

State of Florida
Department of Transportation
District Two Procurement Office
1109 South Marion Avenue
Lake City, Florida 32025-5874

INVITATION TO BID REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP

FAX TO (386) 758-3791 OR E-MAIL TO Darlene Sawyer, email darlene.sawyer@dot.state.fl.us

Bid Number: ITB-DOT-16/17-2380-DS

Title: Janitorial Services for Lake Jeffery Office Complex

Bid Due Date & Time (On or Before): Monday, June 5, 2017 @ 2:00 PM

Potential bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (386) 758-3791, or e-mail to **Darlene Sawyer, email darlene.sawyer@dot.state.fl.us**

THE INVITATION TO BID DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System at www.myflorida.com, under this bid number (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements", click on the drop-down arrow beside the box under Advertisement Type, select Competitive Solicitation, click on the drop-down arrow beside the box under Agency, select DEPARTMENT OF TRANSPORTATION, then go to the bottom of the same page and click on Advertisement Search. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: (____) _____ Fax Number: (____) _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, e-mail or telephone: Darlene Sawyer at darlene.sawyer@dot.state.fl.us or Phone (386) 961-7732

EXHIBIT "A"

SCOPE OF SERVICES

I. OBJECTIVE

The performance of janitorial services for the Lake Jeffery Office Complex.

II. PROJECT LOCATION AND BUILDING DESCRIPTION

The Lake Jeffery Office Complex is located at 710 NW Lake Jeffery Road, Lake City, FL and consists of the Administration Building, the Warehouse, the Shop Offices and Locker Room, the Maintenance Supervisors Building, Auditorium, Crew Rest Rooms, Fuel Station Rest Rooms, District Location Office, District Centerline Office, Bridge Supervisors Office, Radio Office, and Motor Carrier Compliance. The Maintenance Office Complex is comprised of One two-story building, and ten one-story buildings with approximately 56,812 sq. ft. (Areas are measured in gross square footage and are to be used for reference purposes only.) The Lake Jeffery Office Complex is comprised of, but not limited to, hard wall and modular offices, office furniture, common areas, hallways, conference rooms, bathrooms, mechanical rooms, break rooms and other interior and exterior areas. Horizontal and vertical surfaces are of various types, styles and materials such as, but not limited to: carpeting, vinyl, ceramic and porcelain tile, laminates, metal, wood, concrete, fabric, and painted surfaces.

III. CONTRACT TERMS

Services to be performed under this agreement shall commence July 1, 2017 and shall be completed by June 30, 2018. Renewal of the contract shall be in writing and shall be at the same price, terms and conditions set forth in the initial contract. This contract may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department.

IV. HOURS OF OPERATION:

The Department's normal hours of business are from 7:00 a.m. to 5:30 p.m., Monday through Friday, except for State Holidays (as defined in Section 110.117, Florida Statutes). All janitorial services shall begin at 5:00 p.m., with all lights out by no later than 10:30 p.m. Monday through Thursday. Any changes to this agreement must be authorized by the Project Manager.

The following are the state holidays for which no services will be required: New Year's Day, Dr. Martin Luther King's Birthday (third Monday in January), Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, and Christmas Day.

The Vendor shall submit its work schedule to the Department's Project Manager, in writing, at the Pre-Work Conference. The work schedule must show specific dates for all periodic services. The scheduled service days shall not be changed Without prior coordination with the Project Manager. The Vendor shall perform all weekly requirements within the first week of the contract.

V. MINIMUM QUALIFICATIONS:

The Vendor shall maintain and keep in force throughout the term of this contract agreement, renewals and modifications, the requirements specified below. Failure of the Vendor to comply with these requirements will be sufficient grounds for the Department to declare the Vendor in default and may be subject to termination of this contract.

A. The Vendor shall be properly licensed to do business within Columbia County, Florida, and within the State of Florida as referenced in Section 8.1 and 8.2 of the Special Conditions. The Vendor shall be insured to provide the type of services being requested by the Department.

B. The Department's Project manager shall have final approval for all personnel assigned to this project. The Vendor will conduct and provide the Department with copies of criminal background checks for all employees of the contract prior to the contract begin date and prior to new employees being hired to work on this contract. Copies shall also be provided when requested by the Department throughout the term of the contract.

At any time during the term of the contract, the Department's Project Manager may have the Vendor conduct additional checks on approved employees. The Vendor shall pay for all costs associated with this task.

The Vendor shall only request approval for persons who are free of convictions from theft and/or dishonesty related crimes and can be trusted to work in a building where security is vital.

The Department's Project Manager reserves the right to reject any proposed employee being recommended by the Vendor. If the Department elects to reject a proposed employee, the Vendor shall submit a replacement proposal for that position. The Vendor shall provide resumes or profile information for each proposed janitorial employee that shall include relevant work experience, and references with contact names, phone numbers and street addresses of those references.

D. The Vendor shall assign an on-site supervisor for the crew for this contract. The assigned supervisor shall not have assigned major cleaning tasks other than to supervise and assist the janitorial crew. A point of contact and a daytime telephone number shall be provided in writing to the Department's Project Manager prior to the start of this contract. The supervisor is required to be on-site for the entire period of time workers are present at the Lake Jeffery Office Complex.

1. Proposed supervisor(s) must meet the following minimum qualifications:

- a. Speak, read and write in a clear and understandable English language (the Department's Project Manager must be able to clearly communicate with all Supervisor(s) and employees assigned to this project).
- b. Worked as a janitorial supervisor consecutively for the past two (2) years in a commercial or government office facility of 15,000.00 sq. feet or more.

- c. Have performed supervisory duties as described within this Scope of Services.
 - d. Operated and provided training on proper cleaning techniques, how to operate equipment and work with cleaning chemicals.
2. Proposed janitorial employees must be able to speak in a clear and understandable English language and shall have worked in the commercial janitorial industry for a minimum of one (1) year within the past two (2) years.

E. Training: It is the Department's intent to have only trained, qualified and experienced employees assigned to this project. The Vendor shall provide to the Project Manager at the Pre-Work Conference the type of training program(s) they will use to assure all proposed staff is fully trained. Such training should include, but not limited to, the following: orientation, classroom, audiovisual, and seminars along with identifying how staff will retain training.

