

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL

DOT-RFP-19-8003-GB

**COMPREHENSIVE JANITORIAL SERVICES FOR
TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX**

FPID # 1909701A108

ADVERTISEMENT

REQUEST FOR PROPOSAL STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA'S TURNPIKE ENTERPRISE

Sealed Proposal Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise (FTE), Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until **2:30 P.M. (local time) on Tuesday, January 22, 2019**, for the following Request for Proposal:

DOT-RFP-19-8003-GB

COMPREHENSIVE JANITORIAL SERVICES FOR TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX

SCOPE OF SERVICES: This is an Indefinite Quantities Contract which retains the Vendor to provide comprehensive routine and non-routine, multi-functional janitorial and other specialized services such as, interior window and window frame cleaning, ceramic and porcelain tile and grout cleaning, carpet cleaning, pressure washing of sidewalks and brick pavers, and other building services as identified within the Exhibit "A," Scope of Services.

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 company facility to support the activities associated with this proposal.

2. Vendor's Qualifications Certifications/Designations and Requirements:

The Proposer shall meet the following minimum qualifications:

The Vendor shall hire only experienced and trained personnel for this Contract, approved in advance and in writing, by the Department. The Vendor shall only request approval for persons who are free of criminal convictions such as theft, fraud, larceny and other related crimes in addition to all required certification(s) and qualifications. During the term of this Contract, the Vendor shall be and remain, properly licensed and insured in the State of Florida.

The Department reserves the right to reject any proposed employee that the Vendor submits for approval to work under this Contract.

The Vendor shall maintain and keep in force throughout the term of the Contract, renewals and extensions, all required licensing, insurance, certification(s), and trained and experienced workforce needed and as required within the terms and conditions of this Contract. Failure of the Vendor to strictly comply with these requirements will be sufficient grounds for the Department to declare the Vendor in default and subject to the terms of Section 6, Termination and Default, of the Standard Written Agreement.

A. Certification and Registration

The Vendor shall hold and keep in force during the term of the Contract, a valid and current certificate/license, in accordance with the laws of the State of Florida, authorizing the Vendor to perform the specified work, and have all required federal, state, and local licenses and permits. All sub-vendors shall be properly certified/licensed, meeting the requirements under the respective trade category for the work to be performed under this Contract.

B. Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). The Vendor shall be required to provide the Department verification of a Business Tax Receipt in the county where the business is physically located. If awarded the Contract, the Vendor shall be required to provide the Department verification of a Business Tax Receipt in the city limits of Ocoee, Orange County and Orlando, Florida, where the services are being provided at the Pre-Work Conference.

C. Certification of Experience

The Vendor shall have been actively involved in providing commercial janitorial services for a minimum of four (4) years. The Vendor shall have provided services for the past two (2) consecutive years for a single commercial office facility, similar in size and type of services being requested within the Scope of Services. The Vendor shall provide a minimum of four (4) current references, each similar in building size and office type, and each of which the Vendor has performed janitorial services similar to those being requested by the Department. The Vendor shall provide contact names, phone numbers, addresses, and a brief description of the type of services being performed for each reference.

D. The Vendor shall have an OSHA Occupational Health and Safety Compliance Program in place, and provide a copy of the same, to the Department prior to Contract execution.

E. The Vendor shall have appropriate and relevant experience in providing the type of services being requested by the Department under this Contract. The Vendor shall hold and submit a current International Sanitary Supply Association (ISSA) certification, Cleaning Industry Management Standard Green Building (CIMS-GB) and ISSA Cleaning Management Institute (CMI) educational program certification or other certification as approved by the Department. If the Vendor does not have the aforementioned certificates upon Contract execution, the Vendor will be allowed to obtain the CIMS-GB certification or approved other certificate within the first one hundred eighty (180) days of the Contract start date. For additional information on CIMS-GB certification, visit <https://www.issa.com/certification-standards/cleaning-industry-management-standard-cims>. The Vendor's failure to complete the ISSA CIMS-GB certification within one hundred eighty (180) days of the Contract start date shall constitute sufficient cause for termination of this Contract by the Department.

F. The Vendor shall submit, a sample of the proposed inspection forms that will be used as part of its quality assurance. Refer to Section 12.0 and Section 14.0 of Exhibit "A," Scope of Services.

