

ADDENDUM No. 1

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
DEP Procurement Section
3800 Commonwealth Boulevard, MS#93
Tallahassee, Florida 32399-3000**

June 10, 2019

**Addendum To: DEP Solicitation No. 2019021, entitled
Janitorial Services for Bob Martinez Center Laboratory Complex**

The Department hereby answers questions posed by prospective Vendors. This addendum does not need to be returned with the bid.

Question #	Solicitation Section	Solicitation Page #	Question / Answer
1.	N/A	N/A	Are there any special Personal Protective Equipment (PPE) requirements for individuals in any of the serviceable areas listed in this bid? <i>Answer #1: Only wear latex/nitrile gloves when handling trash and detergents.</i>
2.	N/A	N/A	Can you provide a copy of the current terms and pricing of the current agreement? <i>Answer #2: See attached.</i>

DEP CONTRACT / GRANT REVIEW FORM

DEP Contract No. LAB044 - Original Contract / Agreement

CONTRACTOR / GRANTEE INFORMATION

Name	Address	City, State, Zip	Contact Person	Phone
C&L Associates of Tallahassee, Inc.	2515-5 E. Park Avenue	Tallahassee, Florida 32301	Jimmy Shutes	(850) 2

DEP CONTRACT / GRANT INFORMATION

DEP Contract/Grant No.: LAB044		DEP Original Contract / Grant Agreement: Y		Amendment No.:	
Type: <input checked="" type="checkbox"/> Services <input type="checkbox"/> Grants <input type="checkbox"/> Commodities <input type="checkbox"/> Visitor Services <input type="checkbox"/> Other Type		Procurement Method:		Program Reference:	
Change Order No.:		Is travel cost reimbursable? <input type="checkbox"/>		DMS/Class Group: 991-450	
Grant Information: Are federal funds supporting this Contract? N		Are State funds supporting this contract being used as match to a federal grant? N		Enter Federal Grant here & FUNDING INFORMATION:	
Land/Equipment Ownership: Are equipment purchases authorized under this Contract? N		Will DEP retain ownership? N		Are land purchases authorized under Contract? N	
Is this a Certified Minority Business? N		If Yes, Certified MBE:		Registered Minority Business? N	
Contract Period				Payment Method	
Contract Begin Date: 9/30/13		End Date: 9/29/18		<input type="checkbox"/> Cost Reimb. <input type="checkbox"/> Cost Reimb./Fixed Fee <input type="checkbox"/> Fixed Fee	
Subject/Brief Description of Contract:					

FUNDING INFORMATION

Contract Ceiling Amount, if any: \$0.00		Funding Change Type: <input type="radio"/> Increase Funding Amount <input type="radio"/> Decrease Funding Amount <input type="radio"/> No Change to Funding		Change Amount: \$0.00		Contract Amendment:						
Org Code	EO	Object Code	Fund/ FID	BE	Category	YR	GAA LI	CSFA/ CFDA	Rec. Type	Grant No.	OCA/ Module No.	Project
37302010000	EF	139900	050001	37300100	100777							
Specify County or Counties where work is being performed.								For projects containing an object code of 75XXXX or 79XXXX, CFSA or CFDA and Recipient Type must be completed.				
Journal Transfer Info (25)												

MANAGEMENT INFORMATION

Division/District/Office: DEAR	Bureau/Office:
Contract Manager: Sara Armour	Phone No. of Manager: 850-2

REVIEW AND EXECUTION INFORMATION

Review Role	Approved By - Signature	Date Approved	Identify Delegation of Authority for Person Executing Contract
Contract Manager:	<i>Sara Armour</i>	9-26-13	Statutory Auth. <u>403</u> Procurement Initials GLF FACTS
Budget Representative:	<i>Sara Armour</i>	9-26-13	
Bureau Chief:	<i>[Signature]</i>	9/27/13	
Division/District Director:	<i>[Signature]</i>	9/27/13	
Quality Assurance:	N/A		
Contracts Administrator:	<i>[Signature]</i>	9/21/13	
General Counsel:	<i>[Signature]</i>	9/23/13	
Division/District IRM:	N/A		
Department CIO:	N/A		

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Profit Corporation**

C & L ASSOCIATES OF TALLAHASSEE, INC.

Filing Information

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Last Event	AMENDMENT
Event Date Filed	11/18/2008
Event Effective Date	NONE

Principal Address2915-5 EAST PARK AVENUE
TALLAHASSEE, FL 32301

Changed: 04/28/2011

Mailing Address2915-5 EAST PARK AVENUE
TALLAHASSEE, FL 32301

Changed: 04/28/2011

Registered Agent Name & AddressSHUTES, JAMES WWP
310 EGRET MARSH RD
TALLAHASSEE, FL 32309

Name Changed: 04/21/2008

Address Changed: 04/21/2008

Officer/Director Detail**Name & Address**

Title VP

SHUTES, JAMES WJR.
310 EGRET MARSH ROAD
TALLAHASSEE, FL 32309

Title PD

SHUTES, LISA C
 310 EGRET MARSH ROAD
 TALLAHASSEE, FL 32309

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Annual Reports

Report Year	Filed Date
2011	04/28/2011
2012	04/26/2012
2013	04/18/2013

Document Images

04/18/2013 -- ANNUAL REPORT	View image in PDF format
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04/26/2006 -- ANNUAL REPORT	View image in PDF format
04/21/2005 -- ANNUAL REPORT	View image in PDF format
04/12/2004 -- ANNUAL REPORT	View image in PDF format
04/15/2003 -- ANNUAL REPORT	View image in PDF format
04/30/2002 -- ANNUAL REPORT	View image in PDF format
04/19/2001 -- ANNUAL REPORT	View image in PDF format
04/10/2000 -- Domestic Profit	View image in PDF format

View Vendor Detail

General Vendor Information	
Vendor Status / Effective Date:	AC /
Vendor Name:	C&L Associates of Tallahassee,
Short Name (Does Business As):	C&L Associates
Dun and Bradstreet Number (DUNS):	
Website:	
W9 Status:	No W-9 on File
DFS W9 Last Update Date:	Mar 9, 2011
Business Designation	Corporation
	Primary Place of Business: FL

Certified Business Enterprise (CBE) Category
Non-Minority / Woman-Owned, Non-Certified / Non-SDVBE

Solicitations
Registered for Sourcing: Yes, Date participated: 5/1/03 7:58 PM
Registered for VBS: Yes, Date participated: 10/23/09 11:02 AM

Special Exceptions
Fee has been waived: <input type="checkbox"/>
Terms of Use have not been agreed to: <input type="checkbox"/>

Reluctant Vendor
Reluctant Vendor:

Florida Terms of Use
Accepted: Yes, 05/02/2003
Accepted By: Lisa Shutes

Contacts
View Contact List

Locations
001 C&L Associates, Tallahassee Status: AC Details

[-] Commodity Codes
991-450 JANITORIAL SERVICES
991-490 LANDSCAPING & LAWN CARE SERVICES



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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

IMPORTANT!!! IMPORTANT!!! IMPORTANT!!!

Separation of Duties Notice

DEP Contract No: LAB044 Original Contract
DEP Contract Manager: SARA ARMOUR

The attached contract/contract amendment is being routed for review and execution by the Department. Adequate separation of duty is required in the procurement of goods and services by the Department. Please be advised that the subject contract/contract amendment must be executed by a reviewing authority for the DEP Contract Manager who is authorized to execute contracts on behalf of the Department. If the DEP Contract Manager happens to have the delegated authority to execute contracts on behalf of the Department, the DEP Contract Manager *must not execute* the attached contract/contract amendment.

Separation of duties, which is also referred to as segregation of duties, "involves ensuring that individuals do not perform incompatible duties. Duties are considered incompatible from a control standpoint when it is possible for an individual to commit an error or irregularity and then be in a position to conceal it in the normal course of his or her duties."¹

¹Boynton, William C. and Kell, Walter G., *Modern Auditing*, 6th ed., New York: John Wiley & Sons, Inc.,

If you have any questions regarding this notice, please contact the Contracts Office representative identified below for assistance.