1. Training should include, but not limited to, the following elements:
 - First aid, safety and health
 - Supervision
 - Orientation
 - Performance efficiencies
 - Demonstration of how to properly operate and use equipment and chemicals (hands-on)
 - Review of expectations and performance standards
 - Material Safety Data Sheet (MSDS)
 - Occupational Safety and Health Act (OSHA)
 - Janitorial industry standards
 - Personal protection equipment

VI. FACILITY REGULATIONS

The Vendor agrees that none of its personnel shall enter any restricted areas, which includes locked offices, air handler, and telephone and battery storage rooms. The on-site supervisor will ensure that all exterior and select interior doors remain locked during performance of the work performed under this contract. At no time will Vendor personnel allow persons not employed by the Vendor to work on this contract to enter the facility for any reason. Smoking is not allowed in the buildings, and neither alcohol nor illegal drugs may be brought on to the premises.

Vendor personnel will not use the Department's equipment, computers, fax machines, copiers, telephones, or the personal items owned by the Department's employees. NOTE: In the event of a medical or fire emergency, vendor personnel may use any of the Department's telephones.

Vendor shall provide a copy of their company's policies and procedures pertaining to discrimination, sexual harassment and violence in the workplace. All Vendor personnel shall adhere to those policies and procedures.

The Project Manager may require the Vendor to refrain from assigning any employee to work on this contract for any reason determined to be in the best interest of the Department.

VII. SERVICES TO BE PROVIDED BY THE VENDOR

The Vendor shall furnish all labor, cleaning products, equipment, tools, transportation, and supplies required to perform the following services. All references to approved cleaning products require approval by the Project Manager prior to use within the facility to include filing a Material Safety Data Sheet (MSDS) (2 copies) for each such cleaning product with the Project Manager. One copy of each cleaning product's MSDS sheet will be kept in a designated area, accessible to all vendor personnel. Vendor shall assist vendor personnel in understanding the information provided by the MSDS).

DAILY MAINTENANCE OF ALL SITES:

General:

1. Clean and sanitize all drinking fountains.
2. Keep janitor closets clean and orderly.
3. Spot clean walls and doors inside & outside.
4. Pick up trash outside from around building and parking lots.
5. Sweep sidewalks and porches around building at entrances.
6. Empty trash cans and cigarette urns outside around buildings.
7. Clean all entrance Floor Mats.

Office Areas (Inside Office areas, Inside Shop Office):

- A. Nightly Services (Monday through Thursday)
 1. Empty all trash receptacles and remove trash to a designated point in the building.
 2. Vacuum clean all carpeted areas; spot clean as needed.
 3. Damp mop all tile floor; spot clean as needed.
 4. Dust furniture, including filing cabinets, tables, and desks.
 5. Dust sills and ledges.

Restrooms (Inside Office areas, inside Shop Office, outside Crew restrooms):

- A. Nightly Services (Monday through Friday)
 1. Clean and sanitize fixtures, wash basins, all dispensers, and chrome fittings.
 2. Clean mirrors and frames.
 3. Sanitize toilets, toilet seats and urinals.
 4. Check and refill all dispensers (towels, tissue, seat covers, sanitizer & hand soap).
 5. Wet mop all floors with disinfectant cleaner.
 6. Damp clean walls and partition walls.
 7. Check and refill all air freshener dispensers.

Breakroom Areas:

- A. Nightly Services (Monday through Friday)
 1. Wet mop all floors with disinfectant cleaner.

2. Remove spots from floors in eating area.
3. Remove all trash.
4. Clean surfaces of all vending machines appliances, interiors of microwave ovens, coffee pots and carafes.
5. Clean tables, counters and chairs, and trash receptacles.
6. Clean and sanitize sinks.
7. Check and refill all dispensers (towels, hand sanitizer and soap).

Lobby:

A. Nightly Service

1. Damp mop all tile floor; spot clean as needed.
2. Clean windows and doors both inside and out so that there are no streaks and they are free of dirt and stains.
3. Clean all entrance Floor Mats.
4. Check and refill Hand sanitizer dispensers.

Conference Rooms/Training Room:

A. Nightly Services

1. Vacuum all carpets, spot clean as needed.
2. Remove all trash.
3. Clean tables and arrange chairs around tables in an orderly manner.

SCHEDULED PERIODIC SERVICES:

The Vendor shall coordinate with the Project Manager for scheduling of the Quarterly and Bi-Annual services.

Weekly Requirements:

- Clean & Shine non-carpeted Floors, Including touch up waxed areas on floors
- Spot Clean carpet areas as needed.
- Sweep and damp mop all stairways.

Quarterly Services:

- Remove all furniture, strip, scrub, buff and wax all tiled and vinyl flooring areas.
- Dust all building mini-blinds.
- Clean all air conditioner vents.
- Clean windows both inside and out so that there are no streaks and windows are free of dirt and stains.
- Pressure washes the entryways and associated sidewalks.

Bi-Annual Services:

- Clean all light fixtures both internally and externally.
- Steam clean and shampoo all carpeted areas.
 - 1st Floor July and January (admin Building)
 - 2nd Floor August and February (admin Building)
 - All other areas September and March

VIII. ADDITIONAL SPECIFICATIONS:

1. Cleaning chemicals and buffers used shall not damage chrome finishes, tile areas, countertops, restroom fixtures, and carpet. Material Safety Data Sheet (MSDS) literature (2 copies) will be supplied to the Project Manager upon initial use of all chemicals, and whenever the MSDS literature is updated, or when replacement chemicals are used.
2. All equipment and cleaning materials are to be supplied by the Vendor and are subject to approval by the Project Manager. All cleaning materials and chemicals shall be kept in their original containers. If additional containers are kept on-site, those containers shall be clearly marked in accordance with OSHA standards. Cleaning solvents will only be diluted in accordance with manufacturer specifications.
3. Vendor shall report any defective or broken building equipment, furniture, or fixtures, any unlocked doors, stains not removable by normal cleaning methods, and any unusual events to the on-site supervisor, the Vendor and/or the Department's Project Manager.
4. All Vendor personnel are required to wear a uniform that includes the Vendor's name.
5. All Vendor personnel are required to wear in plain view, a picture ID, listing their name, and the Vendor's logo, at all times while on the premises.
6. The Vendor shall be required to obtain and maintain at all times, all required licenses, insurance, and bonding requirements contained herein. Failure to maintain all the above may result in immediate termination of the contract.

IX. OTHER SERVICES:

Every area and item to be cleaned in the facility is not specifically listed in the specifications contained herein. Where areas/items have been omitted, standard industry cleaning practices as defined by the Project Manager will be used to clean the facility under the terms and conditions of this contract. Any questions Regarding this matter should be addressed to the Project Manager before a proposal for these services is submitted.