- G. The Vendor shall provide all frontline cleaning professionals (Supervisors, Lead Personnel, Janitors, Day Matrons, Day Porters, and other specialized cleaning professionals) with verifiable and certified training. Training will be conducted by a certified trainer utilizing only established, applicable, and relevant janitorial procedures as they relate to each task being performed and as identified throughout the Scope of Services.
- H. The Vendor shall use a program that has been verified under the ISSA Cleaning Management Institute (CMI) program or other equivalent training as approved by the Department as a source for delivering the required training and certifications. The ISSA CMI program is designed to increase professionalism and demonstrate a commitment to effective training. Specifically, the program is focused on training and certifying frontline cleaning professionals, verifying training programs and training facilities to a set industry standard and improving the skills of industry trainers through a comprehensive workshop.

For additional program information please visit or contact the following:
<https://www.issa.com/certification-standards.html>

Questions about the ISSA CMI program should be directed to the ISSA Sales Executive - Facility Service Programs, Lucas Wendt lucas@issa.com or 800-225-4772.

A copy of all required licenses and/or certifications for this Contract shall be submitted with the Vendor's proposal package.

3. Vendor's Project/Contract Manager(s) Requirements and Work Experience:

In addition to the ISSA CIMS-GB and ISSA CMI requirements, each Janitorial Project/Contract Manager assigned to this Contract shall have relevant work experience in working in a large office facility performing similar type of work as being requested within the Scope of Services and shall:

- A. Speak, read and write in clear and understandable English (for security reasons the Department must be able to clearly communicate with the Vendor's Janitorial Contract/Project Manager(s) and all other employees assigned to this Contract).
- B. Have worked as a Janitorial Contract/Project Manager for the past two (2) consecutive years in a commercial or government office facility of one hundred thousand (100,000) square feet or more performing similar type of work as within the Department's Scope of Services.
- C. Have the knowledge, skills, and abilities to resolve issues and effectively communicate between Department representatives and Vendor employees.
- D. Have the ability to organize work, coordinate activities, and communicate schedules.

4. Vendor's On-Site Janitorial Supervisor(s) Requirements and Work Experience:

In addition to the ISSA CIMS-GB and ISSA CMI requirements each On-Site Supervisor assigned to this Contract by the Vendor shall have relevant work experience in working in a large office facility performing similar type of work as being requested within the Scope of Services and shall:

- A. Speak, read and write in a clear and understandable English (for security reasons the Department's must be able to clearly communicate with all Janitorial Supervisor(s)/lead personnel and all other employees assigned to this Contract).
- B. Have worked as a Janitorial Supervisor for the past two (2) consecutive years in a commercial or government office facility of one hundred thousand (100,000) square feet or more and performing similar type of work as within the Department's Scope of Services.
- C. Have performed supervisory duties as described within the Department's Scope of Services for a minimum of the past two (2) consecutive years.
- D. Have provided training on proper cleaning techniques, including the operation of equipment, working with cleaning chemicals, health and safety, and other operational procedures.

5. Vendor's Janitor(s) Requirements and Work Experience:

In addition to the ISSA CIMS-GB and ISSA CMI requirements, each Janitor assigned to this Contract shall have relevant work experience in working in a large office facility performing similar type of work as being requested within the Scope of Services.

- A. Day Matron(s) and Day Porter(s) shall have worked in the commercial janitorial industry for a minimum of one (1) year within the past two (2) years providing similar type services as being requested to perform within the Department's Scope of Services.
- B. The Vendor must provide the Department with an affidavit for each new hire prior to their beginning work at the Complex. The affidavit must attest, at a minimum, that the new hire has been properly vetted through e-verify, a Level II Criminal Background Check, drug screening and properly trained by a certified ISSA CMI instructor or other certified trainer as approved by the Department.
- C. Speak, read (understand), and write in a clear and understandable English language (for security reasons the Department must be able to clearly communicate with all Janitors, Day Matron(s), Day Porter(s) and all other employees assigned to this Contract).

6. Vendor's Semi-Skilled Worker(s) Minimum Qualifications:

- A. Worked in the commercial maintenance industry for a minimum of one (1) year within the past two (2) years.
- B. Performed similar type work as being requested herein, familiarized with proper usage of hand and power tools and equipment, speak, read and write in clear and understandable English.

7. The Vendor shall not sublet, assign or transfer any work under this Contract without prior written consent by the Department. After receiving written consent by the Department, the Vendor will be permitted to sublet a portion of the work but shall perform with its own organization work amounting to not less than ninety percent (90%) of the total Contract amount. All sub-vendors are required to be qualified, certified and/or licensed for the work they intend to perform under this Contract in accordance with the requirements herein, all federal, state and local regulations, and approved by the Department. Subletting of work shall not relieve the Vendor of its respective

liabilities. The Department recognizes a sub-vendor only in the capacity of an employee or agent of the Vendor. The Vendor, sub-vendors, or any of their employees shall not perform any work that is beyond their technical capabilities or for which they are not licensed or certified. The Vendor shall submit, for approval, the sub-vendor's qualifications, along with experience and references. The proposed sub-vendor and all assigned staff shall speak, read and write in clear and understandable English.