Contracts Office Rep: Gerri L. Faircloth	Phone: 850/245-2381
Date: September 4, 2013	Fax: 850/245-2411

NOTE: This Notice is to be maintained in DEP Contract Manager's file.

CONTRACT

This Contract is made and entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, (hereinafter referred to as the "Department,") and C & L ASSOCIATES OF TALLAHASSEE, INC., a Florida Corporation, whose address is 2915-5 E. Park Avenue, Tallahassee, Florida 32301, (hereinafter referred to as the "Contractor,") to provide Janitorial Services for the Laboratory Complex of the Bob Martinez Center.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to provide janitorial services for the Department's Laboratory Complex of the Bob Martinez Center, which is located in Tallahassee, Florida as defined herein and as outlined in DEP Solicitation No. 2014005C and the Contractor's response thereto, incorporated herein by reference, and in accordance with **Attachment A**, Scope of Services, attached hereto and made a part hereof. Any terms and conditions of the Contract which vary from those contained in the solicitation or the Contractor's response thereto shall have precedence. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. The Contractor has been determined to be a vendor to the Department under this Contract.
2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all equipment, products, fuel or materials necessary to perform these services, or requirements as further stated herein, shall be supplied by the Contractor.
3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
4. This Contract shall begin upon execution by both parties and remain in effect for a period of five (5) years. In accordance with Section 287.058(2), Florida Statutes (F.S.), the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract. The Department reserves the right to renew this Contract for an additional term not to exceed three (3) years or the original term of the Contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. All renewals are contingent upon satisfactory performance by the Contractor and the availability of funds.
5. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
6. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a fee schedule basis in the amount of \$0.0599 per square foot per month for the first year of this Contract. The current square footage for the DEP Laboratory Complex is 50,003. Based on this, maximum compensation for the first year of this Contract shall not exceed \$35,942.16.

In the event the Department develops the need for increased or decreased square footage of space to be cleaned in the Department Laboratory Complex during the life of the Contract, the Department reserves the right to amend the Contract to include/reduce janitorial services for the additional space

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added (or the designated space subtracted) at the per square foot rate in effect at the time of the increased/decreased footage. Any such increase/decrease shall be pro-rated based on the amount of the year remaining under the contracted price with annual adjustments as provided above.

Example: If the original Contract was effective January 1 for a per square foot rate of \$5.00, and the Department needed an additional 1,000 square feet cleaned effective July 1, the increase would be calculated as follows:

1. $\$5.00 \times 1,000 = \$5,000$ (cost for a full year for the additional space)
2. $\$5,000/12 = \416.67 (cost per month for the additional space)
3. $\$416.67 \times 6 = \$2,500$ (pro-rated annual cost of the additional space for the remaining 6 months of the contracted year)

Compensation for the additional four (4) years of this Contract and any renewal periods shall be reflected by Contract amendment executed annually.

The above monthly price shall be current and effective during the first twelve (12) months of the Contract. The Contractor may request an increase in rates each year after the initial period of the Contract, including the possible renewal period(s).

Request for increases must be submitted at least sixty (60) calendar days prior to the anniversary date of the Contract in order for the request to be considered. Rate increases must be requested in writing to the Department and must be supported by a detailed justification which warrants the requested increase percentage (a maximum of 5% in any one year). The Department shall review the request, and supporting documentation, to determine whether an increase is warranted and, if so, what percentage of adjustment (increases not to exceed 5% in any one year) will be authorized by formal amendment to the Contract.

At any time either party may request a decrease in the rates. Each party shall review the other party's written request. If an agreement cannot be reached regarding a decrease in the rates, the Contract may be terminated pursuant to paragraph 13, termination for convenience.

7. The Contractor shall submit invoices to the Department on a monthly basis in the amount of \$2,995.18 (\$.0599 per square foot x 50,003) during the first year of the Contract. Invoice amounts for subsequent years shall be established by amendment as outlined in paragraph 6. Invoices shall be submitted no later than the 15th day of the monthly following the calendar month of service. All invoices shall clearly state the period of performance and shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All travel and incidental expenses are included in the fee schedule amount of this Contract.
8. Pursuant to Section 215.422, F.S., the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a Contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850-413-5516.

9. In accordance with Section 215.422, F.S., the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), Florida Statutes may be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above or the Department's Procurement Section at 850-245-2361.
10. The Contractor shall submit monthly progress reports which indicate the work performed during the reporting period, work scheduled for the next reporting period, percentage of overall project completion, problems encountered and resolutions of the problems, and any schedule updates.
11. The Contractor shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of any kind for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from any negligent act, failure to act, or willful misconduct by the Contractor, or any of the employees, agents or representatives of the Contractor, to the extent allowed by law.
12. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.

The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 14.
13. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Contractor shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within thirty (30) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Contract for failure to perform, or 2) the Department Contract Manager may, by letter specifying the failure of performance under the Contract, request that a proposed Corrective Action Plan (CAP) be submitted by Contractor to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.
 - A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Contract Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Contractor in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Contractor shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above shall result in the Department's termination of the Contract for cause as authorized in the Contract.
 - B. Upon the Department's notice of acceptance of a proposed CAP, the Contractor shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve the Contractor of any of its obligations under the Contract. In

the event the CAP fails to correct or eliminate performance deficiencies by the Contractor, the Department shall retain the right to require additional or further remedial steps, or to terminate the contract for failure to perform. No actions approved by the Department or steps taken by Contractor shall estop the Department from subsequently asserting any deficiencies in performance. The Contractor shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Contract Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Contract as specified by the Department may result in termination of the Contract.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Contract.

- 14. Any and all notices shall be delivered to the parties at the following addresses:

<u>Contractor</u>	<u>Department</u>
Jimmy Shutes C&L Associates of Tallahassee, Inc. 2915-5 E. Park Avenue Tallahassee, Florida 32301	Sara Armour Division of Environmental Assessment and Restoration/Chief's Office Florida Department of Environmental Protection 2600 Blair Stone Road, MS #6500 Tallahassee, Florida 32399-2400

- 15. The Department's Contract Manager is Sara Armour, phone 850-245-8084. The Contractor's Contract Manager is Jimmy Shutes, phone 850-216-2536. All matters shall be directed to the Contract Managers for appropriate action or disposition.
- 16. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State constitution and Section 119.07(1), F.S.
- 17. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.
- 18. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
- 19. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
- 20. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or

invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

21. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
22. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
23. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
24. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850-487-0915.
25. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
26. The Contractor shall not subcontract, assign, or transfer any work under this Contract.
27. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street, North
St. Petersburg, FL 33716-1826
Toll Free: 1-800-643-8459
Website: <http://www.pride-enterprises.org>

28. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped

that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.
2475 Apalachee Parkway, Suite 205
Tallahassee, Florida 32301-4946
850-487-1471
Website: www.respectofflorida.org

29. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Contract.
30. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
31. The Contractor shall secure and maintain comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$300,000 annual aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$300,000 combined single limit for bodily injury and property damage. The Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Department's Contracts Administrator and shall reference the DEP Contract Number (LAB044). The Certificate shall also name the Department as an additional insured.
32. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time shall require formal amendment to this Contract.
33.
 - A. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract.
 - B. Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, the Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Contract term.
34. If a force majeure occurs which causes delays or the reasonable likelihood of delay in the achievement of the requirements of this Contract, the Contractor shall promptly notify the Department orally and shall, within seven (7) calendar days, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay, and the Contractor's intended timetable for implementation of these measures. If the parties agree that the delay or anticipated delay has been or

will be caused by a force majeure, time for performance under this contract may be extended, at the discretion of the Department, for a period of time equal to the delay resulting from the force majeure. Such agreement shall be confirmed by letter from the Department accepting, or if necessary modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary governmental or third party approvals through no fault of the Contractor, governmental restraint, and any other cause, whether of the kind specifically enumerated herein or otherwise, which is not reasonably within the control of the Contractor. The Contractor is responsible for the performance of all services issued under this Contract.

35. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, 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, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
36. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations.
37. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide e-procurement system. Pursuant to Section 287.057(23), F.S. (2002), all payments shall be assessed a Transaction Fee of one percent (1%), which the Contractor shall pay 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 Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, the vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s), if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected, returned, or declined, due to the Contractor'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 Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

38. No intellectual property is anticipated to be developed under this Contract. In that event that intellectual property is developed under this Contract, the following shall apply:

All tracings, plans, specifications, maps, computer files or reports prepared or obtained under this Contract, as well as data collected, together with summaries and charts derived therefrom, shall be considered works made for hire and shall become the property of the Department upon completion or termination of this Contract, 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 Contract. The Contractor shall provide the Department with all appropriate source code for use. Upon delivery to the Department of said documents(s), the Department shall become the custodian thereof in accordance with Chapter 119, F.S.

39. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

C & L ASSOCIATES OF TALLAHASSEE, INC.

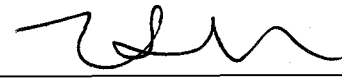
By: 
Title: _____

Date: 9-30-2013

Contractor's Remittance Address:
2915-5 E. Park Avenue
Tallahassee, Florida 32301

FEID No. 59-3642305

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

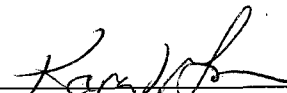
By: 
Director, Division of Environmental Assessment
and Restoration

Date: 9/30/13


Sara Armour, DEP Contract Manager


DEP Contracts Administrator

Approved as to form and legality:


DEP Attorney

List of attachments/exhibits included as part of this Contract:

Type	Letter/ Number	Description (include number of pages)
Attachment	A	Scope of Services (21 Pages)

ATTACHMENT A
SCOPE OF SERVICES

The DEP Laboratory Complex contains a total of eighteen (18) toilet rooms. Eight (8) of these are designated as women's, eight (8) are designated as men's, and two (2) additional toilet rooms located in the locker room areas of Building C and Building D will be used by both sexes. All toilet rooms contain a single toilet and wash basin. The eight men's rooms also contain a single urinal. All dispensers, receptacles, etc., which are to be used are noted in the instructions contained herein.

The following list of procedures defines the areas within the Laboratory Complex which need cleaning and maintaining and provides directions for the necessary cleaning requirements. This work includes the furnishing of all materials including, but not limited to supplies used during the term of this contract. It is anticipated that a list of materials required would include the following:

- Hand soap
- Paper Towels
- Toilet Paper
- Can Liners
- Strippers
- Sealers
- Wax or Floor Finish
- Bowl Cleaner
- Mopping Soap
- Carpet Shampoo and Spotters
- Glass Cleaner
- Lotion Cleanser
- Walk-off Mats
- Seat Liners

Due to the sensitive nature of testing being performed in the Laboratory Complex, a complete listing of all materials which will be used along with the names of the companies manufacturing them has been provided by the Contractor and is attached hereto as Exhibit I. Any changes to this list must be approved by the DEP Contract Manager.

All interior lab floor services shall be performed between the hours of 5:30 P.M. and 10:00 P.M., with the exception of the cleaning bathrooms, corridors, loading dock and removal of recyclable materials, Monday through Friday (excluding State holidays). Exceptions to these hours will be from 2:00 P.M. to 10:00 P.M. or specifically provided by the contract manager or designee(s).

Carpet Cleaning involving shampooing and Lab floor work involving removing wax, floor finish and applying new wax coatings shall be performed on the weekend (Saturday and Sunday) from 8:00 am to 6:00 pm. Please see annual contract scheduled dates on Procedure 1.

FDLE Background checks are required for all janitorial services employees working in the lab complex. Contractor shall submit employee names and a completed background check to DEP Contract Manager before performing any services under this Contract.

Monthly communications meeting between the DEP Contract Manager and the Contractor's contract manager or designee(s) are required. Exhibit II to this Attachment, Janitorial Services Monthly Inspection Form shall be completed and signed by the DEP Contract Manager and the Contractor's representative.

EXHIBIT I
CLEANING REQUIREMENTS

PROCEDURE 1

Toilet Rooms: (Includes private toilet rooms)

A. Daily

- (1) Sweep and wet mop or scrub floor utilizing a cleaner-disinfectant; clean all spills with mop and cleaner/ disinfectant solution; unstop plugged drains and toilets with plumber's plunger. Report leaks to the DEP contract manager or designee(s).
- (2) Clean all fixtures – inside and outside basins, shelves, hardware, water closets, urinals, washbasins, mirrors, waste receptacles, dispensers and wall surfaces utilizing a cleaner-disinfectant sponge or cloth. Raise water closet seats. Wipe dry with cloth.
- (3) Prior to building occupant's official starting time, empty waste receptacles, service paper towel, soap, toilet paper dispensers, and seat cover dispensers (where and as required). Empty, clean and disinfect sanitary napkin receptacles; replace soiled bags with new ones. Collect soiled bags in separate containers for disposal
- (4) Spot clean stainless steel, chrome, and other surfaces and dust horizontal surfaces. Use stainless steel cleaner.

QUALITY REQUIREMENTS

SWEEPING, WET MOPPING, OR SCRUBBING: The floors shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean. Drains and toilets shall be unplugged.

PORCELAIN WARE CLEANING: Porcelain fixtures (washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

SERVICING: All supply dispensers shall be filled. Waste receptacles shall be emptied and sanitary napkin receptacles emptied, cleaned, disinfected and new bags inserted. Contractor shall be responsible for all paper supplies.

SPOT CLEANING: Smudges, marks, or spots shall have been removed without causing unsightly discolorations.

PROCEDURE 2

Room Cleaning: (For the following laboratory rooms only: B205, B205A, B205B, B205C, B212, B227, B246, B236A, B303, B310, B315, B319, B338, B343, B345, B350, B403, B411, B429, B438, B443, B449, B107, B110, B112, B116, B105, C201, C206, C208, C214, C301, C307, C311, C315, D101-ABCD)

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A. Daily:

- (1) Empty waste baskets and remove trash to designated disposal area. Wash badly soiled receptacle with cleaner/disinfectant solution. (Note: Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction.) Spot clean floors, walls, inside of windows, doors, and door facings as needed. Pick up trash and remove chewing gum spots. Clean smudges, streaks, etc. from window interiors.

B. Weekly:

- (1) Clean outside of glass doors to laboratory cabinets within the buildings.
- (2) Sweep and/or vacuum traffic patterned areas and extend the sweep or vacuum to remove obvious dirt from around and under furniture. Vacuum or wet mop entrance ways, including doormats as required. Dust mop resilient floors.

C. Monthly:

- (1) Damp mop and spray buff all hard and resilient flooring. Spray buff all traffic patterns and scruffy areas.

NOTE: All damp mopping and spray buffing to use only water or alcohol based cleaners or polishes.

D. Every Four Months:

- (1) Strip seal and apply four (4) coats of floor finish to all resilient flooring during the months of July, December, and April of each year of this contract. The scheduled dates are listed below.

July 20 and 21, 2013
December 14 and 15, 2013
April 19 and 20, 2014

NOTE: The stripping and finishing of floors shall only be done between 8:00 a.m. and 6:00 p.m. on weekends.

E. Services to be Performed as Required to Maintain Quality Standards:

- (1) Wash or damp wipe the inside and outside of wastebaskets as necessary to keep them in an acceptable condition.
- (2) Wipe down and treat surface of wood paneling.

NOTE: When damp mopping, a clean water and chemical solution will be used. Mops are to be rinsed often and the solution changed frequently to avoid any evidence of smearing.

QUALITY REQUIREMENTS

All cleaning in rooms B338, B343, B345, B350, B303 and B310 shall be done in a manner that minimizes airborne suspension of dust. **Ammonia-based products** shall not be used anywhere in the laboratory.

SOLID WASTE COLLECTION: All solid wastes generated in the building shall be collected and removed to storage areas designated for trash by the Building Manager.

