

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL

Janitorial Services – State Materials Office, Gainesville, FL

DOT-RFP-19-9094-SJ

Sealed Bids Due Date & Time:

Tuesday, June 25, 2019 @ 3:00PM EST

CONTACT FOR QUESTIONS:

Sherill Johnson, Procurement Agent
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
sherill.johnson@dot.state.fl.us
Phone: (850) 414-43281

EXHIBIT C - PRICE PROPOSAL FORM (Page 1 or 2)RFP Number: DOT-RFP-19-9094-SJFOB: State Materials Research Park
5007 N.E. 39th Avenue
Gainesville, Florida 32609RFP Title: Janitorial Services for the State Materials Office – Gainesville, Florida**Services to be provided as specified in attached Exhibit “A”, Scope of Services.****Anticipated Term of Contract: Five Years from Contract Execution****Evaluation of the price proposal will be based on the Total Maximum Contract Amount****Cost of All Services:**

Monthly Rate \$_____ x 12 months = \$_____ yearly

X 5 years = \$_____ (Total Maximum Contract Amount)

*Notes: The cost of all services shall include the costs of salaries, overhead, fringe benefits, operating margin and expenses.**The Department has a total maximum budgetary amount of \$500,000.00 for the contract resulting from this solicitation. Proposals received that exceed the total maximum budgetary amount will be considered non-responsive. See Special Condition 21, RESPONSIVENESS OF PROPOSALS.**Proposer acknowledges to take whatever action is necessary to verify, and if necessary, adjust the approximations provided in Appendix A: Facility List when planning to submit proposal. By submitting a proposal, the proposer acknowledges that he/she has conducted a walk-through inspection of the building, verified the square footage of all cleanable areas, and has based their proposal upon their own independent analysis of the space measurements.*

EXHIBIT C - PRICE PROPOSAL FORM (Page 2 of 2)

RFP Number: DOT-RFP-19-9065-SJ

FOB: State Materials Research Park
5007 N.E. 39th Avenue
Gainesville, Florida 32609

RFP Title: Janitorial Services for the State Materials Office – Gainesville, Florida

Services to be provided as specified in attached Exhibit “A”, Scope of Services.

Anticipated Term of Contract: Five Years from Contract Execution

RENEWAL: see Special Condition 33).

THE UNIT RATE(s) WILL APPLY TO THE INITIAL TERM AND ANY RENEWAL PERIODS.

NOTE: Unit Rates must be stated specifically in dollars and cents, NOT a percentage increase.

MFMP Transaction Fee: 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. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: _____ FEID # _____

Address: _____ City, State, Zip _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

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

375-040-18
PROCUREMENT
03/17

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
03/17

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
OGC – 07/18

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor’s Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.475, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

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: _____

Date: _____

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to provide Janitorial Services for the State Materials Office in Gainesville, Florida. It is anticipated that the term of the contract will begin on the date of contract execution and be effective through five years from the date of contract execution.

The Department intends to award this contract to the responsive and responsible Proposer whose proposal is determined to be the most advantageous to the Department. After the award, said Proposer will be referred to as the "Vendor". For the purpose of this document, the term "Proposer" means the prime Vendor acting on its own behalf and those individuals, partnerships, firms, or corporations comprising the Proposer team. The term "proposal" means the complete response of the Proposer to the Request for Proposals (RFP), including properly completed forms and supporting documentation.

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 RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal.

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
MANDATORY SITE VISIT The Florida Department of Transportation State Materials Research Park 5007 N.E. 39 th Avenue, Gainesville, FL 32609	06-10-2019	10:00 AM
All Vendors must sign in before the start time of the site visit. No bids will be accepted from any vendor(s) that shows up late for the Mandatory Site Visit.		
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	06-12-2019	05:00 PM
PROPOSALS DUE, ON OR BEFORE (Technical and Price Proposal) Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent 605 Suwannee Street, Mail Station 20 Tallahassee, Florida 32399-0450 Phone: (850) 414.4381	06-25-2019	03:00 PM
PUBLIC OPENING (Technical Proposal) Florida Department of Transportation Central Procurement Office Attn: Sherill Johnson, Procurement Agent 605 Suwannee Street, Room 129 Tallahassee, Florida 32399-0450	06-25-2019	03:00 PM

PUBLIC OPENING / MEETING (Price Proposal)**07-03-2019**

RFPSHELL. 02/2019

10:00 AM

Florida Department of Transportation
Central Procurement Office
Attn: Sherill Johnson, Procurement Agent
605 Suwannee Street, Room 129
Tallahassee, Florida 32399-0450

POSTING OF INTENDED AWARD**07-03-2019****3) AGENDA FOR PUBLIC MEETINGS****Agenda – Public Opening (Technical Proposals)**

Agenda for Public Opening of Technical Proposals for DOT-RFP-19-9094-SJ:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical Proposals received timely will be opened, with proposer’s name read aloud and tabulated. Price proposals will be kept secured and unopened until the Price Proposal Opening.
- Adjourn meeting.

Agenda – Price Proposal Opening & Intended Award Meeting

Agenda for Price Proposal Opening and Intended Award meeting for DOT-RFP-19-9094-SJ:

Starting Time: see “Timeline” in RFP solicitation

- Opening remarks of approx. 2 minutes by Department Procurement Office personnel.
- Public input period – To allow a maximum of 15 minutes total for public input related to the RFP solicitation.
- At conclusion of public input or 15 minutes, whichever occurs first, the Technical evaluation scores will be summarized.
- Announce the firms that did not achieve the minimum technical score.
- Announce the firms that achieved the minimum technical score and their price(s) as price proposals are opened.
- Calculate price scores and add to technical scores to arrive at total scores.
- Announce Proposer with highest Total Score as Intended Award.
- Announce time and date the decision will be posted on the Vendor Bid System (VBS).
- Adjourn.

4) SPECIAL ACCOMMODATIONS

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation 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**

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers 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. 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 Request for Proposal 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 proposers 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 RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting their proposal.