The Department will review carefully to determine if the Proposer is responsive, responsible, and qualified in the area of work contemplated by this Contract.

Qualifications of Key Personnel:

Those individuals who will be directly involved in the Contract must have demonstrated experience in the areas delineated in the Scope of Services. Individuals whose qualifications are presented will be committed to this Contract for its duration unless otherwise accepted 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.

All Bidders, Proposers, and Respondents must be registered in the State of Florida's MyFloridaMarketPlace system. All prospective bidders, proposers, and respondents that are not registered, should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call (866) 352-3776 for assisted registration.

For services contracts, all 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.

For authorization, contact:

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

For services contracts, all Bidders, Proposers, and Respondents must be properly licensed if the business being provided requires that individuals be licensed by the Florida Department of Business and Professional Regulation.

For licensing, contact:

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

NOTE: 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 seventy-two (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.

Public Meeting Notices and Meeting Agendas:

Notice of the public meetings scheduled for this solicitation is provided in the timeline of the attached solicitation, with agendas for the public meetings.

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.

Scrutinized Companies Lists:

Section 287.135, Florida Statutes, 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, at the time of contracting or renewal, the company 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 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, that are on either the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Title VI of the Civil Rights Act of 1964:

COMPLIANCE WITH NONDISCRIMINATION STATUTES AND AUTHORITIES: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

INSPECTOR GENERAL:

The Contractor/Consultant/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.

MANDATORY PRE-PROPOSAL CONFERENCE and MANDATORY SITE VISIT: The Department will convene a **MANDATORY PRE-PROPOSAL CONFERENCE** for this Request for Proposal (RFP) on Tuesday, December 18, 2018 at 10:30 a.m. The meeting will be held at Florida's Turnpike Enterprise, Turnpike Headquarters, MP 263, Building 5315, Room, 2167, Ocoee, Florida 34761, (407) 532-3999. A **MANDATORY SITE VISIT** will immediately follow the Mandatory Pre-Proposal Conference.

FAILURE OF A PROPOSER TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE WILL RESULT IN REJECTION OF THE PROPOSAL. Bring a copy of the full advertisement package to the meeting.

HOW TO APPLY: Prospective proposers may obtain a complete Request for Proposal (RFP), including specifications and general proposal conditions for the above-referenced project by copying the link below into your browser:

http://www.myflorida.com/apps/vbs/vbs_search_r2.matching_ads

The Department reserves the right to reject any or all proposals.

NOTE: All of the Department's **ITB/RFP/ITN ADVERTISEMENTS** appear on the Internet at website:
http://myflorida.com/apps/vbs/vbs_main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for "Agency" and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the "RFP" number**

We encourage all vendors to regularly check this site.

**State of Florida
Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, FL 34761-3069**

REQUEST FOR PROPOSAL REGISTRATION

PLEASE COMPLETE AND RETURN THIS FORM ASAP

FAX TO (407) 264-3058 or E-MAIL to Gail Brown at gail.brown@dot.state.fl.us

RFP Number: DOT-RFP-19-8003-GB

Title: COMPREHENSIVE JANITORIAL SERVICES FOR TURNPIKE HEADQUARTERS COMPLEX

Proposal Due Date & Time (On or Before): Tuesday, January 22, 2019, 2:30 PM

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and submit this sheet only to the Florida Department of Transportation Procurement Office at (407) 264-3058, or by e-mail to (gail.brown@dot.state.fl.us).

THE REQUEST FOR PROPOSAL DOCUMENT YOU RECEIVED IS SUBJECT TO CHANGE. Notice of changes (Addenda), will be posted on the Florida Vendor Bid System (VBS) at:

http://myflorida.com/apps/vbs/vbs_main_menu

**Under "Vendor Bid System" Click on "Search Advertisements"
Click on the Drop menu for Agency and Select "Department of Transportation"
Scroll down and Click on "Advertisement Search"
Locate the "RFP" number.**

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

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone: () _____ Fax Number: () _____

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, you may e-mail or telephone: Gail Brown at gail.brown@dot.state.fl.us or (407) 264-3995.