X. SUPPLIES:

Vendor shall furnish all paper products, cleaning supplies, equipment; liners, hand soap, etc., and may only use such products as approved by the Project Manager.

Environmentally sensitive cleaning products shall be used where available. Vendor shall use supplies of a quality that meets office facility industry standards. Equipment, supplies and materials shall be approved prior to use by the Project Manager and stored in a clean, neat and safe manner within designated areas within the facility.

Vendor shall submit a list of all cleaning chemicals, with MSDS literature, at the Pre-Work Conference. Label data must be transferred to smaller containers and spray bottles to ensure personnel safety and proper use, per 29 CFR 1910.1200.

The Vendor shall use only nationally recognized brands of cleaning supplies, in accordance with the manufacturers' instructions. Germicidal disinfectants shall

Be certified, EPA registered, hospital-strength quaternary ammonium-type disinfectant effective against the HIV and TB viruses. Vendor shall use a non-toxic neutral all-purpose cleaner. Vendor shall not use sodium hydrochloride (bleach), abrasive cleaners or other acids, except phosphoric acid cleaner, which shall be used only when necessary and approved by the Project Manager. All other cleaners shall be industry-standard products, with non-flammable and low toxicity. No flammable products, including gasoline, shall be stored in the facility.

The Vendor shall use only the products listed below. Substitutions/alternatives may be allowed only with written approval the Project Manager.

Item	Specification	Brand/Manufacturer
Toilet Paper	Envision 2-Ply White Tissue in 550 4.5" x 4.05" Sheet Rolls Mfg. No. 19880	Georgia Pacific or supply approved by the Department
Toilet Seat Covers	Safe-T-Gard™ 1/2-Fold Seat covers Mfg. No. 47046	Georgia Pacific or supply approved by the Department
Paper Towels	Envision Brown 1-Ply Single fold Towels Mfg. No. 23504	Georgia Pacific or supply approved by the Department
Paper Towels	Envision Brown 1-Ply Multifold Towels Mfg. No. 23304	Georgia Pacific or supply approved by the Department
Dispenser Liquid Soap	Pink Lotion Cream Soap	GoJo or supply approved by the Department
Can Liners	Linear Low Density, Gusset Type in the following sizes: - 22X14X60 - 24X24 - 16X14X37	Supply approved by the Department
Dispenser Foam Soap	Berry, Luxury Foam Hand Soap 2000 ml	GoJo or supply approved by the Department
Hand Sanitizer	Instant Hand Sanitizer, clear, 2000 ml	Purell or supply approved by the Department
Air Freshener	Time Mist 30 day metered air system refill – French Kiss scent	Waterbury Companies, Inc., or supply approved by the Department

Vendor shall submit samples to the Project Manager of cleaning supplies for prior approval if intending to use other than the items listed.

- **Minimum Inventory:** Vendor shall maintain a minimum inventory **Equal to a two (2) weeks stock of these supplies on site at all times.**

1. **Supervision.** Vendor's on-site supervisor must be available by appointment between the hours of 4:00 p.m. and 5:00 p.m., Monday through Friday, to inspect the facility with the Project Manager and to handle special problems when required.

XI. LOSS OR DAMAGE:

Any damage or loss to the facility or the personal property owned by the Department's employees, caused by Vendor's employees, will be the responsibility of the Vendor to repair or replace in a timely fashion, or the Department will perform the repairs and/or deduct the cost for the repair/replacement from the Monthly payment due the Vendor. All repairs are subject to the Department's approval.

The Department shall not bear the risk of any loss; Vendor shall be responsible for any loss or theft of any items and equipment, public or private, which are left in the workplace or any of its employees or agents conduct, negligence or inattention.

XII. SECURITY:

The Vendor shall uphold strict security at all times and shall keep all doors locked. Any penalty levied against the Department for false alarms caused by Vendor's employees shall be deducted from the monthly payment to Vendor. Upon entering and exiting the facility, Vendor's employees are to sign in and sign out of the facility in the designated logbook maintained by the on-site supervisor.

- **Employee to Buildings Access:** The on-site supervisor shall have direct access to the facility and will be provided with sufficient key/card access to perform the required work under this contract. Vendor's employees shall be responsible for securing all doors when work has been completed. Only authorized Vendor employees and sub-Vendors are allowed on premises. Each individual employee will be required to sign in and out of the facility. Under no circumstances will any employee enter times for another employee.
- **Uniforms:** All Vendor personnel shall at all times present a neat and professional appearance and wear neat and clean uniforms. Vendor shall supply all employees with photo identification and uniforms (i.e. shirt, smock, etc.) that must be worn at all times while on premises. The company name will be identified on uniforms.
- **Identification:** Vendor shall submit a list of employees with the required background checks as stated, and a photocopy of a valid picture I.D. to the Project Manager prior to commencement of contract services and as new employees are hired during the term of the contract. I.D. badges shall show company name, employee name and a photo of the employee. I.D. badges must be worn at all times while performing under this contract.

XIII. PERFORMANCE STANDARDS

A. After completion of each scheduled service the entire building shall present a clean uniform appearance. If any irregularities are noted, the Vendor shall be required to rectify the situation with no additional costs to the Department.

B. the Vendor shall develop a checklist to ensure all tasks are accomplished and to assist in quality control. A checklist shall be completed daily and signed by the on-site supervisor to certify that all services have been performed satisfactorily. A copy of the checklist shall be left for the Project Manager.

XIV. LIQUIDATED DAMAGES

The Vendor shall be assessed liquidated damages for violation of the below stated contract requirements. The Department's Project Manager will provide written notice to the Vendor of assessment of liquidated damages. The Vendor may reply with explanation of extenuating circumstances but must do so within five (5) working days from receipt of the written notice. Extenuating circumstances must be overwhelming in nature for the Department not to assess the liquidated damages. When liquidated damages are assessed, they will be deducted from the next invoice submitted for payment.