WRITTEN TECHNICAL QUESTIONS should be submitted to:

FDOT Procurement Office

Attn: Sherill Johnson

605 Suwannee, Street, Mail Station 20, Tallahassee, Florida 32399-0450

Or sherill.johnson@dot.state.fl.us

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (850) 414-4381

4) ORAL INSTRUCTIONS / CHANGES TO THE REQUEST FOR PROPOSAL (ADDENDA)

No negotiations, decisions, or actions will be initiated or executed by a proposer 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 RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All Addenda will be acknowledged by signature and subsequent submission of Addenda with proposal 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 Price Proposal. 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 a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced after final evaluation and totaling of scores at the Price Proposal opening specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the following criteria, in the order of preference listed below (from highest priority to lowest priority):

1. Section 295.187(4), Florida Statutes; Veteran Business Enterprise
2. Section 287.087, Florida Statute; Drug Free Work Place
3. Section 287.057(11); Minority Business Enterprise

In the event that the application of the above referenced preferences does not resolve the identical replies, the Department shall determine the award by means of random drawing.

8) **MANDATORY SITE VISIT**

A MANDATORY site visit will be held at the date, time and location in the Timeline. Each proposer must fully acquaint themselves with the conditions which may in any manner affect the work to be done or the equipment, materials and labor required to perform the services required under the conditions of this solicitation. This may require an on-site visit. Ignorance of the conditions or requirements will not relieve the Vendor from their liability and obligation under the contract.

Attendance at this site visit is MANDATORY. Failure by a proposer to attend or be represented at this site visit will constitute a non-responsive determination of their proposal package. Proposals found to be non-responsive will not be considered.

9) QUALIFICATIONS

9.1 General

The Department will determine whether the Proposer is qualified to perform the services being contracted based upon their proposal demonstrating satisfactory experience and capability in the work area. The Proposer shall identify necessary experienced personnel and facilities to support the activities associated with this proposal.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

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 proposal due date and time, but in any case, must be obtained prior to the award of the contract. For authorization, contact:

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

9.4 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal 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 proposal 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, Sherill Johnson, Procurement Agent, 605 Suwannee Street, Mail Station 20, Tallahassee FL 32399** within ten (10) days after the ending date of the period for posting the intended award decision.

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 minimum per person and \$300,000.00 minimum each occurrence, and property damage insurance of at least \$200,000.00 minimum each occurrence, for the services to be rendered in accordance with 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) will not be accepted.

12) PERFORMANCE BOND

A Performance Bond is not required for this project.

13) METHOD OF COMPENSATION

For the satisfactory performance of these services the Vendor shall be paid as described in the attached Exhibit "B", 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 proposal, the proposer agrees to be legally bound by these terms and conditions.

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

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

capability adequate to meet the contract requirements.

Should the Department determine that the proposal has material misrepresentations or that the size or nature of the Proposer's facilities 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 proposal.

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

Any person who is adversely affected by the contents of this Request for Proposal 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

ALL Responses, regardless of dollar value, 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.

A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, 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 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

19) RESERVATIONS

The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal 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 RFP by the proposer. Any conditions placed on any aspect of the proposal documents by the proposer may result in the proposal being rejected as a conditional proposal (see "RESPONSIVENESS OF PROPOSALS"). **DO NOT WRITE IN CHANGES ON ANY RFP SHEET.** The only recognized changes to the RFP prior to proposal opening will be a written Addenda issued by the Department.

21) **RESPONSIVENESS OF PROPOSALS**

21.1 Responsiveness of Proposals

Proposals 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 proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving seventy (70) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal 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, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures. ALL determinations of responsiveness will be the responsibility of the FDOT Procurement Office.

21.2 Multiple Proposals

Proposals may be rejected if more than one proposal is received from a Proposer. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated. Subcontractors may appear in more than one proposal.

21.3 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the General Services Administration Excluded Parties List. Proposers whose proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to determine which proposals meet the requirements of this solicitation, and which Proposers are responsive and responsible.

22) **PROPOSAL FORMAT INSTRUCTIONS**

22.1 General Information

This section contains instructions that describe the required format for the proposal. All proposals submitted shall contain two parts and be marked as follows:

PART I TECHNICAL PROPOSAL NUMBER DOT-RFP-19-9094-SJ:
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER DOT-RFP-19-9094-SJ:
(One Separately Sealed Package for Prices)

THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX.

22.2 Technical Proposal (Part I) (4 copies)
(Do not include price information in Part I)

The Proposer must submit one (1) original and (3) copies of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER DOT-RFP-19-9094-SJ: ".

1. EXECUTIVE SUMMARY

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein. The Proposer is encouraged to limit the summary to no more than ten (10) pages.

2. PROPOSER'S MANAGEMENT PLAN

The Proposer shall provide a management plan which describes administration, management and key personnel.

a. Administration and Management

The Proposer should include a description of the organizational structure and management style established and the methodology to be used to control costs, services reliability and to maintain schedules; as well as the means of coordination and communication between the organization and the Department.

b. Identification of Key Personnel

The Proposer should provide the names of key personnel on the Proposer's team, as well as a resume for each individual proposed and a description of the functions and responsibilities of each key person relative to the task to be performed. The approximate percent of time to be devoted exclusively for this project and to the assigned tasks should also be indicated.

3. PROPOSER'S TECHNICAL PLAN

The Proposer shall provide a technical plan which explains their technical approach, facility capabilities, and prior relevant experience.

a. Technical Approach

The Proposer should explain the approach, capabilities, and means to be used in accomplishing the tasks in the Scope of Services, and where significant development difficulties may be anticipated and resolved. Any specific techniques to be used should also be addressed.

b. Facility Capabilities

The Proposer should provide a description and location of the Proposer's facilities as they currently exist and as they will be employed for the purpose of this work.

c. Prior Relevant Experience

The Proposer should provide a summary, with description, date, and location of the prior relevant experience they have acquired in providing/performing this work.

4. WORK PLAN

The Proposer shall provide a Work Plan which sets forth on an average the estimated staff-hours for each skill classification that will be utilized to perform the work required.

22.3 Price Proposal (Part II) (2 copies)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER DOT-RFP-19-9094-SJ: ". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than 10 point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither necessary nor desired.