INTERIOR GLASS CLEANING: Glass shall be clean and free of dirt, dust, streaks, watermarks, spots, and grime and shall not be cloudy. No ammonia-based cleaner.

VACUUMING: Carpet surfaces shall be free of obvious dirt.

SWEEPING: Floor surfaces shall be free of obvious dirt or debris.

DAMP MOPPING AND SPRAY BUFFING: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards, and other surfaces shall be free of splashing and markings from equipment. The finished area shall have a uniform luster. **No ammonia-based cleaners shall be used.**

SPOT CLEANING: Smudges, marks, or spots shall be removed without causing unsightly discoloration.

STRIPPING: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns, or scuff marks. Stripping compound must be approved by the Chief of the Bureau of Laboratories.

FINISHING: Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster. Finishing compound must be approved by the Chief of the Bureau of Laboratories.

NOTE: When damp mopping, a clean water and chemical solution will be used. Mops are to be rinsed often and the solution changed frequently to avoid any evidence of smearing.

PROCEDURE 3

Room Cleaning: (Includes all office areas, conference rooms, bridge walkways, public lobbies, and the corridor space adjacent to these areas.)

A. Daily:

- (1) Empty wastebaskets and remove trash to designated disposal area. Wash badly soiled receptacles with cleaner/disinfectant solution. Clean the rooms used for the collection of solid wastes. Wash or steam clean all cans used for collection of food remnants, inside and out. (Note: Carts and containers used for the collection and/or storage of waste material shall be of non-combustible or flame resistant construction.) Clean debris and litter from planters and spot clean floors, walls, inside of windows, doors, door facings, and furniture in main lobby areas as needed. Pick-up trash and remove chewing gum spots. Replace furniture in proper configuration. Clean smudges, streaks, etc., from window interiors.
- (2) Clean both sides of plate glass entrance to offices within the buildings.
- (3) In office areas, file rooms, libraries, conference rooms, and other areas.
 - a. Sweep and/or vacuum traffic patterned areas and extend the sweep or vacuum to remove obvious dirt from around and under furniture. Vacuum or wet mop entrance ways, including door mats as required. Dust mop resilient floors.

NOTE: For the purpose of this contract, whenever the term carpet is used, it is intended to include wall to wall carpeting as well as room size rugs and area rugs.

- b. Dust with a treated dust cloth all horizontal surfaces that are readily available and visibly required dusting.

NOTE: In dusting of horizontal spaces, working papers shall not be disturbed. However, desk type items shall be lifted and dust removed from the surrounding areas.

- (4) Spot clean carpet to remove all stains.

B. Every Two Weeks: Damp mop and spray buff all hard and resilient flooring. Spray buff all traffic patterns and scruffy areas.

NOTE: When damp mopping, a clean water and chemical solution will be used. Mops are to be rinsed often and the water and chemical solution changed frequently to avoid any evidence of smearing.

C. Weekly:

- (1) In office areas, file rooms, libraries, conference rooms and Electronic Data Processing (EDP) areas:
 - a. Thoroughly dust horizontal surfaces of furniture.
 - b. Thoroughly vacuum carpets equipped with brushes and/or beater bars.
 - c. Sweep full floor areas.
 - d. Vacuum vents and Venetian blinds.
- (2) Spot clean wall surfaces within approximately 70 inches of the floor.
 - a. Thoroughly dust all vertical surfaces furniture (knee walls, chair rungs, table legs, etc.
 - b. Damp wipe both sides of all glass in doors, partitions, and bookcases, and any other glass within approximately 70 inches of the floor.
 - c. Spot clean all glass in office areas.

D. Quarterly: In office areas, file rooms, conference rooms, and EDP areas, dust all wall surfaces within approximately 70 inches of the floor and vertical surfaces and under surfaces (knee walls, chair rungs, table legs, etc.).

E. Semi-annually: In office areas, file rooms, conference rooms and EDP areas:

- (1) Damp wipe all glass in office areas, such as doors, partitions, and bookcases.

F. Semiannually: Strip seal and apply four (4) coats of floor finish to all resilient flooring.

G. Services to be Performed as Required to Maintain Quality Standards:

- (1) Wash or damp wipe the inside and outside of wastebaskets as necessary to keep them in an acceptable condition.
- (2) Wipe down and treat surfaces of wood paneling.

SOLID WASTE COLLECTION:

QUALITY REQUIREMENTS

All solid wastes generated in the building shall be collected and removed to storage areas designated for trash by the Building Manager.

SOLID WASTE COLLECTION: All solid wastes generated in the building shall be collected and removed to storage areas designated for trash by the Building Manager.

PORCELAIN WARE CLEANING: Washbasins shall be clean and bright; there shall be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.

DAMP WIPING (MIRRORS): Mirrors shall be clean and free of dirt, dust, streaks, watermarks, spots, and grime and shall not be cloudy.

INTERIOR GLASS CLEANING: Glass shall be clean and free of dirt, dust, streaks, watermarks, spots, and grime and shall not be cloudy.

VACUUMING: Carpet surfaces shall be free of obvious dirt, dust, and other debris.

SWEEPING: Floor surface shall be free of obvious dirt or debris.

CARPET SPOTTING: Excessive build-up of crusted material shall be removed along with spots, smears, and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting.

DAMP MOPPING AND SPRAY BUFFING: Floor shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment. The finished area shall have a uniform luster.

STRIPPING: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns, or scuff marks.

WAXING AND BUFFING: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.

STRIPPING: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns, or scuff marks.

FINISHING: Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.

CLEANING WASTEBASKETS: Wastebaskets shall be free of dust, debris, and residue.

CLEANING WOOD PANELING: Paneling shall be free of dust, dirt, streaks, and spots.

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PROCEDURE 4

Main Entrances, Lobbies, and Corridors:

A. Daily:

- (1) Sweep and/or vacuum full floor area. Clean and polish metal doorknobs, push bars, kick plates, railings, and other metal surfaces; clean and polish wood handrails, doors and other wood surfaces; clean spots and marks off walls, dust all surfaces within approximately 70 inches from the floor. Wipe out soiled waste receptacle with damp cloth and replace liners as needed. Dust sills, ledges, furniture tops and clean water fountains. Spot clean column supports, door facings, and doors, using detergent solution in a spray bottle and sponge. Place furniture and related items in proper configuration.
- (2) Damp Mop and spray buff all hard and resilient floors.

NOTE: When damp mopping, a clean water and chemical solution will be used. Mops are to be rinsed often, and the water and chemical solution changed frequently to avoid any evidence of smearing.

- (3) Clean both sides of entrance door glass and glass surrounding entrance doors: within reach, remove smudges and soil from doors, windows and clock faces.

NOTE: Give special attention to lower walls and support columns.

B. Weekly:

- (1) Damp clean fire extinguishers, tops of vending machines, etc., with detergent solution as in 3.a, one (1) above, and rinse with clear water and sponge. Tank type vacuum to vacuum next to walls and under furniture.

C. Biweekly:

- (1) Dust fronts and sides of furniture, baseboards, molding, door frames, picture frames, undersides of chairs, using treated cloth, dust mop, or dusting mitt.

D. Monthly:

- (1) Spot clean upholstered fabric with shampoo solution and brush. Clean fiberglass furniture with cloth dampened with diluted neutral synthetic solution and naugahyde furniture with cloth dampened with detergent similar to boraxo. Vacuum overhead vents and light diffusers.

E. Quarterly:

- (1) Clean and polish metal door thresholds.

QUALITY REQUIREMENTS

THOROUGH SWEEPING: Floors shall be clean and free of trash and matter. No dirt shall be left in corners, behind radiators, under furniture or behind doors.

THOROUGH VACUUMING: Carpets shall be clean and free from dust balls, dirt and other debris; nap on carpets shall lie in one direction upon completion of the vacuuming task.

METAL POLISHING: Metal surfaces shall be free of smears, stains, and fingers marks. They shall be clean and bright and polished to a uniform luster.

WOOD POLISHING: Wood surfaces shall be clean and free of smudges and residue.