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



TABLE OF CONTENTS

DOT-RFP-19-8003-GB

**COMPREHENSIVE JANITORIAL SERVICES FOR
TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX**

FPI No.: 1909701A108

Table of Contents

<u>ITEM</u>	<u>PAGE NOS.</u>
Cover Sheet	
Advertisement	1 - 7
Request for Proposal Registration Form	1
Table of Contents.....	TOC 1
Request for Proposal Instructions (Special Conditions)	SC1 – SC19
Forms.....	FORMS 1 - 6
Standard Written Agreement.....	SWA 1 - 7
Exhibit "A," Scope of Services	1 – 19
Attachments.....	A - D
Exhibit "B," Method of Compensation	B-1 – B-3
Exhibit "C," Price Proposal	C-1 – C-3

**State of Florida
Department of Transportation**



**REQUEST FOR PROPOSAL
COMPREHENSIVE JANITORIAL SERVICES FOR
TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX**

DOT-RFP-19-8003-GB

CONTACT FOR QUESTIONS:

MAIL PROPOSALS, ADMINISTRATIVE AND TECHNICAL QUESTIONS TO:

**Ms. Gail Brown
Florida Department of Transportation
Florida's Turnpike Enterprise
P.O. Box 613069
Ocoee, FL 34761-3069
Phone: (407) 264-3995 Fax: (407) 264-3058
Email: gail.brown@dot.state.fl.us**

SUBMIT SEALED PROPOSALS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:

**Ms. Gail Brown
Florida Department of Transportation
Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Turkey Lake Service Plaza, Building No. 5315
Ocoee, Florida 34761-3069**

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 comprehensive routine and non-routine, multi-functional janitorial and other specialized services such as, interior window and window frame cleaning, ceramic and porcelain tile and grout cleaning, carpet cleaning, pressure washing of sidewalks and brick pavers, and other building services as identified within the Exhibit “A,” Scope of Services. The Vendor shall provide all experienced and trained labor, equipment, supplies, and other incidentals as needed, including appropriate training of all personnel to carry out all required services, meeting the Department’s janitorial objectives. It is anticipated that the term of the Contract will begin on April 1, 2019 and be effective for two (2) years thereafter.

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 [http://myflorida.com/apps/vbs/vbs www.main menu](http://myflorida.com/apps/vbs/vbs_main_menu), (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for “Agency” and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," 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 PRE-PROPOSAL CONFERENCE (See Note 1) Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Turkey Lake Service Plaza, Bldg. 5315, Rm 2167 Ocoee, Florida 34761 (407) 532-3999	12/18/2018	10:30 AM
MANDATORY SITE VISIT (See Note 1) The site visit will be held directly after the Mandatory Pre-Proposal Conference	12/18/2018	11:30 AM (Approximately)
DEADLINE FOR TECHNICAL QUESTIONS (There is no deadline for administrative questions)	01/08/2019	05:00 PM
PROPOSALS DUE, ON OR BEFORE (Technical and Price Proposal) Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Turkey Lake Service Plaza, Bldg. 5315, Rm 2167 Ocoee, Florida 34761 (407) 532-3999	01/22/2019	02:30 PM

PUBLIC OPENING [Technical Proposal, (See Note 1 & 2)] **01/22/2019** **02:30PM**
Florida Turnpike Headquarters
Florida Turnpike M.P. 263.0
Turkey Lake Service Plaza, Bldg. 5315, Rm 2167
Ocoee, Florida 34761 (407) 532-3999

POSTING OF INTENDED AWARD **02/12/2019** **05:00 PM**
Internet's Florida Vendor Bid System **Thru 02/15/2019** **05:00 PM**

Note 1: All meetings listed in Timeline, are open to the public.

Note 2: It is the Proposer's responsibility to assure that the Proposal is delivered to the proper place on or before the Proposal due date and time. Proposals which for any reason are not so delivered will not be considered.

3) AGENDA FOR PUBLIC MEETING

Agenda – Public Opening (Technical Proposals)

Agenda for Public Opening of Technical Proposals for DOT-RFP-19-8003-GB:

Starting Time: see "Timeline" in RFP solicitation

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

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 seventy-two (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 http://myflorida.com/apps/vbs/vbs_www.main_menu (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," 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:

Ms. Gail Brown

Florida Department of Transportation, Florida's Turnpike Enterprise

P.O. Box 613069

Ocoee, FL 34761-3069

Fax (407) 264-3058

Email: gail.brown@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: (407) 264-3995

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 http://myflorida.com/apps/vbs/vbs_www.main_menu, (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," 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 Proposer's 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 Proposals 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. Proposers 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 posted on the Florida Vendor Bid System (VBS) after final evaluation and totaling of scores as 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 the following criteria, in the order of preference listed below:

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 PRE-PROPOSAL CONFERENCE

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

Attendance at this Pre-Proposal Conference is MANDATORY. Failure by a Proposer to attend or be represented at this Pre-Proposal Conference 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. The Vendor shall maintain and keep in force throughout the term of the Contract, renewals and extensions, and all required licensing, insurance, certification(s), and trained and experienced workforce needed and as required within the terms and conditions of this Contract. Failure of the Vendor to strictly comply with these requirements will be sufficient grounds for the Department to declare the Vendor in default and subject to the terms of Section 6, Termination and Default, of the Standard Written Agreement.

Proposer and Staff Qualifications/Certifications/Designations and Requirements:

The Vendor shall hire only experienced and trained personnel for this project, approved in advance and in writing by the Department. The Vendor shall only request approval for persons who are free of criminal convictions such as theft, fraud, larceny and other related crimes in addition to all required certification(s) and qualifications. During the term of this Contract, the Vendor shall be and remain, properly licensed and insured in the State of Florida.

The Department reserves the right to reject any proposed employee that the Vendor submits for approval to work under this Contract.

A. Certification and Registration

The Vendor shall hold and keep in force during the term of the Contract a valid and current certificate/license, in accordance with the laws of the State of Florida, authorizing the Vendor to perform the specified work, and have all required federal, state, and local licenses and permits. All sub-vendors shall be properly certified/licensed, meeting the requirements under the respective trade category for the work to be performed under this Contract.

B. Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). The Vendor shall be required to provide the Department verification of a Business Tax Receipt in the county where the business is physically located. If awarded the Contract, the Vendor shall be required to provide the Department verification of a Business Tax Receipt in the city limits of Ocoee, Orange County and Orlando, Florida, where the services are being provided at the Pre-Work Conference.

C. Certification of Experience

The Vendor shall have been actively involved in providing commercial janitorial services for a minimum of four (4) years. The Vendor shall have provided services for the past two (2) consecutive years for a single commercial office facility, similar in size and type of services being requested within the Scope of Services. The Vendor shall provide a minimum of four (4) current references, each similar in building size and office type, and each of which the Vendor has performed janitorial services similar to those being requested by the Department. The Vendor shall provide contact names, phone numbers, addresses, and a brief description of the type of services being performed for each reference.

- D. The Vendor shall have an OSHA Occupational Health and Safety Compliance Program in place, and provide a copy of the same, to the Department prior to Contract execution.
- E. The Vendor shall have appropriate and relevant experience in providing the type of services being requested by the Department under this Contract. The Vendor shall hold and submit a current International Sanitary Supply Association (ISSA) certification, Cleaning Industry Management Standard Green Building (CIMS-GB) and ISSA Cleaning Management Institute (CMI) educational program certification or other certification as approved by the Department. If the Vendor does not have the aforementioned certificates upon contract execution, the Vendor will be allowed to obtain the CIMS-GB certification or approved other certificate within the first one hundred eighty (180) days of the Contract start date. For additional information on CIMS-GB certification, visit <https://www.issa.com/certification-standards/cleaning-industry-management-standard-cims>. The Vendor's failure to complete the ISSA CIMS-GB certification within one hundred eighty (180) days of the Contract start date shall constitute sufficient cause for termination of this Contract by the Department.

The Vendor shall submit a sample of the proposed inspection forms that will be used as part of its quality assurance. Refer to Section 12.0 and Section 14.0 of Exhibit "A," Scope of Services.

- F. The Vendor shall provide all frontline cleaning professionals (Supervisors, Janitors, Day Matrons, Day Porters, and other specialized cleaning professionals) with verifiable and certified training. Training will be conducted by a certified trainer utilizing only established, applicable, and relevant janitorial procedures as they relate to each task being performed and as identified throughout the Scope of Services.
- G. The Vendor shall use a program that has been verified under the ISSA **Cleaning Management Institute (CMI)** program or other as approved by the Department for delivering the required training and certifications. The ISSA CMI program is designed to increase professionalism and demonstrate a commitment to effective training. Specifically, the program is focused on training and certifying frontline cleaning professionals, verifying training programs and training facilities to a set industry standard, and improving the skills of industry trainers through a comprehensive workshop.

For additional ISSA CMI program information, please visit or contact the following:
<https://www.issa.com/certification-standards/cleaning-industry-management-standard-cims>

Questions about the ISSA CMI program should be directed to the ISSA Sales Executive - Facility Service Programs, Lucas Wendt lucas@issa.com or 800-225-4772.