It is recognized that existing financial reports, documents, or brochures, such as those that delineate the Proposer's general capabilities and experience, may not comply with the prescribed format. It is not the intent to have these documents reformatted and they will be acceptable in their existing form.

23) **"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 first in accordance with section 295.187(4), Florida Statutes, giving preference to "Veteran Business Enterprise" then to bid responses from vendors that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response to be eligible for this preference.

24) **COPYRIGHTED MATERIAL**

Copyrighted material will be accepted as part of a technical proposal 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.

25) **ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL**

The Proposer 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 Request for Proposals, Number RFP-DOT- RFP-19-9094-SJ-Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

This Request for Proposal does not commit the Department or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a proposal or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

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

**Florida Department of Transportation
Central Procurement Office
Attn: Sherill Johnson, Procurement Office
605 Suwannee Street, Mail Station 20
Tallahassee, Florida 32399-0450
Phone: (850) 414.4381**

It is the proposer's responsibility to assure that the proposal (Technical and Price proposal) is delivered to the proper place **on or before** the Proposal Due date and time (See Introduction Section 2 Timeline). Proposals which for any reason are not so delivered will not be considered.

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided.

All proposals and associated forms shall be signed and dated in ink by a duly authorized representative of the Proposer.

Each Proposer shall fully acquaint itself with the conditions relating to the performance of the services under the conditions of this Request for Proposal. This may require an on-site observation.

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

29) PROPOSAL OPENING

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline). Price Proposals, which have a corresponding responsive Technical Proposal, will be opened by the Department at the date, time and location in the Timeline (See Introduction Section 2 Timeline).

30) PROPOSAL EVALUATION**30.1 Evaluation Process:**

A Technical Review Committee (TRC) will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The TRC will be composed of at least three (3) persons who collectively have experience and knowledge in the program areas and service requirements for which the commodities and/or contractual services are sought.

The Procurement Office will distribute to each member of the TRC a copy of each technical

proposal. The TRC members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. Due to the complexity of certain procurements, the TRC members are authorized to consult with subject matter experts for the purpose of gathering information, if needed. The independent evaluations will be sent to the Procurement Office and averaged for each vendor. Proposing firms must attain an average score of seventy (70) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than seventy (70) points for their average Technical Proposal score, the Price Proposal will not be opened.

During the process of evaluation, the Procurement Office will conduct examinations of proposals for responsiveness to requirements of the RFP. Those determined to be non-responsive will be automatically rejected.

30.2 Oral Presentations

THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

30.3 Price Proposal

The Proposer shall complete the Price Proposal form and submit as part of the Price Proposal Package. Any proposal in which this form is not used or in which the form is improperly executed may be considered non-responsive and the proposal will be subject to rejection. The vendor's completed form shall become a part of the contract upon award of the contract.

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The Procurement Office and/or the Project Manager/TRC will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/TRC will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

Proposals will be evaluated and graded in accordance with the criteria detailed below.

- a. Technical Proposal (100 Points)
 Technical evaluation is the process of reviewing the Proposer's response to evaluate the experience, qualifications, and capabilities of the proposers to provide the desired services and assure a quality product.

The following point system is established for scoring the technical proposals:

	<u>Point Value</u>
1. Executive Summary	15
2. Management Plan	25
3. Technical Plan	30
4. Work Plan	30

- b. Price Proposal (40 Points)

Price evaluation is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted.

The criteria for price evaluation shall be based upon the following formula:

$$\underline{(\text{Low Price} / \text{Proposer's Price}) \times \text{Price Points} = \text{Proposer's Awarded Points}}$$

31) POSTING OF INTENDED DECISION/AWARD

31.1 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 proposer 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.

31.2 - Inability to Post:

If the Department is unable to post as defined above, the Department will notify all proposers by electronic notification on the Florida Vendor Bid System (see special condition 31.1, above) or by mail, fax, and/or telephone. The Department will provide notification of any future posting in a timely manner.

31.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the price proposal 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 proposer.

32) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives a Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager, indicating the encumbrance of funds and award of the contract:

33) 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.

34) ATTACHED FORMS

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

MBE Planned Utilization (Form 375-040-24)
Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)

35) **TERMS AND CONDITIONS**

35.1 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 RFP by reference. Any terms and conditions set forth in this RFP 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 solicitation:

Paragraph 31, Dispute Resolution - PUR 1000

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

35.2 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 RFP by reference. Any terms and conditions set forth in this RFP 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 solicitation:

Paragraph 3, Electronic Submission – PUR 1001

Paragraph 4, Terms and Conditions – PUR 1001

Paragraph 5, Questions – PUR 1001

35.3 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.

36) **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

Appendix I (Terms for Federal Aid Contracts) and/or Appendix II (Information Technology Resources)

Instructions to Respondents (PUR 1001)

General Conditions (PUR 1000)

Introduction Section

37) **BUDGETARY LIMITATION**

The Department has a total maximum budgetary amount of \$500,000.00 for the contract resulting from this solicitation. Proposals received that exceed the total maximum budgetary amount will be considered non-responsive. See Special Condition 21, RESPONSIVENESS OF PROPOSALS.

Exhibit "A"
STATE MATERIALS OFFICE JANITORIAL SERVICES
SCOPE OF SERVICES

Contents

1. Definitions
2. Overview
3. Deliverables/Contract Termination
4. Payment
5. Performance Standards
6. Staffing
7. Subcontractors
8. Background Checks
9. Damages
10. Safety Requirements
11. Material Safety Data Sheets
12. Environmental Health, Safety, Hazardous Substances and Hazardous Materials
13. Fines, Citations, Damages
14. Pre-Service Conference
15. Work Hours
16. Cleaning Plan
17. Facility Regulations
18. Employee Training
19. Quality Control
20. Inspection and Acceptance
21. Meeting
22. Silence of Specification
23. Supplies
24. Supervision
25. Custodial Services
26. Recycling Office Paper
27. Other Services
28. Light Fixture Cleaning
29. Loss or Damage
30. Security
31. Communications
32. Reporting Requirements
33. Contractor Not Employee or Agent
34. Appendices (A-E)

1 Definitions:

Contract Manager – The Department’s official responsible for administering this contract.