SPOT CLEANING: Smudges, marks or spots shall have been removed without causing unsightly discoloration.

THOROUGH DUSTING: There shall be no dust streaks. Corners, crevices, moldings and ledges shall be free of dust. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.

DAMP MOPPING AND SPRAY BUFFING: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished area should have a uniform luster.

GLASS CLEANING: All glass shall be clean and free of dirt, dust, streaks, watermarks and spots and shall not be cloudy.

CLEANING TOPS: Areas should be free of dust, dirt, grime, etc.

CLEANING: Fronts and sides should be free of dust, dirt, grime, etc.

SPOT CLEANING: Furniture should be free of spotty dirt areas, smudges, or other marks which give poor, unclean appearance.

CLEANING THRESHOLDS: Thresholds shall be clean and free of oil, grease, dirt and grime.

PROCEDURE 5

Biology Shop: (Room C106)

A. Monthly:

- (1) Sweep and/or vacuum full floor area. Clean and polish metal doorknobs, push bars, kick plates, railings and other surfaces.

B. Semiannually:

- (1) Strip seal and apply four (4) coats of floor finish to resilient flooring.

Air Quality: (Room B105)

A. Daily:

- (1) Vacuum or damp mop full floor area. Dust counter/table tops with damp cloth only – DO NOT MOVE EQUIPMENT and DO NOT SWEEP.

- (2) Damp mop all hard and resilient floors.
- (3) Empty wastebaskets and remove trash to designated disposal area.

B. Weekly

- (1) Clean sliding glass doors. Inside surfaces and doors inside the laboratory are to be cleaned with water only.
- (2) Dust all cabinets (including top) with a damp cloth only. Cabinet glass doors are to be cleaned with water only.

C. Quarterly/As Needed: Strip seal and apply four (4) coats of floor finish to all hard and resilient floors.

QUALITY REQUIREMENTS

THOROUGH SWEEPING: Floors shall be clean and free of trash and matter. No dirt shall be left in corners, behind radiators, under furniture or behind doors.

STRIPPING: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns, or scuff marks.

FINISHING: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.

NO WAX OR CHEMICAL CLEANERS ARE TO BE USED WITHOUT CONSULTING THE LABORATORY STAFF FOR APPROVAL

VACUUMING: Floors shall be clean and free of dust and trash. No dirt or dust shall be left in corners, under furniture or along cabinet bases.

DAMP MOPPING: Floors will be free of streaks, mop strands, and skipped areas.

GLASS CLEANING: NO ATOMIZED CHEMICAL SPRAYS ARE ALLOWED TO BE USED. All shall be free of streaks and skipped areas .

STRIPPING: All old finish and wax shall have been removed. There shall be no evidence of gum, rust, burns, or scuff marks. Water solutions shall not be used on wood flooring.

FINISHING: Walls, baseboards and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.

PROCEDURE 6

Stairways

- A. Daily: Police to remove litter, spot mop spills and heavy soil, spot clean doors, remove chewing gum.
- B. Every Other Day: Dust mop or vacuum stair landings and steps. Dust railings, ledges, grills, fire apparatus, and doors.

- C. Weekly: Vacuum treads and landings with portable vacuum and wash handrails with cloth and detergent solution. Spot clean walls and risers.
- D. Every Two Weeks: Mop stair treads.
- E. Monthly: Wet mop or scrub steps, risers and landings; clean glass surfaces and polish bright metal and woodwork. Spot walls to a height of approximately 70 inches.

QUALITY REQUIREMENTS

CLEANING: Stairs (risers, treads, landings) shall be free of litter, spills, and gum accumulations.

SWEEPING OR VACUUMING STAIRWAYS: Landings and treads shall be free of loose dirt, dust, streaks, gum or other foreign substances.

DUSTING: Railings, ledges, grills, fire apparatus and doors shall be dust free.

VACUUMING AND CLEANING: Landings and treads shall be free of loose dirt, dust, etc. Walls and risers shall have spots removed.

MOPPING: Stairs shall be free of dirt, streaks, marks, etc.

WET MOPPING OR SCRUBBING: Steps, risers and landings shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, etc., and present an overall appearance of cleanliness.

CLEANING: Glass shall be clean and free of dust, dirt, streaks and spots.

METAL POLISHING: Metal surfaces shall be free of smears, stains, and fingers marks. They shall be clean and bright and polished to a uniform luster.

WOOD POLISHING: Wood surfaces shall be clean and free of smudges and residue.

SPOT CLEANING: Smudges, marks or spots shall have been removed without causing unsightly discoloration.

PROCEDURE 7

Loading Areas: (Including platform, docks, and enclosed corridor outside of room C214)

- A. Daily: Sweep
- B. Quarterly: Wet mop or scrub

QUALITY REQUIREMENTS

SWEEPING: Loading areas shall be clean and free of trash, debris, and foreign matter. No dirt shall be left in corners, crevices or where sweepings were picked up.

WET MOPPING AND SCRUBBING: Areas shall be clean and free of dirt, string, gum, grease, tar, oil, spots, etc. and present an overall appearance of cleanliness. All surfaces shall be dry and corners clean.

PROCEDURE 8

Elevators:

- A. **Daily:** Clean all surfaces in the interior of the car, including floor track, with tank-type vacuum cleaner and polish bright metal surfaces. Vacuum carpets, damp mop and spray buff resilient floors. Continuously spot clean obvious soil from walls, doors, and floors, and remove gum as needed. Mop resilient elevator floors, using detergent solution. Rinse floors with mop dampened with clear water. Damp clean all elevator walls and doors on each floor, with sponge or cloth dampened in detergent solution. Dry with a clean, dry cloth.
- B. **Weekly:** Give complete cleaning, to include polishing of finished surfaces.
- C. **Semiannually:** Strip and apply four (4) coats of floor finish to all flooring.

QUALITY REQUIREMENTS

DUSTING (INTERIOR ELEVATOR SURFACES): All vertical and horizontal surfaces shall be clean and free of dirt or dust.

DAMP WIPING (INTERIOR ELEVATOR SURFACES): Wall surfaces shall be clean and free of finger marks and smudges.

CLEANING (ELEVATOR FLOOR TRACK): Floor tracks shall be clean and free of cigarette butts, matches, dirt and grime.

BRIGHT METAL POLISHING: Bright metal surfaces shall have a polished and lustrous appearance.

VACUUMING: Elevator carpets shall be free of dust balls, dirt and other debris.

DAMP MOPPING AND SPRAY BUFFING: Floors shall be free of streaks, mop strand marks and skipped areas. Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment. The finished areas should have a uniform luster.

CLEANING AND POLISHING: Interior surfaces of elevators and exterior walls, doors, and surfaces on each floor to give clean, polished appearance.

STRIPPING: All old finish or wax shall have been removed. There shall be no evidence of gum, rust, burns, or scuff marks.

FINISHING: Doors, walls and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks and skipped areas. The finished area shall have a uniform luster.

PROCEDURE 9

Drinking Fountains

- A. **Daily:** Clean drinking fountains with cleaner/disinfectant solution and a cloth. Wipe fountains dry with a clean, dry cloth to prevent water spotting.

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QUALITY REQUIREMENTS

CLEANING DRINKING FOUNTAINS: The porcelain or stainless steel surfaces shall be clean and bright, and they shall be free of dust, spots, stains and streaks. Fountains shall be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.

BRIGHT METAL POLISHING: Bright metal surfaces shall have a polished and lustrous appearance.

PROCEDURE 10

EDP and Electronic Equipment Areas:

- A. Floors shall be damp mopped only, on a daily basis.

QUALITY REQUIREMENTS

DAMP MOPPING: Floors shall be free of streaks, mop strand marks and skipped areas.

PROCEDURE 11

Entrance and Elevator Mats, Rugs and Carpets

- A. Daily: Vacuum. Use wet vacuum during wet weather.
- B. Every Two Months: Clean and shampoo entrance and elevator rugs as required to maintain quality standards but not less than six (6) times a year.

QUALITY REQUIREMENTS

VACUUMING: Carpets and rugs to be free of dirt, grime, etc.