The services provided under this contract are essential to the health, safety, and convenience of the public and employees working at this facility; therefore, should the Department determine that the Vendor fails to perform any service that the Vendor is responsible for; the Project Manager shall take the following action:

- A. Notification to Vendor: When services are not provided in accordance with terms of the contract, the Vendor shall be notified and directed to perform the services within 24 hours. The notification shall be presented in writing to the Vendor.
- B. Inspection: An inspection of non-compliance item(s) will be made after 24-hours by the Department. If the inspection shows the item(s) have been corrected, the previous notice will be rescinded.
- C. Reduction in Compensation: Should the inspection show the item(s) remain in non-compliance, liquidated damages shall be assessed. The amount of liquidated damages assessed per day will be 5% of the total monthly invoice until the areas of non-compliance are corrected.
- D. Application of the liquidated damages provision will not waive nor limit the Department's right to initiate action under Paragraph 6 (Termination and Default) of the Contractual Services Agreement.

XV. BUDGET LIMITATIONS/ESTIMATED QUANTITIES:

The Contract is governed by budgetary restrictions. It shall be the responsibility of the Project Manager to ensure that sufficient funding remains within the maximum limiting amount established for the subject contract to complete authorized services. The total payment made to the Vendor shall not exceed the maximum amount of the face value of the Contract, without a Supplemental Agreement.

In accordance with the provisions of Section 339.135 (6)(a), Florida Statutes, the Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the

amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executor only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

Funding must be approved by the Department for any additional work that would result in exceeding the contract dollar amount prior to undertaking such additional work. The Vendor shall not be obligated to perform services or incur costs that would result in exceeding the contract dollar amount, nor shall the Department be obligated to reimburse the Vendor for services which result in exceeding the contract dollar amount, except to the extent said amount is increased by a Supplemental Agreement. Execution of this Contract Agreement does not guarantee that the work will be authorized.

This is term contract whereby the Vendor agrees to furnish the services specified herein during the term of the contract, and any renewals and modifications thereof. The Department, based on need and availability of budget, may increase or decrease the quantity of services required of the Vendor within the general description of the project.

XVI. SUBLETTING OR ASSIGNING OF WORK:

The Department must approve the subletting, assigning or transfer of any work under this agreement. After written consent by the Department, the Vendor will be permitted to sublet a portion of the work, but not to exceed 20% of the required work. Any and all subcontractors are required to be qualified and certified in accordance with the requirements herein, all federal, state and local regulations, and approved by the Department. Subletting of work shall not relieve the Vendor of his respective liabilities.

- A. **MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION:** The Department encourages MBE firms to compete for Department contracts, and also encourages non-MBE and other minority vendors to use MBE firms as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that minority businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

XVII. DEPARTMENT RESPONSIBILITIES**A. Administration of Contract**

All work under this contract will be under the administration of the Florida Department of Transportation.

The Department will assign a Project Manager to administer the terms and conditions of this contract and the overall day-to-day work assignments and inspections. All work must be coordinated through the Department's Project Manager.

The Department Project Manager is Kevin Couey, 710 NW Lake Jeffery Road, Lake City, Florida, telephone (386) 961-7059. The Department reserves the right to change the Project Manager at any time.

B. Pre-work Conference

The Department's Project Manager will contact the Vendor and schedule a pre-work conference prior to the start date of the contract to review the work involved and the requirements of the contract.

Appendices

Appendix "A"-	Facility List
Appendix "B"-	Quality Evaluation
Appendix "C"-	Monthly Summary Report
Appendix "D"-	Nightly Cleaning Report

APPENDIX "A"
FACILITY LIST

Facility Name	Facility Address	# of Floors	# of Bldgs	Net Maintained (square ft)	Level of Traffic	Hours of Operation
Administration Office	710 NW Lake Jeffery Road, Lake City, Fl.	2	1	35,485	Medium	7:00 a.m. – 5:30 p.m.
Crew Building	710 NW Lake Jeffery Road, Lake City, Fl.	1	1	7,995	Medium	7:00 a.m. – 5:30 p.m.
Location Building	710 NW Lake Jeffery Road, Lake City, Fl.	1	1	2,467	Medium	7:00 a.m. – 5:30 p.m.
Shop Office	710 NW Lake Jeffery Road, Lake City, Fl.	1	1	2370	Medium	7:00 a.m. – 5:30 p.m.
Shop Locker Room	710 NW Lake Jeffery Road, Lake City, Fl.	1	1	216	Medium	7:00 a.m. – 5:30 p.m.
Fuel Station	710 NW Lake Jeffery Road, Lake City, Fl.	1	1	224	Medium	7:00 a.m. – 5:30 p.m.
Ware House Office	710 NW Lake Jeffery Road, Lake City, Fl.	1	1	625	Medium	7:00 a.m. – 5:30 p.m.
Center Line	710 NW Lake Jeffery Road, Lake City, Fl.	1	1	896	Medium	7:00 a.m. – 5:30 p.m.
Radio Shop	710 NW Lake Jeffery Road, Lake City, Fl.	1	1	1,544	Medium	7:00 a.m. – 5:30 p.m.
Motor Carrier Compliance	710 NW Lake Jeffery Road, Lake City, Fl.	1	1	2,130	Medium	7:00 a.m. – 5:30 p.m.
Bridge-Maint.	710 NW Lake Jeffery Road, Lake City, Fl.	1	1	1,360	Medium	7:00 a.m. – 5:30 p.m.
Trades	710 NW Lake Jeffery Road, Lake City, Fl.	1	1	1,500	Medium	7:00 a.m. – 5:30 p.m.

APPENDIX "B" QUALITY EVALUATION

Inspector: _____ : Score: _____

Date: _____ Ratings U = unsatisfactory and S = Satisfactory

Facility: _____ Floor: _____ Area: _____

Item Inspected	Rating	Comments
(Rest Rooms)		
1. Floor/Grout		
2. Baseboards		
3. Walls/Grout		
4. Window Frames and Sills		
5. Toilets and Urinals		
6. Sinks/Faucets/Pipes		
7. Mirrors		
8. Towel Dispenser		
9. Waste Receptacles		
10. Counter		
11. Soap/Sanitary Napkin Dispenser		
12. Tissue Paper Holder		
13. Stalls		
14. Vents		
15. Doors and Frames		
16. Odor		
(Office Areas)		
17. Floor/Carpet		
18. Baseboards		
19. Walls		
20. Window Frames and Sills		
21. Blinds		
22. Desk/Counter/Filing Cabinet		
23. Low Dusting		
24. High Dusting		
25. Waste Réceptacles		
26. Vents		
(Public Areas)		
27. Conference Room Tables		
28. Entrance Doors		
29. Entrance Litter		
30. Elevator Tracks		
31. Directories		
32. Drinking Fountain		
33. Stairwells and Landings		
34. Loading Zone Litter		
(Service Closets)		
35. Supply and Equipment		
36. Mop		
37. Exterior Receptacles		

APPENDIX "B"
QUALITY EVALUATION (page 2)

Other:	Yes	No
MSDS Current?		
Certificate of Insurance Current?		
Received Contractor's Nightly Cleaning Report?		
Last Senior Manager's Monthly Meeting?		
Received Updated List of Personnel?		
All Licenses Current?		