Common Areas – Those areas such as hallways, lobbies, dining, break and reception areas, and the circulation space adjacent to workstation areas.

Custodial Services – Those services described in these specifications.

Department – The Florida Department of Transportation.

EPA – The Environmental Protection Agency.

Facilities – The State Materials Research Park, Gainesville, FL 32609

HIV – Human Immunodeficiency Virus.

MSDS – Material Safety Data Sheets.

OSHA – The Federal Occupational Safety and Health Act.

PSI – Pounds per square inch.

TB – Tuberculosis.

Workstation Areas – Those areas inside a modular workstation.

2. Overview.

This contract is to provide full-service cleaning services for the State Materials Research Park, Gainesville, FL 32609.

Cleaning may only occur after 3:00 p.m., or when the building is vacant on weekends or holidays. Floor mopping or stripping/waxing may not begin until after 5:30 p.m. except on weekends and holidays. There are to be NO loud activities before 5:30 p.m., i.e.: vacuuming. Any deviation from proposed schedules must be approved in advance by the Department’s contract manager.

3. Deliverables/Contract Termination.

The Contractor agrees to follow customary/standard industry practice in the performance of all custodial services specified herein. The Department will have the sole authority to determine whether the Contractor has provided satisfactory services that meet customary/standard industry practice. Should the Contractor fail to adhere to these standards as determined by the Department, the Department may deem such failure as sufficient cause for default and immediately terminate this Contract.

4. Payment.

The Parties agree that acceptance of invoices by the Department is contingent upon the Contractor conducting the “Monthly Meeting” as described in Section 21, and the Department’s receipt of a completed Monthly Report, as required by Section 32.

5. Performance Standards.

The Contractor shall meet all performance standards set forth in the specifications provided herein. The Contractor shall warrant that all work performed complies with customary/standard industry practice as defined by the Department, and shall perform all such work in a professional manner.

6. Staffing.

Each employee will be required to badge in/out each night, with their FDOT provided security badge.

7. Subcontractors.

It is the Department's intent that the Contractor will only use its own employees to perform work under this contract, and as such, the Contractor **will not subcontract** any work without prior written approval by the Department.

8. Background Checks.

The Contractor is solely responsible for obtaining a Level II FDLE background checks on each and every employee (hereinafter collectively referred to as "personnel,") working on this contract. Documentation of the background checks must be provided to the Department's Contract Manager before any contractor personnel may work under this contract. The Contractor will pay all costs associated with obtaining background checks.

9. Damages.

If the Department, in its sole discretion, believes that the Contractor has performed incomplete work or has performed unsatisfactorily, the Contractor shall either reimburse the Department for the total invoice amount of a replacement contractor who completes the work to the Department's satisfaction, or the Department may deduct the cost of the replacement work from subsequent invoices and payment due the Contractor for other work. The Decision, regarding which method will be used to pay for the replacement work, will be made solely by the Department.

10. Safety Requirements.

Contractor shall comply with all applicable requirements and standards of the OSHA.

11. Material Safety Data Sheets.

Contractor shall provide to the Contract Manager MSDS literature for each chemical/compound used in the performance of the contract before the commencement of any work specified herein. Hazardous products shall not be used on this contract.

12. Environmental Health, Safety, Hazardous Substances and Hazardous Materials.

The safety of the Contractor's personnel and the Department's employees are of primary concern. Contractor shall use due diligence in the performance of all work specified herein, and shall perform all such work in accordance with all OSHA standards. Hazardous substances and materials will not be used to perform work under this contract, and any such hazards or conditions identified while performing work under this contract will immediately be brought to the attention of the onsite supervisor and the Department's Contract Manager.

13. Fines, Citations, Damages.

The Contractor shall be solely responsible for any and all fines, damages or penalties of any sort levied by local, state or federal regulators against the Department for incidents resulting from non-compliance relating to regulatory violations and/or negligence on the part of the Contractor, including but not limited to spills, leaks, false alarms, injuries to the environment, injuries to humans or damages to real property. The Contractor shall be solely responsible for any and all costs, expenses, attorneys' fees and or travel incurred by the Department relating to such violations or negligence.

14. Per-Service Conference.

Contractor and its onsite supervisor shall meet with the Contract Manager prior to beginning work under this contract to discuss and develop mutual understandings relative to interpretation or questions concerning specifications, work schedules, material submittals, work and safety practices, or contract administration. At this Pre-Service Conference, the Contractor shall submit:

Telephone numbers of the onsite supervisor, and a representative who may be reached telephonically 24-hours a day, to resolve within 2 hours, any problems identified by the Contract Manager or other Department Official.

A List of Cleaning Supplies and relevant MSDS (*Must be identified by brand name and manufacturer*)

Proof of background checks for all personnel performing work under this contract.

15. Work Hours.

Facility to be cleaned under this contract will be occupied by Department employees during regular work hours, which are Monday through Friday, 6:30 a.m. until 6:30 p.m., excluding official state holidays. The Contractor shall commence night Custodial Services no earlier than 3:00 p.m. with no mopping, carpet vacuuming, extraction or floor stripping to begin before 5:30 p.m. Monday through Friday except for weekends or holidays. Contractor shall complete night custodial services and vacate the facility, with all lights out, no later than 12:00 a.m., or such other time as agreed upon by the Contract Manager. The Department reserves the right to adjust work hours to serve the specific needs of the facility. The Department expects the Contractor and its staff to be proactive in conserving energy by ensuring lights are out in offices, common areas, etc., when the lights are not needed to perform work. Leaving lights unnecessarily on is a breach of this contract and may result in immediate termination of this contract. Leaving doors unlocked or propped open will constitute a breach of this contract and may result in immediate termination of this contract.

16. Facility Regulations.

The Contractor agrees that none of its personnel shall enter any restricted areas, which include air handler, telephone and battery storage rooms, the maintenance shop, and the personnel file room. The onsite 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 Contractor personnel allow persons not employed by the Contractor 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.

