by the company and its employees, and cannot be sub-contracted to any other parties.
15. Contractor's personnel must be bonded for fidelity.

C.7.8 CLEANING PRODUCTS AND EQUIPMENT

Contractor is responsible for all equipment and supplies needed for cleaning and servicing the facilities. Equipment and supplies shall be of good commercial quality acceptable in the janitorial profession and acceptable to DEO. The supplies include but are not limited to: two-ply toilet paper, sanitary seat covers, paper towels, garbage bags, waste/trash bags, vacuum cleaner bags, disinfectant, floor cleaning products, hand soap and sanitizers, deodorizers and toilet cleaning products.

The estimated monthly consumption for supplies (not including other cleaning products and equipment/supplies necessary for work described herein) is as follows:

- | | |
|----------------------------------|--|
| • Large roll paper towels | 6 cases of 12 jumbo rolls/month |
| • Toilet tissue | 6 cases of 12 jumbo rolls/month |
| • Seat covers | 2 cases/month |
| • Pink lotion soap | 2 cases/month (case = 4 gallons) |
| • Small trash can liners 24 X 33 | 2 cases/month (case = 1000/case) |
| • Large trash can liners 40 x 48 | 2 cases/month (case = 55 gal 200/case) |
| • Urinal pads for the floors | 15 pads/month |
| • Air deodorizers | 32 cans/month |
| • Sanitary wax liners | 1 case 500 liners/month |

C.7.9 OTHER

1. The DEO Facilities Manager may, on occasion, request service to be scheduled at times other than those normally scheduled by the Contractor. Notice of schedule change will be provided to the Contractor by the DEO Facilities Manager or DEO Maintenance Supervisor at least 48 hours in advance.
2. This contract can be amended as required by either party, with the approval of both parties, at any time during the term of the contract.
3. Janitorial staff shall report building problems to DEO's Facilities Manager, Building Manager or Maintenance Mechanic.
4. Contractor shall maintain comprehensive automobile liability insurance coverage with limits of \$100,000 combined single limit during the life of the contract.

C.7.10 EMERGENCY/BUILDING AND MAINTENANCE PROBLEMS

1. The onsite DEO Building Manager that will be called for any emergency or maintenance issues will be Mr. Charles Coe, Desk: 813-930-7485; Cell: 813-410-1099. If an emergency, 911 should be the first call made, then followed up with Building Manager.

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C.7.11 Corrective Action Plan

If the vendor fails to provide the services defined herein, the DEO Building Manager or designee will contact the Contractor's Contract Manager to establish a Corrective Action Plan (CAP) through email and/or a site-visit. This CAP will include a cure time and the issues in which to be remedied. If the issues are not remedied during the cure time a financial consequence will be applied in accordance with section C.6.

C.8 DEO's Responsibilities

The DEO Building Manager will be the main point of contact during the life of the Contract and will be responsible for providing oversight of the work being performed. In addition, the DEO's Contract Manager will review and approve all invoices submitted.

1. DEO will assign a Facilities Manager, Building Manager and/or Contract Manager to monitor the services that will be provided by the Contractor in accordance with Section C.7, Contractor's Responsibilities, to ensure that the terms of the Contract are met. If the services are not provided in accordance with Section C.7, DEO may invoke the provisions of Section C.9, Financial Consequences for Failure to Timely and Satisfactorily Perform.
2. Pay the selected contractor based on the price/rate mutually agreed between the Contractor and DEO.
3. Cooperate with Contractor to resolve technical problems and develop solutions mutually acceptable to DEO, Contractor, and other parties as necessary, to help maintain Contractor's compliance with the requirements of this Contract.
4. The Department will approve or reject within seventy-two (72) hours proposed Janitorial Staff submitted by the Contractor based on FDLE Level One (1), or equivalent, background check information.
5. The DEO Building Manager will provide the required building card keys and security codes to Contractor for access to the building complex to provide services.
6. DEO will process the invoices that are received in accordance with Section C.3, Method of Payment.
7. The DEO assigned Building Manager, Contract Manager, and/or designee will complete a weekly Performance Inspection Checklist.