APPENDIX "C"
State of Florida
Custodial Contract
Monthly Summary Report for Month of _____

(This Form Must Be Submitted with Monthly Invoice)

Date of this Invoice:		Building Name:	
Contract Monthly Amount:		Amount of this Invoice:	

Indicate:	Scheduled	Actual
Custodial Labor Hours		

Indicate:	New Employees This Month	Background Checks This Month
Employee Background Checks		

Indicate:	Last Date	Next Date
Training		
Topic		

Indicate Services Provided During Month:	Completion Date	Scheduled Date
Hard-Surface Floor Refinishing		
Carpet Deep Cleaning		
Window & Blind Cleaning		
HVAC Vents Dusted		
Floors Stripped, Waxed and Buffed		
Detail Rest Rooms		
Removal of Cobwebs		

Indicate:	Submitted Timely (Yes/No)	Dates Missing
Nightly Cleaning Reports		

Indicate:	Date Of Last	Number Year-To-Date
Incidents		

Attach separate sheet with problems, solutions and comments.

	Contractor's Senior Representative:	DOT Project Manager:
Name:		
Signature:		
Date:		

Original: With Monthly Invoice
 Copy: DOT Project Manager

**APPENDIX "D"
NIGHTLY CLEANING REPORT**

Facility:	
Supervisor:	
Date:	

Personnel Absent	Reason	
Total Labor Hours:	<u>Scheduled</u>	<u>Actual</u>

Inspection (20% nightly)

Area Inspected:					
	Defects				
	<u>Offices</u>	<u>Confer. Rms.</u>	<u>Shop Area</u>	<u>Break rooms</u>	<u>Rest Rooms</u>
Waste					
Horizontal Surfaces					
Fixtures/Furniture					
Window Blinds/Sills					
Floor					

Periodic Cleaning	<u>Completed Tonight</u> (indicate location)	<u>Next Scheduled</u>
Carpet Spot Cleaning		
Carpet Deep Cleaning		
Carpet Fiber Guard		
Hard Floor Refinishing		
Rest Room Grout Cleaning		
Rest Room Wall Washing		
Window Washing		
Vacuum Fabric Partitions		
Connecting walkway		
Detail Clean		

EXHIBIT “B” - PRICE SHEET

JANITORIAL SERVICES FOR LAKE CITY MAINTENANCE OFFICE COMPLEX

This is a one (1) year term contract with renewal options whereby the contractor agrees to furnish services during a prescribed period of time (term) at the Lake City Maintenance Office Complex.

INITIAL 1-YEAR CONTRACT			
Cost per Month	\$	X 12 months	\$
Contract Awarded on Total			\$

Contract award is based on the total of the initial 1-year contract.

RENEWALS: This contract does have a renewal option. Contracts may be renewed for a period (s) that may not exceed three years or the term of the original contract, whichever period is longer. This Contract will have three (3) renewal periods of twelve (12) months each. The renewal will be subject to the same associated quantities as well as all other terms and conditions set forth in the original contract and the supplemental agreement(s) determined by the Engineer to continue into the renewal period. Renewals will be made at the sole discretion and option of the Department and must be agreed to in writing by both parties.

Renewal is contingent upon the availability of funds and the satisfactory performance of the Contractor as determined by the Department.

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

F.E.I.D. NUMBER: _____

SIGNATURE: _____

PRINTED NAME & TITLE: _____

The State of Florida’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

THE DEPARTMENT RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

EXHIBIT "C" METHOD OF COMPENSATION

1.0 **PURPOSE:**

This Exhibit defines the limits of compensation to be made to the Contractor for the services set forth in Exhibit "A" and the method by which payments shall be made.

2.0 **COMPENSATION:**

For the satisfactorily **performance** of services detailed in Exhibit "A", the Contractor shall be paid up to Maximum Amount of \$_____.

The Vendor shall not provide services that exceed the Fiscal Year amount without an approved Amendment from the Department.

3.0 **PROGRESS PAYMENTS:**

The Contractor shall submit monthly invoices (3 copies), in arrears, in a format acceptable to the Department. Payment shall be made to the Contractor at the unit rates shown in Exhibit "B", for services provided, as approved by the Department.

4.0 **DETAILS OF COSTS AND FEES:**

Details of costs and fees for the performance of the services are contained in Exhibit "B", attached hereto and made a part hereof.

5.0 **TANGIBLE PERSONAL PROPERTY:**

This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, F.S.

MINIMUM QUALIFICATIONS STATEMENT

How many years has your business performed the type of services being requested? _____

Provide a written statement detailing your qualifications:

WORK REFERENCES

List the names of three references for which your business has provided similar services.

<u>BUSINESS NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NO.</u>
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
06/12

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES

NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MBE PLANNED UTILIZATION

375-040-24
PROCUREMENT
12/09

PROCUREMENT NO. _____ FINANCIAL PROJECT NO. _____
(DEPARTMENT USE ONLY)

DESCRIPTION: _____

I, _____, _____
(name) (title)

of _____

plan to subcontract at least _____ % (percent) of the project costs on the above referenced project to Minority Business Enterprises.

If I have indicated above that a portion of the project costs will be subcontracted to MBE(s), the firms considered as proposed subconsultants/contractors and the types of services or commodities to be subcontracted are as follows:

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

I understand that I will need to submit Minority Business Enterprises (MBE) payment certification forms to the Department for reporting purposes only.