Contractor personnel will not use the Department's equipment, computers, fax machines, copiers, telephones, or the personal items owned by the Department's employees. A microwave, telephones, and a refrigerator are available to Contractor personnel, only on the first-floor break room area.

All Contractor personnel shall adhere to the Department policies and procedures regarding discrimination, sexual harassment and violence in the workplace, as explained in Appendix D.

The Department's Contract Manager may require the Contractor to refrain from assigning any employee to work on this contract for any reason determined to be in the best interests of the Department.

All contract personnel must wear a Department provided access control/identification badge at all times while on Department premises.

17. Employee Training.

The Contractor is solely responsible for and shall train all of its personnel regarding any and all performance and safety requirements specified herein. Documentation of training shall be retained for five (5) years by the Contractor and accessible for inspection by the Contract Manager.

18. Quality Control.

Contractor shall perform a detailed inspection covering a minimum of 20% of the cleaned space nightly and document this inspection on the onsite supervisor's Nightly Cleaning Report, a copy of which is included as Appendix E. The Contractor shall inspect 100% of the cleaned space each week of the term of this contract. A written report shall be maintained by the Contractor regarding these inspections, and a copy shall be submitted weekly to the Contract Manager.

19. Inspection and Acceptance.

Any and all services rendered under this contract, including quality of work are subject to inspection by the Contract Manager during Contractor's operations as well as upon completion of the work each month. A representative of the Contractor and the Contract Manager (or his/her designee) shall inspect the Facility using the Quality Evaluation form attached as Appendix B, to evaluate and report the results of this inspection.

20. Meeting.

The Contractor's onsite supervisor shall meet with the Contract Manager at least weekly, or on a more frequent basis as needed if requested by the Department, to inspect facilities or to resolve cleaning issues.

The owner or a senior manager in the Contractor's organization acceptable to the Department shall meet at least monthly with the Department to review the Monthly Summary Report (Appendix C), discuss cleaning issues, address any related problems, and to submit the monthly invoice for approval by the Contract Manager. It is critical to the administration of this contract that the owner or Senior Manager (higher in the organizational structure than the onsite manager) inspect the premises and meet with the Department's Contract Manager at least monthly. Failure to comply with this contract requirement for two consecutive months will subject the contractor to a monetary deduction from the next invoice submittal of \$1,000.00 per occurrence, which will be deducted at the discretion of the Contract Manager.

22. Silence of Specification.

The apparent silence of these specifications on any detail or omission concerning any point needed to be thoroughly clean the facility to the Department's satisfaction, shall imply that only the best commercial cleaning practices are to be used in providing the services and that only materials and workmanship of high quality are to be used. In the event of a dispute regarding what constitutes the best commercial cleaning practices, materials, or workmanship, the Contract Manager's decision will be final.

23. Supplies.

Contractor shall furnish all paper products, cleaning supplies, equipment, liners, hand soap, etc., and may only use such products as approved by the Contract Manager. All products used shall be stored in a clean, neat and safe manner within designated areas within the facility. Contractor shall submit a list of all cleaning chemicals, with MSDS literature, at the Pre-Service Conference. Label data must be transferred to smaller containers and spray bottles to ensure personnel safety and proper use, per 29 CFR 1910.1200.

All products provided by the Contractor shall meet the requirements of section 4.2 of Executive Order 07126 which specifies that “Florida Climate Friendly Preferred Products” are available for use on State Contracts. Cleaning products listed on the “Green Seal” web-site (www.greenseal.org) are approved for use under Executive Order 07-126. All paper products and cleaning supplies used on this contract must meet the requirements of Executive Order 07-126 and must be approved by the Department’s Contract Manager prior to use.

Contractor shall use existing toilet paper dispensers as currently provided at facility. Contractor shall at its expense supply soap dispensers. The Department shall approve any new dispenser prior to purchase by the Contractor. The Contractor shall only use anti-microbial hand soap.

The Contractor 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. Contractor shall use a non-toxic neutral all-purpose cleaner. Contractor 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 a Department representative. All other cleaners shall be industry standard products, with nonflammable and low toxicity. No flammable products, including gasoline, shall be stored in the facility.

Contractor shall submit samples of toilet paper, seat covers, soap, supplies, etc. to the Contract Manager for prior approval. Minimum Inventory: Contractor shall maintain a minimum inventory equal to two (2) weeks stock of these supplies on site at all times.

24. Supervision.

An experienced onsite supervisor must be on site during all hours work is performed. Contractor’s onsite supervisor shall make an appointment to inspect the facility with the Contract Manager and to handle special problems when required.

25. Custodial Services.

The Contractor shall provide the following services:

A. Daily Services:

Floors:

1. Vacuum all high traffic areas, carpeted areas, circulation space outside door mats;
2. Sweep and damp mop all hard floors (vinyl, tile, and terrazzo);
3. Spot clean carpet spills as necessary;
4. Use back-pack vacuums to sweep and dust mop all non-carpeted areas (All laboratories, forklift lanes, sidewalks, loading docks, outside patio, outside work area, and any other non-carpeted areas)

Restrooms:

1. Floors- Damp mop and rinse with sanitizing solution. Ceramic tile floors shall be swept and damp mopped with warm water and a sanitizing solution. To remove stains, use vinegar and warm water only, or other cleaning products approved by the Contract Manager;
2. Clean and sanitize commodes, urinals, and lavatories with a scratch-free cleanser;
3. Clean mirrors with glass cleaner;
4. Empty waste receptacles and replace the liner. Clean trash receptacles if necessary;
5. Clean towel and toilet tissue dispensers. Refill towel and toilet paper dispensers;
6. Hand soap shall be fully stocked of liquid;
7. Damp wipe restroom walls, door handles, flush valves, and toilet/urinal partitions using a scratch-free sanitizing solution, keep stainless steel in spot clean condition;
8. Disinfect bathroom drains;
9. Refill bags for used feminine hygiene products and seat covers;

Receptacles:

1. Collect all trash and place trash in the appropriate dumpster on the outside of the building; Wash and clean all receptacles as required to keep sanitary, keep stainless steel in spot clean condition.; Replace all trash can liners when trash is removed;
2. Collect recyclable paper products from all “recycle receptacles” and place in the Department provided recycle container outside the buildings;
3. Treated individual disposable bags are to be placed in sanitary napkin receptacles, and be replaced from Contractor’s stock. Wipe receptacles clean using a sanitizing solution;