C.9 Financial Consequences for Failure to Timely and Satisfactorily Perform

Failure to complete the deliverables in accordance with the requirements of this Contract, and in particular, as specified in Section C.7 Contractor's Responsibilities of this Scope of Work will result in substantial injury to DEO and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, it is hereby agreed that if the services/items are not timely and satisfactorily performed, and the parties agree to a corrective action plan, but Contractor then fails to comply with the approved corrective action plan, Contractor(s) may be assessed Financial Consequences as specified in Section C.6

If Contractor has only one instance of failure to timely and satisfactorily complies with an approved corrective action plan, then DEO, in DEO's sole and absolute discretion, may grant a one-time waiver when Contractor complies with the corrective action plan.

This provision for financial consequences shall in no manner affect DEO's right to terminate the Contract as provided elsewhere in DEO's Core Contract.

C.10 Liquidated Damages upon Contract Termination

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DEO is entitled to completion of the services/items within the schedules fixed in Section C Scope of Work, hereof or within such further time, if any, as may be allowed in accordance with the provisions of the Contract. In the event of termination of the Contract by DEO for cause, Contractor shall be liable to DEO for \$1,000 dollars for each calendar day after termination, up to 60 days, for DEO's expenses for additional managerial and administrative services required to complete or obtain the services/items from another contractor. Liquidated damages for this period of time, is in addition to the financial consequences assessed (as provided for in Section C.9) prior to termination. This liquidated damage provision addresses only the cost to DEO for re-procurement of these services and does not limit DEO's ability to pursue other damages it incurs as a result of Contractor's breach. In addition, if there is any termination for cause, DEO may withhold payment for any work performed that did not result in the completion of the scope of work and may assess additional damages in an amount equal to any cost incurred by DEO due to contractor failure.

C.11 Notification of Instances of Fraud

Incidents of Contractor's operational fraud or criminal activities shall be reported to DEO's Contract Manager within twenty-four (24) chronological hours.

C.12 Confidentiality and Safeguarding Information

The Contractor may have access to confidential information during the course of performing these services/items described in this ITB. The Contractor must implement procedures to ensure protection and confidentiality of data, files and records involved with this Contract. All Contractor personnel assigned to this project must sign a confidentiality statement which will be provided by DEO upon awarding the services/items described in this ITB. The Contractor's confidentiality procedures must be approved by DEO and must comply with all State and Federal confidentiality requirements, including but not limited to sections 443.171(5) and 443.1715(1), Florida Statutes, and 20 C.F.R. part 603 and all Contractor employees will be appropriately screened in a manner comparable to sections 435.03 and 435.04, Florida Statutes.

C.13 Change of Ownership

If a change of ownership of the company is anticipated during the twelve (12) months following the ITB bid due date, the Contractor must describe the circumstances of such change and indicate when the change is likely to occur.

C.14 Errors and Omissions Insurance

Contractor shall obtain and keep in force during the life of the Contract Errors and Omissions Insurance which shall indemnify and pay on behalf of Contractor for direct loss which may be incurred due to human error, computer error, machine error, or equipment problems, whether caused by negligence, error, omission or mistake by Contractor, subcontractor, any employee, officer or agents thereof. DEO shall be named as the additional insured. Errors and Omissions Insurance coverage shall not limit any liabilities or any other obligations that Contractor has under the Contract.

C.15 Performance Bond

No performance bond is required for the Contract.

SECTION D
DEO's VENDOR CORE CONTRACT

The proposed contract language contained in DEO's Vendor Core Contract should be reviewed by all Respondents. In responding to DEO solicitation 20-ITB-003-WM, Respondent agrees to accept the terms and conditions of DEO's Vendor Core Contract. Respondent has read and understands these Contract terms and conditions, and the submission is made in conformance with those terms and conditions.

DEO reserves the right to make modifications to this Contract if it is deemed to be in the best interest of DEO or the State of Florida.

DEO Vendor Core Contract is attached by separate document and incorporated by reference within this solicitation

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**ATTACHMENT A
REFERENCE FORM**

Respondent's Name: _____

The Respondent must list three (3) separate and verifiable clients, other than DEO, for which work similar to that specified in this solicitation has been performed for a period of at least five (5) year(s). Any information not submitted on this Attachment A shall not be considered. **The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). DEO shall choose two (2), clients at its discretion to contact. Confidential clients shall not be included. **DO NOT LIST DEO WORK ON THIS FORM.** (Please provide at least two (2) Contact Names for each client.)