A copy of all required licenses and/or certifications for this Contract shall be submitted with the Proposer's package.

9.1.1 Vendor's Project/Contract Manager(s) Requirements and Work Experience:

In addition to the ISSA CIMS-GB and ISSA CMI requirements, each Project/Contract Manager assigned by the Vendor to this Contract shall have relevant work experience in working in a large office facility performing similar type of work as being requested within the Scope of Services and shall:

- a. Speak, read and write in clear and understandable English (for security reasons the Department must be able to clearly communicate with the Vendor's Contract/Project Manager(s) and all other employees assigned to this Contract).
- b. Have worked as a Janitorial Contract/Project Manager for the past two (2) consecutive years in a commercial or government office facility of one hundred thousand (100,000) square feet or more performing similar type of work as within the Department's Scope of Services.
- c. Have the knowledge, skills, and abilities to resolve issues and effectively communicate between Department representatives and Vendor employees.

- d. Have the ability to organize work, coordinate activities, and communicate schedules.

9.1.2 Vendor's On-Site Janitorial Supervisor(s) Requirements and Work Experience:

In addition to the ISSA CIMS-GB and ISSA CMI requirements, each On-Site Supervisor assigned to this Contract by the Vendor shall have relevant work experience in working in a large office facility performing similar type of work as being requested within the Scope of Services, and shall:

- a. Speak, read and write in a clear and understandable English (for security reasons the Department must be able to clearly communicate with Vendor's Supervisor(s)/lead personnel and all other employees assigned to this Contract).
- b. Have worked as a Janitorial Supervisor for the past two (2) consecutive years in a commercial or government office facility of one hundred thousand (100,000) square feet or more and performing similar type of work as within the Department's Scope of Services.
- c. Have performed supervisory duties as described within the Department's Scope of Services for a minimum of the past two (2) consecutive years.
- d. Have provided training on proper cleaning techniques, including the operation of equipment, working with cleaning chemicals, health and safety, and others operational procedures.

9.1.3 Vendor's Janitor(s) Requirements and Work Experience:

In addition to the ISSA CIMS-GB and ISSA CMI requirements, each Janitor assigned to this Contract by the Vendor shall have relevant work experience in working in a large office facility performing similar type of work as being requested within the Scope of Services.

- a. Day Matron(s) and Day Porter(s) shall have worked in the commercial janitorial industry for a minimum of one (1) year within the past two (2) years providing similar type services as being requested to perform within the Department's Scope of Services.
- b. The Vendor must provide the Department with an affidavit for each new hire prior to their beginning work at the Complex. The affidavit must attest, at a minimum, that the new hire has been properly vetted through e-verify, a Level II Criminal Background Check, drug screening and properly trained by a certified ISSA CMI instructor or approved other.
- c. Speak, read (understand) and write in a clear and understandable English language (for security reasons the Department must be able to clearly communicate with all Janitors, Day Matron(s), Day Porter(s) and all other employees assigned to this Contract).

9.1.4 Vendor's Semi-Skilled Worker(s) Minimum Qualifications:

- a. Worked in the commercial maintenance industry for a minimum of one (1) year within the past two (2) years.
- b. Performed similar type work as being requested herein, familiarized with proper usage of hand and power tools and equipment, speak, read and write in clear and understandable English.

9.1.5 The Vendor shall not sublet, assign or transfer any work under this Contract without prior written consent by the Department. After receiving written consent by the Department, the Vendor will be permitted to sublet a portion of the work but shall perform with its own organization work amounting to not less than ninety

percent (90%) of the total Contract amount. All sub-vendors are required to be qualified, certified and/or licensed for the work they intend to perform under this Contract in accordance with the requirements herein, all federal, state and local regulations, and approved by the Department. Subletting of work shall not relieve the Vendor of his respective liabilities. The Department recognizes a sub-vendor only in the capacity of an employee or agent of the Vendor. The Vendor, sub-vendors, or any of their employees shall not perform any work that is beyond their technical capabilities or for which they are not licensed or certified.

The Vendor shall submit, for approval, the sub-vendor's qualifications, along with experience and references. The proposed sub-vendor and all assigned staff shall speak, read and write in clear and understandable English.

9.2 Qualifications of Key Personnel

Those individuals who will be directly involved in the Contract should have demonstrated experience in the areas delineated in the Scope of Services. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise accepted 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, Florida's Turnpike Enterprise, Procurement Office**, Milepost 263.0, Turkey Lake Service Plaza, Building No. 5315, Ocoee, Florida 34761-3069, within ten (10) days after the ending date of the period for posting the intended award decision.