Dusting:

1. Use a dust control cloth;
2. Dust windowsills and moldings;
3. Damp wipe all kitchenettes, break room seating area, vending machines, and vinyl furniture;
4. Conference Room Tables – Dust top and sides with a lint-free cloth;

Kitchenettes/Break Areas/Seating Areas:

1. Clean and sanitize countertops, sinks, and front of refrigerators with a scratch-free cleanser;
2. Clean floor area in accordance with previous instructions;
3. Fill all hand towel holders;

Custodial Closets:

1. Clean mop sinks and keep shelving and floor clean and orderly;
2. Damp mop tile/concrete floors;
3. Remove any hoses from sinks;
4. Disinfect drains;

Miscellaneous:

1. Exterior trash cans on the perimeter sidewalks, the outside lunch areas, and the front entrance will be emptied and the liners replaced. Receptacles will be cleaned as often as necessary to be maintained in a sanitary condition;
2. Exterior ashtrays in the locations indicated in item 1 above will be emptied and the receptacle wet-wiped;
3. Clean and sanitize drinking fountains with a scratch-free cleaner;
4. Special care – stains, gum, and other materials cleaned daily. The Contract Manager or his/her designee may specify areas that must be cleaned that day **INCLUDING STEAM MACHINE CLEANED OR EXTRACTOR;**

B. Weekly Services (Once per week):

Exterior Entrances:

1. Clean all glass on doors with a clean, lint-free cloth, and a scratch-free glass cleaner, using a non-ammonium based cleaner (Note: all other glass/mirror cleaning requirements cited herein will meet the above standard);
2. Vacuum walk-off mats at entrances;
3. Vacuum out doorway thresholds;

Glass:

1. Thoroughly clean and polish entry door glass leading into interior work areas;

Woodwork and Walls:

1. Clean baseboards;
2. Remove hand marks from walls, switch plates, doors, and doorknobs;
3. Sanitize all railings, doors knobs and switch plates;

Tile, Terrazzo, and Vinyl Floor Areas:

1. In common areas and conference rooms: dust chair braces, legs down to floor level;
2. Dust conference room tables and wipe down with polish;

Stairwells:

1. Sweep and mop all stairwell areas;
2. Wipe all handrails in stairwell areas with sanitizing wipes;

C. Monthly Services (Once every 30 days):

Offices, Conference and meeting Rooms:

1. Clean picture frames, plaques, and glass in common areas;
2. Vacuum upholstered furniture in common areas, conference rooms, and offices;
3. Remove visible cobwebs;
4. Dust return/supply air conditioning vents;
5. Vacuum elevator ceilings;
6. Vacuum/clean all window blinds;
7. Buff common areas if needed. Exception: The Main Lobby and adjacent hallways must be spray buffed one time a week;

Laboratory Areas:

1. Remove visible cobwebs;
2. Dust return/supply air conditioning vents;
3. Buff common areas if needed;
4. Remove all asphalt stains (Zep-Big Orange cleaner) in the Bituminous Laboratory;

Elevators:

1. Floor shall be swept or vacuumed;
2. Clean elevator walls with an appropriate cleanser that is streak-free and scratch-free solution;
3. Ceilings shall be dusted and/or wiped free of dust, and dirt;
4. Clean the threshold tracks of dust, dirt, and spillage;
5. Clean elevator doors with a stainless-steel cleanser approved by the Department's Contract Manager;

Common Areas:

1. Clean picture frames and glass;
2. Clean entryway carpets in accordance with manufacturer's specifications;
3. Sweep and damp mop stairs and thoroughly dust all handrails;
4. Vacuum all other (non-high traffic) areas

D. Additional Specifications:

Cleaning chemicals and buffers used shall not damage chrome finishes, tile areas, marble, terrazzo, countertops, restroom fixtures, and carpet. MSDS literature will be supplied to the Contract Manager before any chemicals are used, whenever MSDS literature is updated, and when replacement chemicals are used;

1. The utility closet space throughout the building is to be kept in a clean and sanitary condition with floors mopped and buffed as needed;
2. All equipment and cleaning materials are to be supplied by the Contractor and are subject to approval by the Contract Manager. All cleaning materials and chemicals shall be kept in their original containers. If additional containers are kept onsite, those containers shall be clearly marked in accordance with OSHA standards. Cleaning solvents will only be diluted in accordance with Manufacturer specifications;
3. Contractor 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 onsite supervisor, the Contractor and/or the Department's Contract Manager;
4. All Contractor personnel are required to wear a uniform (shirt) that includes the Contractor's name;
5. All Contractor personnel are required to wear in plain view, a picture ID, listing their name, and The Contractor's logo at all times while on the premises;

6. The Contractor 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;

26. Recycling Office Paper.

Contractor shall implement a paper-recycling program. Typically, this includes emptying one separate trash can at each desk, and other barrels containing larger accumulated amounts. Contractor shall utilize separate color-coded collection barrels; each labeled "Recycle Paper," to properly sort and transport recycled paper to appropriate dumpsters. Recycled containers will be provided by the Department

27. 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 Contract Manager will be used to clean the facility under the terms and conditions of this contract.

28. Light Fixture Cleaning.

Light fixture cleaning is not included in this contract.

29. Loss or Damage.

Any damage or loss to the facility or the personal property owned by the Department's employees, caused by Contractor's employees, will be the responsibility of the Contractor 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 Contractor. All repairs are subject to the Department's approval. Contractor shall be responsible for any loss or theft of any items and equipment, public or private, which are left in the workplace, and whose loss or theft are attributed to the Contractor's, or any of its employees or agents conduct, negligence or inattention.

30. Security.

The Contractor shall uphold strict security at all times and shall keep all doors locked. Any penalty levied against the Department for false alarms caused by the Contractor's employees shall be deducted from the monthly payment to Contractor. Contractor's employees will badge in and out of all facilities equipped with card readers each and every time they enter or exit any building. Failure of any employee to adhere to this requirement or the supervisor's failure to enforce this standard may result in the immediate dismissal from this contract.