Signed: _____

Title: _____

Date: _____

Florida Statutes
287.135

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

375-030-60
PROCUREMENT
09/16

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S., or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or companies that are engaged in a boycott of Israel. This provision becomes inoperative on the date that federal law ceases to authorize states to adopt and enforce such contracting prohibitions.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No. _____
Financial Project I.D. _____
F.E.I.D. No.: _____
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: _____
(required for contracts in excess of \$5 million)
Procurement No.: _____
DMS Catalog Class No.: _____

BY THIS AGREEMENT, made and entered into this ____ day of _____, ____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____, of _____ duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

- A. In connection with _____, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.
- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the

2. TERM

A Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or _____, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
- Services shall commence upon written notice from the Department's Contract Manager and shall be completed by _____ or date of termination, whichever occurs first.
- Other: See Exhibit "A"

B RENEWALS (Select appropriate box):

- This Agreement may not be renewed.
- This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

C EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

A Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor will bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes. In addition, if compensation for travel is authorized under this Agreement and by the Department's Project Manager, then the Department shall not compensate the Vendor for lodging/hotel expenses in excess of \$150.00 per day (excluding taxes and fees). The Vendor may expend their own funds to the extent the lodging/hotel expense exceeds \$150.00 per day. The Department, in its sole discretion and pursuant to its internal policies and procedures, may approve compensation to the Vendor for lodging/hotel expenses in excess of \$150.00 per day.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprocurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as

available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

A. INDEMNITY: To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

B. LIABILITY INSURANCE. (Select and complete as appropriate):

- No general liability insurance is required.
- The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$_____ per person and \$_____ each occurrence, and property damage insurance of at least \$_____ each occurrence, for the services to be rendered in accordance with this Agreement
- The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$_____.

C. WORKERS' COMPENSATION. The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

D. PERFORMANCE AND PAYMENT BOND. (Select as appropriate):

- No Bond is required.
- Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

A The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

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

Failure by the Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Select District and hit TAB key

- B The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. The Vendor agrees to comply with the Title VI Nondiscrimination Contract Provisions, Appendices A and E, available at <http://www.dot.state.fl.us/procurement/index.shtml>, incorporated herein by reference and made a part of this Agreement.

- J. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.
- K. Any intellectual property developed as a result of this Agreement will belong to and be the sole property of the State. This provision will survive the termination or expiration of the Agreement.
- L. The Vendor agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Contracts \$1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. The requirement is not applicable to federally funded contracts.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

- The following provision is not applicable to this Agreement:
- The following provision is hereby incorporated in and made a part of this Agreement:
- It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

- The following provision is hereby incorporated in and made a part of this Agreement:
It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
2425 - 28th Street, North
St. Petersburg, FL 33716-1826 (800)643-8459

- This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence

over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. The Department may grant the Vendor's employees or subconsultants access to the Department's secure networks as part of the project. In the event such employees' or subconsultants' participation in the project is terminated or will be terminated, the Vendor shall notify the Department's project manager no later than the employees' or subconsultants' separation date from participation in the project or immediately upon the Vendor acquiring knowledge of such termination of employees' or subconsultants' participation in the project, whichever occurs later.
- J. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- K. Time is of the essence as to each and every obligation under this Agreement.
- L. The following attachments are incorporated and made a part of this agreement:
- M. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

(Print/Type)

Title: _____

BY: _____
Authorized Signature

(Print/Type)

Title: _____

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW

SAMPLE

**State of Florida
Department of Transportation**



INVITATION TO BID
JANITORIAL SERVICES FOR LAKE JEFFERY
OFFICE COMPLEX

ITB-DOT-16/17-2380-DS

CONTACT FOR QUESTIONS:

Darlene Sawyer, Procurement Agent
darlene.sawyer@dot.state.fl.us
(386) 758-3791
Phone: (386) 961-7732
1109 South Marion Avenue
Lake City, Florida 32025-5874

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation (hereinafter referred to as the "Department") is soliciting written bids from qualified bidders to establish a contract to provide **Janitorial Services for Lake Jeffery Office Complex**. It is anticipated that the term of the contract will begin on or about **July 1, 2017** and be effective for **12** months thereafter.

For the purpose of this document, the term "bidder" means the bidder acting on their own behalf and those individuals, partnerships, firms, or corporations comprising the bidder team. The term "bid package" means the complete response of the bidder to the Invitation to Bid, including properly completed forms and supporting documentation. After the award, said bidder will be referred to as the "Vendor".

2) TIMELINE

Provided below is a list of critical dates and actions. These dates are subject to change. Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid.

ACTION / LOCATION	DATE	LOCAL TIME
MANDATORY PRE-BID CONFERENCE/SITE VISIT Lake City Operations Facility 710 NW Lake Jeffery Rd Lake City, Florida 32025	05-30-2017	10:00 AM
DEADLINE FOR TECHNICAL QUESTIONS - There is no deadline for administrative questions.	05-30-2017	12:00 PM
BIDS DUE (ON OR BEFORE) - FDOT District Two Office Procurement Office MS 2015 Attention: Darlene Sawyer 1109 South Marion Avenue Lake City, Florida 32025-5874 Phone: 386-961-7732	06-05-2017	02:00 PM
PUBLIC OPENING - FDOT District Two Office Procurement Office MS 2015 Attention: Darlene Sawyer 1109 South Marion Avenue Lake City, Florida 32025-5874 Phone: 386-961-7732	06-05-2017	02:00 PM
POSTING OF INTENDED DECISION/AWARD -	06-06-2017	05:00 PM

3) BID OPENING AGENDA

The sealed bids will be opened by the Department's Procurement Office personnel at the date, time and location in the Timeline. All bid openings are open to the public and will be conducted according to the

following agenda:

Opening remarks – Approximate time of 2 minutes by Department Procurement Office personnel.

Public input period – To allow a maximum of 15 minutes total for public input related to the bid solicitation.

Bids opened – At conclusion of public input or 15 minutes, whichever occurs first, bids received timely will be opened with bidder's name and prices to be read aloud.

Adjourn - After all bids received timely have been opened, the meeting will be adjourned.

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, and/or opening shall contact the contact person at the phone number, e-mail address or fax number provided on the title page at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE BID OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective bidders that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the MFMP Transaction Fee in accordance with the referenced Form PUR 1000 General Contract Condition #14. However, all vendors should be aware, that effective July 1, 2016 through June 30, 2017, in accordance with House Bill 5003 Sec.73, the Transaction Fee will be seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

2) Florida Department of Financial Services (DFS) W-9 REQUIREMENT

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

In accordance with section 287.057(23), Florida Statutes, respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

Any technical questions arising from this Invitation to Bid must be forwarded, in writing, to the procurement agent identified below. Questions must be received no later than the time and date reflected on the Timeline. The Department's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements"), under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Darlene Sawyer, Procurement Agent

darlene.sawyer@dot.state.fl.us

1109 South Marion Avenue

Lake City, Florida 32025-5874

Fax: (386) 758-3791

Questions regarding administrative aspects of the bid process should be directed to the Procurement Agent in writing at the address above or by phone: (386) 961-7732

4) ORAL INSTRUCTIONS / CHANGES TO THE INVITATION TO BID (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a bidder as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (Addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. All Addenda will be acknowledged by signature and subsequent submission of Addenda with bid when so stated in the Addenda.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department, in accordance with *Title VI of the Civil Rights Act of 1964, 42 USC 2000d- 2000d-4, Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21*, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that the Department will affirmatively ensure that in any contract/agreement entered into pursuant to this advertisement, minority and disadvantaged business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated on the basis of race, color, national origin, or sex in consideration for an award.