SHAMPOOING (ENTRANCE AND ELEVATOR RUGS): Rugs shall be clean and free of dirt, grime, stains and excessive build-up and crusted material.

PROCEDURE 12

Windows and Glass

- A. Daily: Clean both sides of interior windows and inside of exterior windows to keep free of obvious smudges, finger prints, streaks, etc. This includes glass over and around exterior doors.
- B. Semiannually: Clean both sides of interior windows and inside of exterior windows using window cleaner.

QUALITY REQUIREMENTS

WINDOW WASHING: Washed glass shall be clean and free of dirt, grime, streaks and excessive moisture and shall not be cloudy. Window sashes, sills, wood work and other surroundings of interior glass shall be wiped free of drippings and other watermarks.

PROCEDURE 13

High Cleaning

A. **Annually:**

Clean by dusting or vacuuming surfaces and objects in the building approximately 70 inches and above from the floor. This includes but is not limited to the wall and ceiling adjacent to ventilating and air conditioning outlets, clocks, moldings around ceilings, tops of partitions, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, lockers, walls, surfaces shall be clean and free of dust. Where glass is present both sides shall be clean and free of streaks.

QUALITY REQUIREMENTS

HIGH CLEANING: Surfaces shall be clean and free of dust. Where glass is present, both sides shall be clean and free of streaks.

PROCEDURE 14

Locker Rooms:

- A. **Daily:** Empty all waste receptacles and replace soiled liners. Damp clean benches, furniture and lockers using cleaner/disinfectant in a plastic spray bottle and a clean cloth. Sweep floor with a treated dust mop or push broom(for wet floors) Mop floors with cleaner/disinfectant solution in mopping outfit. Wring mop slightly before applying. Rinse clear water as needed. Pick up litter, etc. and dispose of properly.

QUALITY REQUIREMENTS

CLEANING: Surfaces shall be free of smudges, dirt, streaks, etc. and floor should give clean appearance. No litter, debris, etc. should be in area.

SHOWER CLEANING: Inspect shower daily to see if there is evidence of use. If shower has been used, floor should be damp mopped and walls cleaned and sanitized utilizing a cleaner- disinfectant.

PROCEDURE 15

Trash Areas

- A. **Daily:** Empty contents of waste collection carts into container. Police ground area to remove litter. Use spray disinfectant on inside of collection containers and elsewhere, as needed, to eliminate germs, foul odors, etc.
- B. **Monthly:** Clean ground area around containers.

QUALITY REQUIREMENTS

CLEANING: Entire area shall be free of debris, trash, etc. and ground area shall be freshly cleaned daily.

CLEANING: Surrounding ground area to be free of grease, oil, and similar foreign substances.

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PROCEDURE 16

Trash Collection

- A. **Daily:** Empty contents of waste collection cans/carts into larger waste container. Place the waste cans/carts back to the original location. Each waste can/carts should be disinfected to eliminate germs and foul odors.

QUALITY REQUIREMENTS

COLLECTION OF TRASH BAGS: Bags will be collected and stored inconspicuously until removal and removed to compactor or disposal areas without delay. There should be no bags in evidence in public areas. All bags will be removed nightly.

PROCEDURE 17

Composition Floor Maintenance

- A. **Daily:**
- (1) Spot mop to pick up spills or heavy soil and dust mop floors which were spray buffed with a treated dust mop.
 - (2) Dust mop floors (includes under furniture), using a treated swivel dust mop. Pick up soil with dust pan. Vacuum clean dust mops as often as necessary to keep clean.
 - (3) Spray buff scuffed, marked, or dull floor areas to restore good appearance. Using a hand-grip type sprayer filled with water and floor finish (one-half water; one-half finish), spray a small area of floor at a time just in front of the floor machine. Buff with spray buff pad under floor machine until floor is dry and gloss appears. Change pads periodically, and wash out pads at end of day. (Make spray buff solution by mixing floor finish half and half with water and add about one or two ounces of detergent per gallon of mixture in a plastic, one-gallon jug.)
- B. **Every Second Day:** Spray buff halls, traffic patterns, and under desks in office areas.
- C. **Weekly:** Damp mop floors with neutral detergent solution.
- D. **Biweekly:** Buff all accessible areas.

QUALITY REQUIREMENTS

SPOT REMOVAL: Spots, burns, marks, etc., should not be visible on any floor surfaces. Floors should present a uniform appearance, free of scuff marks and all others.

DUST MOPPING: Floors should be free of all litter, trash and dust.

SPRAY BUFFING: Floor appearance should be free of streaks, scuff marks, mop marks, smudges, etc., which give an unsightly appearance. Walls baseboards, etc., shall be free of splashing and marks.

NOTE: When damp mopping, a clean water and chemical solution will be used. Mops are to be rinsed often, and the water and chemical solution changed frequently to avoid any evidence of smearing. Furniture will be replaced in its proper configuration when mopping and spray buffing is completed.

PROCEDURE 18

Carpet Care and Maintenance

NOTE: Study the definitions of cleaning and cleaning steps to be followed, in order to obtain high standards of quality and workmanship.

A. Definitions

- (1) Track-Off-Area: That area of the carpet which collects foot soil tracked from outdoors or from hard surface floors indoors. For maintenance planning, track-off areas at building entrances average sixty (60) square feet (6'x10'). Other track-off areas average six (6) square feet (2' x 3') at internal doorways, and 40 square feet (5' x 8') for 6' wide corridors that are partially carpeted. This also includes entrance mats.
- (2) Funnel Area: Where foot traffic is squeezed through a concentrated area, such as doorways, stairwells, in front of drinking fountains, vending machines, etc. Funnel areas should be figured at twelve (12) square feet (2' x 3' on each side of a door jam, or 2" x 6' in front of fountains and vending machines.)
- (3) Trash-Pick Up: Removing solid surface litter which does not adhere to the carpet fibers, such as bits of paper, paperclips, rubberbands, etc.
- (4) Stain Removal: Removal of those substances which adhere to the carpet fibers, such as coffee, chewing gum, food spills, paints, ink, etc.
- (5) Traffic Lane Maintenance: Dry cleaning of track-off and funnel areas.
- (6) Overall Cleaning: Cleaning the entire carpeted surface.
- (7) Vacuuming: This should be a daily operation and in some high traffic areas should be conducted more than once a day. The vacuum should be an upright beater-bar type with not only high suction capacity to draw soil and loose particles on the surface and just below the pile, but also a beater brush to help loosen the soil, and should be capable of covering a wide patch at a time. A top loading vacuum is best.

Examples of areas requiring different vacuuming schedules:

- a. Track-off and Funnel areas.
 - b. Corridors
 - c. Normal work spaces – i.e. General Offices, Conference Rooms.
 - d. Special areas – such areas which are specified as "Special" by the Building Manager or his representative.
- (8) Spotting: Since a spot is less likely to damage a carpet if it is removed as soon as it is seen, this, the sooner the better program" entails daily work. Different procedures and special directions are needed for different spots, but the general procedure should be as follows:

- a. Absorb wet spills with tissue, cloth, a clean sponge or paper towels.
- b. Determine the composition of the stain and follow specific procedures recommended for that type. (Unknown stains should be treated first with a non-volatile solvent, then other agents if required).
- c. Work to the center from the outside to prevent the formation of a ring or the spread of a stain. Apply only a small amount of any agent to a tissue or towel and press absorbent tissue into the dissolved stain and avoid rubbing. Do not rush, many stains need time to respond.
- d. Tap with a brush to work the agent into the pile and help break up hard or crusty staining material.
- e. Repeat, applying small amounts of cleaning agent and absorbing of stain until it is removed satisfactorily.
- f. Dry with weighted tissues to absorb all soil. A fan can be used to aid in drying as rapidly as possible to avoid overwetting.