- **Badge Access and Key Access to Buildings:** The onsite supervisor shall have direct access to buildings to be cleaned and will be provided with sufficient key/badge access to perform the required work under this contract. Contractor's employees shall be responsible for securing all doors when work has been completed. Access key's/badges will not be duplicated for any reason. Only authorized Contractor employees are allowed on the premises.
- **Access Cards/Keys:** Contractor's onsite supervisor will be furnished and required to sign for necessary access cards/keys. Contractor shall report any lost keys to the Contract Manager immediately upon discovering such, and shall be liable for the costs of rekeying all locks throughout the facility, which are compromised as a result of any such loss. The cost of rekeying any such locks will be deducted from invoices and payment due the Contractor.
- **Uniforms:** All Contractor personnel shall at all times present a neat and professional appearance and wear neat and clean uniforms. Contractor shall supply 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: All employees, including the onsite supervisor, must use FDOT furnished ID badges upon entering and exiting the facility. I.D. badges will show, employee name and a photo of the employee. I.D. badges must be worn at all times while performing under this contract.

31. Communications.

Contractor's onsite supervisor must carry a cellular telephone provided by the Contractor, at all times during work shifts and must be available during the term of this contract by telephone.

- Cleaning Log: Contractor shall maintain a bound "cleaning log" in a designated place accessible to the Contract Manager and to Contractor's Supervisor. This Cleaning Log will be used daily to advise Contractor of items needing attention and to advise the Contract Manager of the disposition of such items. The use of Email between the Contract Manger and the Contractor may be substituted for this requirement.

32. Reporting Requirements.

Contractor shall report as follows:

- Nightly Cleaning report: At the completion of each evening's cleaning, Contractor's onsite supervisor shall complete and leave a Nightly Cleaning Report, a copy of which is included in Appendix "E" to this Section for the Contract Manager. The Contract Manger will inspect completed work and will notify Contractor of any work that needs to be corrected within two (2) working days.
- Monthly Report: Contractor shall submit a properly completed and signed Monthly Summary Report, a copy of which is included in Appendix "C" of this Section, with Contractor's monthly invoice. The Department will return the monthly invoice to Contractor if the monthly report is not included as specified.

33. Contractor Not Employee or Agent.

The Contractor and its employees, agents, and representatives 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, Contractor and its employees, agents, and representatives 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 behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of Contractor.

34. Appendices (A-E)

Appendix "A" – Facility List

Appendix "B" – Quality Evaluation

Appendix "C" – Monthly Summary Report

Appendix "D" – Department Standards for Contractors' Employees

Appendix "E" – Nightly Cleaning Report

**APPENDIX “A”
FACILITY LIST**

Facility Name and Address:

State Materials Research Park
5007 N.E. 39th Avenue
Gainesville, FL 32609

Buildings A, B, C, D, and E for all services

- Building A – approximately 10,700 sq. ft.
- Building B – approximately 7,200 sq. ft.
- Building C – approximately 17,000 sq. ft.
- Building D – approximately 40,000 sq. ft.
- Building E – approximately 40,000 sq. ft.

The square footage has been estimated. All prices shall be firm with no additional costs to be incurred by the Department. The proposer’s prices shall be effective for 5 years

APPENDIX "B"
QUALITY EVALUATION

Inspector:

Score:

Date:

Ratings U = unsatisfactory and S = Satisfactory:

Building:

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 Receptacles
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

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, Department of Transportation
Janitorial Contract
Monthly Summary Report for Month of _____

(This Form Must Be Submitted with Monthly Invoice)

Date of this Invoice:

Contract Monthly Amount:

Amount of this Invoice:

Monthly Meeting Date:

Please Indicate Services Provided During Month Below:

- | | |
|------------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Carpet Cleaning; | <input type="checkbox"/> Dusting of cubicles; |
| <input type="checkbox"/> Windows & Glass Surface Cleaning; | <input type="checkbox"/> Buffed all Vinyl Tile; |
| <input type="checkbox"/> Cleaning of Baseboards; | <input type="checkbox"/> Scrub Ceramic Tile in Bathrooms; |
| <input type="checkbox"/> Removal of Cobwebs; | <input type="checkbox"/> Sinks in Mop Closets on each floor; |
| <input type="checkbox"/> Strip/Wax Laboratory Floors; | <input type="checkbox"/> Cleaned Mail Room; |
| <input type="checkbox"/> Carpet Deep Cleaning; | <input type="checkbox"/> Cleaning Nights; |
| <input type="checkbox"/> Cleaned Computer Rooms; | <input type="checkbox"/> Cleaning Reports; |
| <input type="checkbox"/> Cleaned all Trash Cans; | <input type="checkbox"/> Provided Nightly Cleaning Reports; |

Date Of Last Number Year-To-Date Incidents:

Attach separate sheet with problems, solutions, comments and services provided not listed above.

Contractor's Senior Representative:
Name:

DOT Contract Manager:
Name:

Signature:

Signature:

Date:

Date:

Original: With Monthly Invoice:

Copy: DOT Contract Manager:

APPENDIX “D”
**DEPARTMENT OF TRANSPORTATION
STANDARDS FOR CONTRACTORS’ EMPLOYEES REGARDING VIOLENCE
IN THE WORKPLACE, SEXUAL HARASSMENT, AND DISCRIMINATION**

VIOLENCE IN THE WORKPLACE

The Department of Transportation will not tolerate any type of violence by any individual while in State offices, facilities, work sites, vehicles, or during the performance of State business. This includes the display of violent, aggressive, or threatening behavior (verbal or physical) that results in physical injury or emotional trauma or otherwise places any person’s safety or productivity at risk. Anyone who threatens, harasses, or batters someone at the workplace or from the workplace using any State resources such as workplace phones, FAX machines, mail, e-mail or other means is acting in violation of the Department’s policy, and will be subject to corrective action, which may include reporting to his or her employer (the contractor), and notification to law enforcement. Possession, use, or threat of use of a weapon is not permitted in the workplace or in a State building. Anyone who becomes aware of a weapon shall immediately notify the onsite supervisor, contractor and/or Contract Manager. Any employee who becomes aware of an instance or instances of violence, aggression, threatening behavior, or unauthorized possession of a firearm as described in this section, shall report such occurrence to the onsite supervisor, the Contractor and/or Contract Manager immediately. The employer will promptly investigate the incident and report it to the appropriate law enforcement authorities and the Department.