No general liability insurance is required.

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 minimum per person and \$300,000 minimum each occurrence, and property damage insurance of at least \$200,000 minimum each occurrence, for the services to be rendered in accordance with this Contract.

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

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

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

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance. Policies that include Self Insured Retention (SIR) will not be accepted.

12) **PERFORMANCE BOND**

A Performance Bond is not required for this Contract.

13) **METHOD OF COMPENSATION**

Refer to Exhibit "B," Method of Compensation attached hereto and made a part hereof.

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 Proposer 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 Section 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-19-8003-GB:
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER DOT-RFP-19-8003-GB:
(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) [One (1) Original, four (4) copies and one (1) electronic file]
(Do not include price information in Part I)

The Proposer must submit [One (1) Original, four (4) copies and one (1) electronic file] 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-19-8003-GB:".

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 five (5) pages.

2. **CONTRACT AND PROJECT MANAGEMENT**

The Proposer shall provide a management plan which describes administration, management and key personnel. The Proposer shall comply with the Department's Terms and Conditions as set forth in the Contract documents.

a. Administration and Management

The Proposer shall 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 shall 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 to this Contract and to the assigned tasks should also be indicated.

3. TRAINING AND EXPERIENCE WORKFORCE

The Proposer shall identify the workforce needed to accomplish the work being requested, identify how training will be conducted and how frequently (certifications of training and identify the training program that will be used).

4. PROJECT APPROACH

Based on the Scope of Services, identify how the Proposer will approach and execute a plan for start-up, transition and implementation. What industry standards will be used and what approach will be utilized for a smooth transition.

5. EQUIPMENT AND SUPPLIES

The Proposer shall provide equipment and supplies to properly maintain the interior and exterior facilities and surrounding areas in a condition acceptable to the Department. All equipment must be in safe operating new or like new condition. The Proposer shall provide a list of all equipment to be available for use under this Contract. The list shall include type, manufacturer, size, and model number of all equipment.

6. EXPERIENCE AND CERTIFICATIONS

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

22.3 Price Proposal (Part II) [One (1) Original, four (4) copies and one (1) electronic file]

The Price Proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER DOT-RFP-19-8003-GB." 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 percent (5%) of the total number of pages comprising the proposal. Type size shall not be less than ten (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 proposals 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 Proposer 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 Proposer's 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 DOT- RFP-19-8003-GB - 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)

OVERNIGHT MAIL OR HAND DELIVERY

**Florida Department of Transportation
Florida's Turnpike Enterprise
Ms. Gail Brown
Florida's Turnpike, MP 263
Turkey Lake Service Plaza, Bldg. 5315
Ocoee, Florida 34761-3069**

UNITED STATES POSTAL SERVICE (USPS)

**Florida Department of Transportation
Florida's Turnpike Enterprise
Ms. Gail Brown
P.O. Box 613069
Ocoee, Florida 34761-3069**

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).

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 review and evaluate the Price Proposals and prepare a summary of its price evaluation. The Procurement Office 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 (85 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. Contract and Project Management	15
2. Training and Experience Workforce	20
3. Project Approach	20

- | | |
|----------------------------------|----|
| 4. Equipment and Supplies | 15 |
| 5. Experience and Certifications | 15 |

b. Price Proposal (15 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:

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

31) POSTING OF INTENDED DECISION/AWARD

31.1 The Department's decision will be posted on the Florida Vendor Bid System, at http://myflorida.com/apps/vbs/vbs_www.main_menu, (Under "Vendor Bid System," Click on "Search Advertisements," Select the drop down menu for "Agency" and Select "Department of Transportation," Scroll down and Click on "Advertisement Search," Click on this RFP number), 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. 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 the following document(s), as appropriate, indicating the encumbrance of funds and award of the Contract:

- a) A Standard Written Agreement executed by both parties, and a written Notice to Proceed, issued by the Project Manager.

33) RENEWAL

Upon mutual agreement, the Department and the Contract Vendor may renew the Contract for a period that may not exceed three (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

Form 1 - Certificate of Experience Documentation

Form 2 - Drug-Free Workplace Program Certification (Form 375-040-18)

Form 3 - Contractor Notification – Asbestos Containing Materials

Form 4 - Vendor Certification Regarding Scrutinized Companies Lists (Form 375-030-60)

Form 5 - Corporate Resolution

Form 6 – Addenda Acknowledgement Form

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

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

Exhibit "A," Scope of Services

Attachments “A” - “D”
Introduction Section / Special Conditions
Exhibit “B,” Method of Compensation
Exhibit “C,” Price Proposal
Instructions to Respondents (PUR 1001)
General Conditions (PUR 1000)

37) LIQUIDATED DAMAGES

See Exhibit “A,” Scope of Services, Page 15, Section 16.0, Liquidated Damages.