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Bid Sheet. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us/.

6) SCOPE OF SERVICES

Details of the services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services, attached hereto and made a part hereof.

7) INTENDED AWARD

The Department intends to award this contract to the responsive and responsible bidder that submits the

lowest responsive bid. If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code.

8) MANDATORY PRE-BID CONFERENCE/SITE VISIT

A MANDATORY pre-bid conference will be held at the date, time and location in the Timeline. The purpose of this meeting is to provide an open forum for the Department to review the Scope of Services and respond to questions from potential bidders regarding the scope of services, ITB requirements, contractual requirements, method of compensation, and other conditions or requirements that may, in any manner, effect the work to be performed. Any changes and/or resulting Addenda to the ITB will be the sole prerogative of the Department.

Attendance at this pre-bid conference is MANDATORY. Failure by a bidder to attend or be represented at this pre-bid conference will constitute a non-responsive determination of their bid package. Bids found to be non-responsive will not be considered.

9) QUALIFICATIONS

9.1 GENERAL

Bidder must meet the following minimum qualifications:

9.1.1 Been actively engaged in the type of business being requested for a minimum of **5 (five)** years. The Vendor shall have been actively involved in providing Commercial Janitorial services for a minimum of **five (5)** consecutive years for a single commercial office facility, similar in size and type of services being requested within the Department's Scope of Services

9.2 BIDDER QUALIFICATIONS

When submitting the bid, each bidder must submit a written statement ("Minimum Qualifications Statement" form), detailing their qualifications that demonstrate they meet the minimum qualifications contained in Special Condition 9.1.1, above. **Failure by the bidder to provide the above item(s) will constitute a non-responsive determination. Bids found to be non-responsive will not be considered.**

9.3 AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

In accordance with sections 607.1501, 605.0211(2)(b), and 620.9102, Florida Statutes, out of state corporations, out of state limited liability companies, and out of state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

9.4 LICENSE TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If the services being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract.

For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) LIABILITY INSURANCE

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Darlene Sawyer – MS2015, 1109 South Marion Avenue, Lake City, Florida 32025-5874** within ten (10) days after the ending date of the period for posting the intended award decision.

() No general liability insurance is required.

(X) The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ 200,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 200,000.00 each occurrence, for the services to be rendered in accordance with this contract.

() The Vendor must have and maintain during the period of this contract, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675, Florida Statutes, and Section 337.106, Florida Statutes, with a company authorized to do business in the state of Florida, affording professional liability coverage for the professional services to be rendered in accordance with this contract in the amount of at least \$_____. The Vendor shall maintain professional liability coverage for a minimum of three years after completion of the services rendered under this contract.

With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR)

12) PERFORMANCE BOND

(X) A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

See Attached Exhibit C, Method of Compensation.

14) CONTRACT DOCUMENT

STANDARD WRITTEN AGREEMENT

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a bid, the bidder agrees to be legally bound by these terms and conditions.

15) REVIEW OF BIDDER'S FACILITIES & QUALIFICATIONS

After the bid due date and prior to contract execution, the Department reserves the right to perform or to have performed, an on-site review of the bidder's facilities and qualifications. This review will serve to verify data and representations submitted by the bidder and may be used to determine whether the bidder has adequate facilities, equipment, qualified and experienced staff, and overall management capabilities to provide the required services. The review may also serve to verify whether the bidder has financial capabilities adequate to meet the contract requirements.

Should the Department determine that the bid package has material misrepresentations or that the size or nature of the bidder's facilities, equipment, management capabilities, or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the Department has the right to reject the bid.

16) PROTEST OF INVITATION TO BID SPECIFICATIONS

Any person who is adversely affected by the contents of this Invitation to Bid must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after the posting of the solicitation, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed.

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

17) UNAUTHORIZED ALIENS

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

18) SCRUTINIZED COMPANIES LISTS

[] Not applicable because federal funds will be used for this bid.

Responses of \$1 million or more must include a completed [Vendor Certification Regarding Scrutinized Companies Lists](#) to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

Section 287.135, Florida Statutes, requires that at the time a vendor submits a bid or proposal for a contract for goods or services of \$1,000,000 or greater, the vendor must certify that the company is not on Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

For Contracts \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

19) RESERVATIONS

The Department reserves the right to accept or reject any or all bids received and reserves the right to make an award without further discussion of the bids submitted. Therefore, the bidder should make sure that the bid package submitted is complete and accurate and submitted to ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the bid will become a part of the Department's official file, without obligation to the Department.

20) ADDITIONAL TERMS & CONDITIONS

No conditions may be applied to any aspect of the ITB by the bidder. Any conditions placed on any aspect of the bid documents by the bidder may result in the bid being rejected as a conditional bid (see "RESPONSIVENESS OF BIDS"). **DO NOT WRITE IN CHANGES ON ANY ITB SHEET.** The only recognized changes to the ITB prior to bid opening will be a written Addenda issued by the Department.

21) RESPONSIVENESS OF BIDS

Bids will not be considered if not received by the Department **on or before** the date and time specified as the due date for submission. All bids must be typed or printed in ink. A responsive bid is an offer to provide the services specified in this Invitation to Bid in accordance with all requirements of this Invitation to Bid. Bids found to be non-responsive will not be considered. Bids may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid requirements, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. Other conditions which may cause rejection of bids include, evidence of collusion among bidders, obvious lack of experience or expertise to provide the required services, and failure to perform or meet financial obligations on previous contracts.