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work and Number of square footage:	
Service Dates:	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work and Number of square footage:	
Service Dates:	To
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work and Number of square footage:	
Service Dates:	To
Approximate Contract Value:	\$

*Authorized Representative's Signature

*Typed Name and Title of Authorized Representative

*This individual must have the authority to bind the respondent

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**ATTACHMENT B
COST RESPONSE
BUILDING LOCATION: OAKLAND PARK COMPLEX**

DELIVERABLE	SERVICE PERIOD	MONTHLY COST	ANNUAL COST
Janitorial Services - Year 1	Monthly - Recurring	\$ -	\$ -
Janitorial Services - Year 2	Monthly - Recurring	\$ -	\$ -
Janitorial Services - Year 3	Monthly - Recurring	\$ -	\$ -
Total Cost for Original Contract Term			\$ -

DELIVERABLE	SERVICE PERIOD	MONTHLY COST	ANNUAL COST
Janitorial Services - Renewal Year 1	Monthly - Recurring	\$ -	\$ -
Total Cost for Renewal Year 1			\$ -

DELIVERABLE	SERVICE PERIOD	MONTHLY COST	ANNUAL COST
Janitorial Services - Renewal Year 2	Monthly - Recurring	\$ -	\$ -
Total Cost for Renewal Year 2			\$ -

DELIVERABLE	SERVICE PERIOD	MONTHLY COST	ANNUAL COST
Janitorial Services - Renewal Year 3	Monthly - Recurring	\$ -	\$ -
Total Cost for Renewal Year 3			\$ -

INFORMATIONAL/VALUE ADDED PRICING			
Price Per Square Foot	Building Square Foot	\$	-
Hourly Rate for Day Porter	Hourly Rate	\$	

Total of Original 36-month Term	\$ -
Total of Renewal Year 1	\$ -
Total of Renewal Year 2	\$ -
Total of Renewal Year 3	\$ -

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GRAND TOTAL \$ _____ -
(Original 36-month Term + Renewal Years 1-3)

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

- Remainder of Page Intentionally Left Blank -

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**ATTACHMENT C
DRUG FREE WORKPLACE CERTIFICATION**

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of performance on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the business of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
- 5) For any employee who is convicted or pleads to a violation of chapter 893, Florida Statutes, impose a sanction on the employee, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent Name: _____

Date: _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

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**ATTACHMENT D
DISCLOSURE STATEMENT
CONFLICT OF INTEREST DISCLOSURE**

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of DEO, the State of Florida, or any of its Agencies. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of DEO, or other person, who has received or will receive compensation of any kind to seek to influence the actions of DEO in connection with this procurement, or who has registered or is required to register under section 112.3215, Florida Statutes in connection with this procurement.

The following persons are officers, directors, employees, or agents of Respondent's firm **and** state officers or employees:

_____	_____
_____	_____

The following persons are state officers or employees who own, directly or indirectly, more than a 5% interest in the Respondent's firm:

_____	_____
_____	_____

The following persons have sought to influence DEO in this procurement on behalf of the Respondent:

_____	_____
_____	_____

The Respondent has no interest to disclose and has had no person seeking to influence DEO in connection with this procurement.

Respondent Name: _____ **Date:** _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

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**ATTACHMENT E
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
CONTRACTS/SUBCONTRACTS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987, Federal Register (52 Fed. Reg., pages 20360-20369).

INSTRUCTIONS

1. Each provider whose Contract/subcontract equals or exceeds \$25,000 in federal monies must sign this certification prior to execution of each Contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the Contract amount. The Department of Economic Opportunity cannot Contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this Contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the Contract manager at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "ineligible," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Contract manager for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this Contract/subcontract, whose payment will equal or exceed \$25,000 in federal monies, to submit a signed copy of this certification.
7. The Department of Economic Opportunity may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the Contract manager's Contract file. Subcontractor's certifications must be kept at the contractor's business location.

CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract/subcontract by any federal department or agency.