Cleaning Method:

Cleaning shall be done by Dry Compound Cleaning Method which is especially effective in areas where oily staining, spilling or tracked-in grease causes a problem. With this method it often will not be necessary to clean an entire room. The soiled areas can be cleaned, "feathered", and blended into surrounding clean areas. Sometimes called the Dry Extraction Method, it utilizes a moist compound of organic material impregnated with a variety of solvents, detergents and water. There is another type that utilizes a whit clay powder mixed with water and detergents but no solvents. These materials can be easily applied by untrained custodial personnel and conveniently and effectively vacuumed away removing the soil. Any compound remaining in the carpet will assist in keeping the carpet clean and will be removed in subsequent, routine vacuuming.

Cleaning Steps:

- (1) Carefully move furniture away from traffic paths and soiled areas.
- (2) Vacuum with upright, brush/beater bar machine.
- (3) Apply a mist of pre-spray chemical to soiled areas as recommended by manufacturer.
- (4) Apply dry cleaning compound to soiled areas.
- (5) Brush with machine designed specifically for this method.
- (6) Brush compound back and forth through pile as recommended by manufacturer.
- (7) Remove all visible compound, with upright, brush/beater bar vacuum.
- (8) Carefully return items to original configuration.

A.. Daily:

- (1) Use small bottle or container of dry cleaning compound and a small, stiff bristle brush to spot clean carpets. Remove sticky materials such as gum.
- (2) Vacuum all trafficked carpeted areas. Use large area carpet vacuum for open areas. Use upright-type beater-bar carpet vacuum for smaller areas and sections of carpet inaccessible to large area

carpet vacuum. Use toy broom and long-handled dust pan to remove soil and carpet fuzz from baseboard areas inaccessible to carpet vacuum.

- B. Weekly: Use pile lifter vacuum to remove deeply embedded soil from carpet.
- C. Other Carpet Cleaning Requirements: In addition to the regular daily vacuuming and spot cleaning, some areas such as lobbies, waiting spaces and "funnel" areas (entrances, doorways, etc.) may require bonnet cleaning more often to remove heavier soil that daily cleaning program fails to remove.
- D. Cleaning Times: Services shall be carried out after 5:30 p.m. and before 10:00 p.m. on Monday through Friday, excluding State holidays. Exceptions to these hours will be specifically provided by the contract manager or their designee(s). Carpet maintenance services required to be performed during the contract period will be done as follows: (1) New Carpeting, less than six (6) months old-as indicated by the schedule herein, i.e. daily, weekly, semiannual, etc.
- E. Semiannual and Annual Cleanings: Certain heavily trafficked areas will require total cleaning more frequently than other less-used areas. Areas requiring semiannual and annual cleanings will be provided in written form upon implementation of this contract and in the month of July of every subsequent year of the contract, by the contract manager, to the Contractor.
- F. Protection: Carpet shall be carefully protected from soiling or damage on the premises after cleaning. If necessary, the Contractor shall protect all carpeting by placing protective nonabsorbent pads or foil between the furniture and the cleaned carpet.

QUALITY REQUIREMENTS

SPOT CLEAN REMOVAL: Smudges, marks, spots, etc., shall have been removed without causing unsightliness or discoloration.

VACUUMING: Carpeted areas shall be free and clean of dust balls, dirt, and other debris; nap on carpet shall lie in one direction upon completion of carpeting task.

CLEANING PROCESS: All traces of visible dirt, grime, and soil shall be removed and carpet shall be free of residual matter.

PROCEDURE 19

Emergency Washrooms

- A. Daily/As Needed
 - (1) Inspect daily to see if there is evidence of use. If showers have been used, floors should be damp mopped and walls wiped to remove moisture.
- B. Monthly
 - (1) Wet all waterproof surfaces of floor and wall fixtures with cleaner/disinfectant from a pump-up sprayer. Scrub floor and wall surfaces with scrub brush. Wipe all fixture and wall surfaces dry with clean cloth.

QUALITY REQUIREMENTS

DAMP MOPPING: Floors shall be clean and free of dirt, water streaks, and mop marks. All surfaces shall be dry. Drains shall be unplugged.

SCRUBBING: Floors and walls shall be clean, free of dirt and soap deposits. All surfaces shall be dry and the corners clean.

PROCEDURE 20

Employee Lounge and Kitchen

A. Daily:

- (1) Empty wastebaskets and remove trash to designed disposal area. Replace soiled waste receptacle liners. Wash or steam clean all cans used for collection of food remnants, inside and out.
- (2) Wipe all counter and table top surfaces with cleaner/disinfectant solution.
- (3) Sweep debris and litter from floors and spot clean floors and furniture as needed.
- (4) Clean sink with stainless steel cleaner.

QUALITY REQUIREMENTS

SOLID WASTE COLLECTION: All solid waste generated in the building shall be collected and removed to storage areas designated for trash by the Building Manager.

DAMP WIPING: Counter and table tops shall be free of dirt, food remnants, streaks and spots.

SWEEPING: Floors shall be free of obvious dirt and debris.

SINK CLEANING: Sink basin shall be clean and bright; there shall be no spots, stains, rust, mold, encrustation, or excess moisture.

PROCEDURE 21

Covered Walkway: Bridge connecting Third Floor of Lab Complex and Twin Towers Office Building.

A. Daily:

- (1) Sweep full floor area. Clean and polish handrails and doors.

B. Weekly:

- (1) Clean interior windows and window metal frames.

QUALITY REQUIREMENTS

THOROUGH SWEEPING: Floor shall be clean and free of trash and matter.

GLASS CLEANING: All glass shall be clean and free of dirt, dust, streaks, watermarks and spots, and shall not be cloudy.

PROCEDURE 22

RECYCLE CONTAINERS:

- A. **Daily:** Empty all containers which contain recyclable materials in the laboratory complex and deposit such materials in collection centers located on the DEP grounds. These containers shall collect white and colored paper. **Cardboard boxes will be removed daily. Aluminum cans and plastic bottles will be removed by the lab complex and are NOT a requirement under this contract.**

PROCEDURE 23

Miscellaneous Duties: In addition to the work specified above, the Contractor is expected to perform the following duties, in conjunction with cleaning operations:

- A. Organize and train employees to participate in building fire and other types of drills requiring building evacuation.
- B. Report fires, hazardous conditions, items in need of repair, and other matters which suggest the need for maintenance, replacement, or correction to the contract manager or designee(s).
- C. Close windows, turnoff lights and fans when not in use.
- D. Alert each employee to exercise reasonable vigilance in implementing the above duties and to notify his/her immediate supervisor as soon as possible concerning unusual actions, incidents, packages, or suspicious matters. Report at once to Contract Manager or designee(s).

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EXHIBIT I
PRODUCT DESCRIPTION

Each bidder must list all cleaning products to be used to perform the services contained in this ITB and the name of the manufacturer. The DEP shall review the product list and make a determination as to acceptability. If a product is unacceptable to the DEP, the bidder shall be responsible for selecting a replacement which meets DEP's approval. Due to the sensitive nature of testing being performed in the Laboratory Complex, this information is required to ensure that products used to clean do not adversely affect ongoing laboratory analysis.