SEXUAL HARASSMENT

The Department of Transportation will not tolerate sexual harassment directed at, or occurring in the presence of, any Department employee or contract employee. “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature from any person directed towards or in the presence of a Department employee, contract employee, or employment applicant, when the conduct has the purpose or effect of interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment. Any employee of a contractor or entity doing business with the Department who witnesses or overhears another employee of the contractor engaging in such conduct has the duty to report the conduct and the name(s) of the offender(s) to the onsite supervisor, the Contractor and/or the Contract Manger immediately.

DISCRIMINATION

The Department of Transportation will not tolerate discrimination based on race, color, gender, age, religion, national origin, marital status, handicap, or political affiliations; directed at, or occurring in the presence of any Department employee or contract employee. Conduct that is offensive due to its discriminatory nature includes actions, as well as verbal expressions such as slurs, insults, and comments. Any employee of a contractor or entity doing business with the Department who witnesses or overhears another employee of the contractor engaging in discriminatory conduct has the duty to report such conduct and the names of the offender(s) to the onsite supervisor, the contractor, and/or the Contract Manager immediately.

APPENDIX "E"
NIGHTLY CLEANING REPORT

Building:
Supervisor:
Date:

Personnel Absent Reason:

Total Labor Hours:
Scheduled/Actual:
Inspection (20% nightly):
Area Inspected:

Defects:

- Offices:
- Conference Rooms:
- Common Areas:
- Kitchenettes:
- Rest Rooms:
- Waste:
- Horizontal Surfaces:
- Fixtures/Furniture:
- Window Blinds/Sills:
- Floor:

Periodic Cleaning Completed Tonight (indicate location):

Next Scheduled Date:

- Carpet Spot Cleaning:
- Carpet Deep Cleaning:
- Hard Floor Refinishing:
- Rest Room Grout Cleaning:
- Rest Room Wall Washing:
- Unscheduled Cleaning Projects:
- Special Cleaning Request:

Communication Notes:

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 on _____ 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 Janitorial Services - State Materials Office, Gainesville, FL, 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

Chief Engineer

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 five years from the date of contract execution, 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 five years from the date of contract execution 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. 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 procurement 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 \$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 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:

Central Office

850-414-5355

COprcustodian@dot.state.fl.us

Office of the General Counsel

Florida Department of Transportation

605 Suwannee Street, MS 58

Tallahassee, Florida 32399-0458

- 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.shtm>, 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 A Vendor is ineligible to enter into a contract with the Department for goods or services of any amount if, at the time of entering into such contract, the Vendor is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits companies from entering into a contract for goods or services of \$1 million or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes. If the Department determines the Vendor submitted a false certification under Section 287.135 of the Florida Statutes, 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 of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135 of the Florida Statutes are met.

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
12425 - 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

EXHIBIT "B"
METHOD OF COMPENSATION

1.0 PURPOSE:

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

2.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Amount of \$ TBD.

The Maximum Amount shall be made up of:

<u>\$TBD</u>	from Fiscal Year <u>2019/2020</u>
<u>\$TBD</u>	from Fiscal Year <u>2020/2021</u>
<u>\$TBD</u>	from Fiscal Year <u>2021/2022</u>
<u>\$TBD</u>	from Fiscal Year <u>2022/2023</u>
<u>\$TBD</u>	from Fiscal Year <u>2023/2024</u>

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

3.0 PROGRESS PAYMENTS:

The Vendor shall submit an invoice at the end of each month in a format acceptable to the Department. Payment shall be made to the Vendor at the monthly billing rate, as outlined in Exhibit "C", for the satisfactory completion of services as approved by the Department. The monthly billing rate shall include the costs of salaries, overhead, fringe benefits and operating margin. Payment for expenses shall be made on the basis of actual allowable cost incurred as authorized and approved by the Department. **The invoice shall include documentation of man-hours provided and itemization of costs incurred (including receipts).**

Invoices shall be submitted to: Florida Department of Transportation
Attn: Jerrat Walker
State Materials Office
5007 NE 39th Avenue
Gainesville, FL 32609
jerrat.walker@dot.state.fl.us

The Vendor has certified that ____% MBE/DBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

If DBE utilization was certified, DBE payments are to be input each month at the following link: <https://www3.dot.state.fl.us/EqualOpportunityOffice/bizweb/>

New users reporting DBE payments will need to contact the FDOT Service Desk at FDOT.ServiceDesk@dot.state.fl.us to get a BizWeb user ID and password to access the application.

4.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are contained in Exhibit "C", 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.

RFP CHECKLIST(DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL)

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

Check off each the following:

- ___ 1. The Price Proposal has been completed, as specified, and enclosed in the RFP response.
- ___ 2. The Federal Employers Identification Number or Social Security Number has been entered in the space provided.
- ___ 3. The “Drug-Free Workplace Program Certification” form has been read, signed, and enclosed in the RFP response, if applicable.
- ___ 4. “Scrutinized Companies Lists” certification form has been read, signed, and enclosed in the RFP price proposal.
- ___ 5. The Scope of Services, Exhibit “A”, has been thoroughly reviewed for compliance to the RFP requirements.
- ___ 6. The Technical Proposal (one (1) original and the specified number of copies) has been completed, as specified, and enclosed in the RFP response.
- ___ 7. The www.myflorida.com website has been checked and any Addendums posted have been completed, signed, and included in the RFP response.
- ___ 8. The RFP response must be received, at the location specified, **on or before** the Opening Date and Time designated in the RFP.
- ___ 9. On the Lower Left Hand Corner of the Envelope transmitting your RFP response, write in the following information:

RFP No.: DOT-RFP-19-9094-SJ

Title: Janitorial Services – State Materials Office, Gainesville, Florida

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