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(2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

Respondent Name: _____

Date: _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

**ATTACHMENT F
CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Respondent Name: _____

Date: _____

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

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**ATTACHMENT G
EVALUATION OF PAST PERFORMANCE**

Respondent's Name _____

Respondent's Reference Name _____

Person Interviewed _____

Interviewed By _____

Date of Interview _____

The following questions will be asked of the client reference chosen at the discretion of DEO:

1. Briefly describe the work the contractor performed for your company.

2. How well did the contractor adhere to the agreed upon schedule?

Please choose one of the following: Excellent; Above Satisfactory; Satisfactory; Fair; Poor

3. How would you rate the contractor's quality of work?

Please choose one of the following: Excellent; Above Satisfactory; Satisfactory; Fair; Poor

4. How would you rate the contractor's use of adequate personnel in quantity, experience and profession?

Please choose one of the following: Excellent; Above Satisfactory; Satisfactory; Fair; Poor

5. How would you rate the contractor's use of appropriate equipment and methods?

Please choose one of the following: Excellent; Above Satisfactory; Satisfactory; Fair; Poor

Reference's Signature _____ Date _____

**ATTACHMENT H
BID PACKAGE CHECKLIST**

To ensure that your bid can be accepted, please be sure the following items are completed and enclosed. This checklist is provided merely for the convenience of the Respondent and may not be relied upon in lieu of the instructions or requirements of this solicitation. If a Respondent fails to submit all completed documentation with its bid, DEO reserves the right, but has no duty, to contact the Respondent by telephone for submission of this document via email. This right may be exercised when the bid has met all other requirements of the solicitation.

Check off each of the following:

___1. The DEO Solicitation Acknowledgement Form has been completed, manually signed, and enclosed in the original bid.

In the event that Respondents submit a bid as a joint venture, each member of the joint venture must complete and sign a separate Solicitation Acknowledgement Form.

___2. The Reference Form (Attachment A) has been completed with three references as required in solicitation and enclosed in the bid.

___3. The Solicitation Cost Sheet (Attachment B) has been completed, reviewed for accuracy, signed by authorized representative, and enclosed in the bid. The authorized representative must have the authority to bind the Respondent.

___4. The Drug Free Workplace Certification (Attachment C), Disclosure Form (Attachment D), Debarment Form (Attachment E), Lobbying Form (Attachment F), and the In-State Preference Form (Attachment) have been read, completed, signed, and enclosed in the original bid, if applicable.

___5. The Certified Minority Business Enterprise Certificate (CMBE) has been enclosed in the bid, if applicable.

___6. The Respondent's bid addresses the State's four (4) objective State Project Plans to support, to the extent applicable to the items/services covered by this solicitation: Environmental Considerations, Drug Free Workplace, Use of Respect; and Use of PRIDE.

___7. The Scope of Work, Section C has been thoroughly reviewed for compliance to the solicitation requirements.

___8. The www.myflorida.com website has been checked and any Addenda posted have been reviewed.

___9. The original bid must be received, at the location specified, prior to the Bid Opening Date and Time designated in the Invitation to Bid Document.

___10. One (1) original signed and sealed bid package marked "Original", two (2) copy of the signed original marked "Copy", one (1) electronic copy of the signed and sealed bid package (on compact disc), and one (1) original, signed **Redacted** sealed bid package electronic copy (on compact disc) must be submitted to DEO in accordance with Section B.6.

___11. On the lower left hand corner of the envelope transmitting your original bid, write in the following information:

Solicitation Number: **20-ITB-003-WM**

Title: **Janitorial Services Tampa**

Bid Opening Date & Time: **02/19/2020 @ 3:00 PM**

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ATTACHMENT I

QUESTIONS SUBMITTAL FORM

Respondents shall complete this form based on their questions relating to this ITB. The completed form shall be submitted in accordance with the instructions provided in Section B.9 and must be submitted in a Microsoft Word file format. This form may be expanded as needed to facilitate response to this requirement.

Respondent's Name: _____

Respondent Question Number*	ITB Page Number, Section Number, Subsection Reference*	Question*
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

*Add rows as necessary.

***Authorized Representative's Signature**

***Typed Name and Title of Authorized Representative**

***This individual must have the authority to bind the respondent.**

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**ATTACHMENT K
PRINCIPLE PLACE OF BUSINESS AND FOREIGN STATE PREFERENCE FORM**

For Invitation-to-Bid-Commodity

Bid Number: _____

Title: _____

Pursuant to Section 287.084, Florida Statutes, relating to the Florida-based business preference, effective July 1, 2012:

In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

Note: The Vendor is required to complete and submit this form with their bid to be considered for this preference.

Vendor Name: _____

Vendor ID: _____

The Vendor (does _____) (does not _____) have a principal place of business located in the State of Florida.

If so, please provide an address:

Note: A vendor whose principal place of business is outside this state of Florida must accompany any written bid documents with a written opinion of an attorney of law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

Authorized Signature: _____

Title: _____

Date: _____