<u>PRODUCT NAME:</u>	<u>PRODUCT MANUFACTURER:</u>
Lemon Pledge (example)	Johnson Wax (example)
_____ Toilet Paper 2-Ply _____	_____ Kimberly Clark Surpass _____
_____ Jumbo Toilet Paper 2-Ply _____	_____ Georgia Pacific _____
_____ Toilet Seat Covers _____	_____ Encore Paper Company, Inc. _____
_____ Multi Fold Paper Towels (natural) _____	_____ Georgia Pacific _____
_____ Multi Fold Paper Towels (natural) _____	_____ Kimberly Clark _____
_____ Roll Paper Towels _____	_____ Kimberly Clark _____
_____ Can Liners _____	_____ Capitol Poly _____
_____ Power Kleen _____	_____ Osceola Supply, Inc. _____
_____ Green Earth Peroxide Cleaner _____	_____ Betco _____
_____ Green Earth Glass Cleaner _____	_____ Betco _____
_____ Green Earth Daily Floor Cleaner _____	_____ Betco _____
_____ Green Earth Floor Stripper _____	_____ Betco _____
_____ Green Earth Floor Finish _____	_____ Betco _____
_____ Kem Care Pink Hand Soap _____	_____ Johnson & Johnson _____
_____ Lemon Pledge _____	_____ Johnson Wax Professional _____
_____ Colorox Clean-Up _____	_____ Proctor & Gamble _____
_____ Spic N Span _____	_____ Proctor & Gamble _____

EXHIBIT II
 Janitorial Services
 Monthly Inspection Form
 Month: _____

Location/Description	Condition	Corrective Action
Building A Bathrooms		
Building B Bathrooms		
Building C Bathrooms		
Building D Bathrooms		
Stairwells		
Loading Dock		
Covered Bridge Way from Lab Complex to Twin Towers		
Building A Office Area 1 st floor to the 4 th floor		
Lab Corridors- Building B and C 1 st floor		
Lab Corridors- Building B and C 2 nd floor		
Lab Corridors- Building B and C 3 rd floor		
Lab Corridors- Building B and C 4 th floor		
Lab Interiors- Building B and C 1 st		
Lab Interiors- Building B and C 2 nd		
Lab Interiors- Building B and C 3 rd		
Lab Interiors- Building B and C 4 th		
Biology Shop		
Rugs Cleaning		

DEP Contract Manager: _____

Date: _____

Contractor Supervisor/Representative: _____

Date: _____

CONTRACT PROVISIONS CHECKLIST – DEP Contract No. LAB044

DEP Procurement Section Use Only

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| <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Written Document* (Contract or Purchase Order) [287.058(4)] <input checked="" type="checkbox"/> Final Completion/Contract Term* [287.058 (1)(f)] <input checked="" type="checkbox"/> Renewal Provision* [287.058 (1)(g)] <input checked="" type="checkbox"/> Execution Date/Signature Page* [287.058(2)] <input checked="" type="checkbox"/> Scope of Work Clearly Establishing Tasks * [287.058(1)(d)] <input checked="" type="checkbox"/> Public Entity Crime* [287.133] <input checked="" type="checkbox"/> Unilateral Cancellation - Ch 119* [287.058(1)(c)] <input type="checkbox"/> Travel* [287.058 (1)(b)] <ul style="list-style-type: none"> <input type="checkbox"/> Fixed Price / Fee Schedule <input checked="" type="checkbox"/> No Travel Authorized <input type="checkbox"/> 112.061, F. S. <input checked="" type="checkbox"/> Identification of the Contract Managers, Titles, Phone No. <input checked="" type="checkbox"/> Termination for Failure to Perform <input checked="" type="checkbox"/> Termination for Convenience <input checked="" type="checkbox"/> Independent Contractor <input checked="" type="checkbox"/> Waiver of Rights <input checked="" type="checkbox"/> Change Orders <input checked="" type="checkbox"/> Sovereignty of the State (Exempt from Taxes) <input checked="" type="checkbox"/> Third Party Rights <input type="checkbox"/> Discrimination* [287.134] <ul style="list-style-type: none"> <input checked="" type="checkbox"/> General Provision <input type="checkbox"/> Discriminatory Vendor List <input checked="" type="checkbox"/> E-Verify * <input checked="" type="checkbox"/> Subcontracting <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Not authorized <input type="checkbox"/> Not authorized w/o DEP approval <input type="checkbox"/> Authorized w/o DEP approval <input type="checkbox"/> Contractor is responsible to pay all Subcontractors <input checked="" type="checkbox"/> Insurance Coverage <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Worker's Comp <input checked="" type="checkbox"/> Private Companies coverage (in addition to Worker's Comp) <input type="checkbox"/> Professional <input type="checkbox"/> Other <input checked="" type="checkbox"/> ENTIRE Agreement | <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Type of Business Entity (verified w/Dept. of State) <input checked="" type="checkbox"/> Annual Appropriation* [287.0582] <input checked="" type="checkbox"/> Pre & Post Audit/Submission of Invoice* [287.058(1)(a)] <input checked="" type="checkbox"/> Prompt Payment/Vendor Ombudsman* [215.422(5)] <input checked="" type="checkbox"/> Quantifiable, Measurable, Verifiable Deliverables* [287.058(1)(e)] <input checked="" type="checkbox"/> Performance Measures)* [287.058(1)(f)] <input checked="" type="checkbox"/> Increase/Decrease Language (if applicable) <input checked="" type="checkbox"/> Indemnification <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Private or non-profit organizations <input type="checkbox"/> State of Florida Governmental Agencies <input type="checkbox"/> Federal Gov't/State Agencies outside Florida <input checked="" type="checkbox"/> Delivery of Notices <input checked="" type="checkbox"/> Choice of Law/Forum <input checked="" type="checkbox"/> Conflict of Interest <input checked="" type="checkbox"/> MyFloridaMarketPlace Transaction Fee <ul style="list-style-type: none"> <input type="checkbox"/> Fee Exempt (include Fee Exemption Form) <input checked="" type="checkbox"/> Audit Language <input checked="" type="checkbox"/> Force Majeure <input checked="" type="checkbox"/> Copyright/Ownership of Documents* [287.058(1)(i)] <input checked="" type="checkbox"/> Liquidated Damages (or other Financial Consequences)* [287.058(1)(h)] <input checked="" type="checkbox"/> Scrutinized Companies (Non-governmental entities - Over \$1,000,000) * <input checked="" type="checkbox"/> Quality Assurance (when applicable, as required) <input checked="" type="checkbox"/> Safety <input checked="" type="checkbox"/> Alien Provision <input checked="" type="checkbox"/> PRIDE Provision 946.515 (6) F. S. (non-profit & profit organizations) <input checked="" type="checkbox"/> RESPECT Provision 413.036(3) F. S. (non-profit & profit organizations) <input type="checkbox"/> Equipment Purchases [Rule 60A-1.017] <ul style="list-style-type: none"> <input type="checkbox"/> Equipment Purchases Authorized (Non-expendable \$1,000.00 & over.) <ul style="list-style-type: none"> <input type="checkbox"/> Property Reporting Form (Attachment _____) <input type="checkbox"/> Equipment Purchases not authorized |
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For Professional Services:

- Truth in Negotiation Form - 287.055 (5)(a)
- Non-current Wage Rate Clause (recover after audit)
- Contingency Fee [287.055 (6)].

For Federally Funded Contracts:

- Lobbying Language (May require 3 separate provisions)
 - Agreements \$100,000 and over (standard clause)
 - Subcontracting (all federal contracts) Lobbying Disclosure Act of 1995
- Lobbying and Litigation (EPA)

- MBE Language (Federal MVE/WBE) and SB Utilization
- Debarred Suspended Paragraph
- Federal Attachments for Provisions and Regulations
- Drug Free Workplace
- Hotel/Motel Facilities

***Required Provisions**

**GETTING STARTED CHECKLIST
(TO BE COMPLETED PRIOR TO DRAFTING CONTRACT)**

DEP Contract No: LAB044 **Type of Entity:** Corporation

Do you have the following:	
Completed, signed Contract Initiation Form?	YES (ITB)
Is funding information, including BE code , provided?	
If over \$5 million, is line item of appropriation included?	N/A
Scope of Work (including tasks, deliverables, cost per task or deliverable, timeline and performance measures for deliverables)?	YES
Budget (by Task or Deliverable)?	
Cost Analysis (required for non-competitively awarded contracts)?	N/A
Completed Vendor/Recipient Checklist (state vs. federal)?	
Insurance Certificate(s)?	
Necessary Approvals: Single Source Emergency Attorney General OTIS	
Copy of Federal Award (if federally funded)	
If you do not have all of the above, contact the Department's Contract Manager and ask that they send them to you.	
Notes/Comments: Funding & Insurance Info has been requested.	
Have you checked the following:	
Valid W-9	Working on this
Registration in MFMP	Yes
Registration with Department of State	Yes
DMS Convicted/Suspended Vendor Lists	
Federal Excluded Parties List, if federally funded	
Scrutinized Companies List	
Notes/Comments:	

Procurement Staff Member: Gerri Lynn Faircloth