22) BID SHEET

The bidder must use the attached Bid Sheet to submit its bid. The Bid Sheet must be signed and dated in ink by a representative who is authorized to contractually bind the bidder. All bid sheets and other documentation submitted in response to this solicitation must be executed and submitted in a sealed envelope. **Indicate the bid number, with the time and date of the bid opening, on the envelope used to return the bid.**

23) ESTIMATED QUANTITIES

The Department anticipates purchasing the estimated quantities shown on the bid sheet(s), for a one (1) year

period of any contract resulting from this bid. The estimated quantities are given only as a guideline for preparing your bid and should not be construed as representing the actual quantities to be authorized under this contract. The Vendor(s) shall supply, at bid prices, the actual quantities authorized regardless of whether the total of such quantities is more or less than anticipated. This bid and the resulting contract will be subject to annual appropriated funding.

24) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with section 295.187(4), Florida Statutes, and Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

25) COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a bid only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for the use of Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

26) ATTACHMENT TO ITB SUBMITTAL - CONFIDENTIAL MATERIAL

The Bidder must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "**Attachment to Invitation to Bid, Number ITB-DOT-16/17-2380-DS - Confidential Material**". The Bidder must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder asserts to be exempt from public disclosure and placed elsewhere in the bid will be considered waived by the Bidder upon submission, effective after opening.

27) MAIL OR DELIVER BIDS TO: (DO NOT FAX OR SEND BY E-MAIL)

**Florida Department of Transportation
District Two Procurement Office
Darlene Sawyer – MS 2015
1109 South Marion Avenue
Lake City, Florida 32025-5874
Phone# (386) 961-7732**

It is the bidder's responsibility to assure that the bid is delivered to the proper place **on or before** the Bid Due date and time (See Introduction Section 2 Timeline). Bids which for any reason are not so delivered, will not be considered.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

Bidders may modify submitted bids at any time prior to the bid due date. Requests for modification of a submitted bid shall be in writing and must be signed by an authorized signatory of the bidder. Upon receipt and acceptance of such a request, the entire bid will be returned to the bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the bid. The ITB number, opening date and time should appear on the envelope of the modified bid.

29) POSTING OF INTENDED DECISION/AWARD**29.1 - General:**

The Department's decision will be posted on the Florida Vendor Bid System, at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on date and time in the Timeline, and will remain posted for a period of seventy-two (72) hours. Any bidder who is adversely affected by the Department's recommended award or intended decision must file the following with the Department of Transportation, Clerk of Agency Proceedings, Office of the General Counsel, 605 Suwannee Street, Mail Station 58, Tallahassee, Florida 32399-0450:

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, (the notice of protest may be Faxed to 850-414-5264), and
2. A formal written protest and protest bond in compliance with Section 120.57(3), Florida Statutes, within ten (10) days of the date on which the written notice of protest is filed. At the time of filing the formal written protest, a bond (a cashier's check or money order may be accepted) payable to the Department must also be submitted in an amount equal to one percent (1%) of the estimated contract amount based on the contract price submitted by the protestor.

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

29.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all bidders by electronic notification on the Florida Vendor Bid System (see special condition 29.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

29.3 - Request to Withdraw Bid:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the bid opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

30) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

- a) a Standard Written Agreement executed by both parties.

31) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed 3 years or the term of the original contract, whichever is longer. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds.

32) ATTACHED FORMS

Bid Sheet

Minimum Qualifications Statement

Drug-Free Workplace Program Certification (Form 375-040-18)

Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60) (proposals of \$1 million or more)

MBE Planned Utilization (Form 375-040-24)

Exhibit "A" Scope of Services

Exhibit "B", Price Sheet

Exhibit "C", Method of Compensation

Standard Written Agreement (Sample)

33) TERMS AND CONDITIONS**33.1 General Contract Conditions (PUR 1000)**

The State of Florida's General Contract Conditions are outlined in form PUR 1000, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1000 form where applicable.

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

The following paragraphs do not apply to this Invitation to Bid:

Paragraph 31, Dispute Resolution - PUR 1000

Paragraph 40, PRIDE – PUR 1000, when federal funds are utilized.

33.2 General Instructions to Respondents (PUR 1001)

The State of Florida's General Instructions to Respondents are outlined in form PUR 1001, which is a downloadable document incorporated into this Invitation to Bid (ITB) by reference. Any terms and conditions set forth in this ITB document take precedence over the PUR 1001 form where applicable.

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

The following paragraphs do not apply to this Invitation to Bid:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

33.3 MFMP Purchase Order Terms and Conditions

All MFMP Purchase Order contracts resulting from this solicitation will include the terms and conditions of this solicitation and the State of Florida's standardized Purchase Order Terms and Conditions, which can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1,_2015_.pdf

Section 8(B), PRIDE, is not applicable when using federal funds.

34) ORDER OF PRECEDENCE

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

Standard Written Agreement

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

35) LIQUIDATED DAMAGES

The Vendor acknowledges that failure to complete the services by the completion date designated on the contract document may cause the Department to incur damages that, at present are, and upon the occurrence of the failure to timely complete the services may be, difficult to determine. Moreover, the Parties wish to avoid lengthy and expensive litigation relating to failure to complete the services on time. Therefore, in the event the Vendor fails to complete the authorized services by the completion date designated on the contract document, the Department shall exercise the remedy of liquidated damages against the Vendor, in the amount of **5%** per day of the total Monthly invoice until the areas of non-compliance are corrected. The Parties agree that if the Department allows the Vendor to continue and finish the services, or any part of it, after the expiration of the time allowed, that the Department's action shall in no way act as a waiver on the part of the Department of the liquidated damages due under this contract. The Vendor shall pay said sum to the Department not as a penalty, but as liquidated damages.

BID CHECKLIST(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

This Checklist is provided as a guideline, only, to assist bidders in the preparation of their bid response. Included are some important matters that the bidder should check. This checklist is just a guideline, and is not intended to include all matters required by the ITB. Bidders are responsible to read and comply with the ITB in its entirety.

Check off each the following:

- ___ 1. The “Bid Sheet” has been filled out completely, signed, and enclosed in the bid response.
- ___ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- ___ 3. “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the bid response, if applicable.
- ___ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the bid response, if applicable (bids of \$1 million or more).
- ___ 5. The Scope of Services section has been thoroughly reviewed for compliance to the bid requirements.
- ___ 6. The prices bid have been reviewed for accuracy and all price corrections have been initialed in ink.
- ___ 7. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the bid response.
- ___ 8. The bid response must be received, at the location specified, **on or before** the Bid Due Date and Time designated in the ITB.
- ___ 9. On the Lower Left Hand Corner of the Envelope transmitting your bid response, write in the following information:

Bid No.: _____

Title: _____

Opening Date & Time: See “TIMELINE” in INTRODUCTION SECTION .