38) MANDATORY SITE VISIT

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. Ignorance of the conditions or requirements will not relieve the Vendor from their liability and obligation under the Contract. A Mandatory Site Visit will be conducted directly after the Pre-Proposal Conference.

39) RECYCLED MATERIAL

The Department encourages the use of products and materials with recycled content and postconsumer recovered materials. If the item(s) specified herein is available with recycled content, we request that you provide product information to help in our search for recycled products. However, this RFP request is for the product as specified herein and does not require prices for recycled product unless specified.

This information should be sent separately and not as a part of your proposal response.

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



FORMS

DOT-RFP-19-8003-GB

**COMPREHENSIVE JANITORIAL SERVICES FOR
TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX**

FPI No.: 1909701A108

CERTIFICATION OF EXPERIENCE DOCUMENTATION

I, _____, _____, of _____, hereby certify that this Company has actively been in business
(Print/Type Name) (Title)
(Name of Business)

for a minimum of four (4) years, consecutively provided services for the past two (2) years and has the experience to perform the services requested by DOT-RFP-19-8003-GB.

As I have indicated experience above, I now submit the following list of business and client references that will attest to our services and business relationships for the periods indicated and I hereby give permission to the Turnpike Enterprise to inquire for references as to my performance.

Signature: _____ Date: _____

Name of Business: _____

Note: In addition to being in business for the minimum number of years indicated above, the organized business enterprise (e.g., corporation, LLC or sole proprietorship) shall have been actively involved in the type of business specifically related to the technical scope and volume of work to that specified in the scope of work for this Contract for the minimum number of years indicated above. Submit documentation of the work experience with the bid package.

The Department will review carefully to determine if the Vendor(s) is responsive, responsible and qualified in the area of work contemplated by this Contract.

Describe your work experience in detail for the minimum period required, beginning with your current or most recent project. Use a separate block to describe each project. (Print out additional copies of the form or attach additional sheets as necessary.)

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () - _____

Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: () _____ - _____ Fax: () - _____

Project Description: _____

Name of Business: _____

FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE

**DRUG-FREE WORKPLACE PROGRAM,
 VEHICLE OPERATOR LICENSE & VEHICLE REGISTRATION,
 NOTICE OF INTENT TO SUBLET**

I, _____, _____
 (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) (Title)
 of _____, hereby certify that;
 (Name of Business)

A. Drug-Free Workplace Program Certification

This firm ____ (has) ____ (has not) implemented a Drug-Free Workplace Program in accordance with the provision of Section 287.087, F.S.

B. Vehicle Operator License & Vehicle Registration

All operators driving Bidder vehicles are properly licensed in the State of Florida, for the type of vehicle being operated, in accordance with Chapter 322 F.S., and further states that all vehicles operated, or caused to be operated by said Bidder;

- Meet the financial responsibility requirements in accordance with Chapter 324 F.S., and shall remain so for the duration of the Contract.
- Registered in the State of Florida, in accordance with Section 337.11 F.S, and insured in the State of Florida to the limits required within the Contract and in accordance with Sections 320.02, 316.646, and 627.733 F.S., and shall remain so for the duration of the Contract.

C. Notice of Intent to Sublet

We ____ (do) ____ (do not) intend to sublet a portion of the work on this project.

If I have indicated above that a portion of the work will be sublet, then I hereby further certify that we have taken affirmative action to seek out and consider Minority Business Enterprises as potential subcontractors and/or suppliers. The classes of work I intend to sublet and the firms considered as potential subcontractors are as follows:

<u>Class of Work</u>	<u>Potential Subcontractors</u>	<u>Percent</u>	<u>MBE (Y) or (N)</u>
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

Signature: _____ Date: _____
 Owner, President, Vice President or Designated Officer (Corp. Resolution*)

Percentage must not be more than ten percent (10%) of the Contract total.

*If person signing the form is someone other than the Owner, President, or Vice President a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

CONTRACTOR NOTIFICATION

TO: All Contractors
FROM: Turnpike Asbestos Coordinator
(954) 975-4855
Pompano Beach, Florida
SUBJECT: ASBESTOS-CONTAINING MATERIALS IN TURNPIKE FACILITIES

It is possible that you may encounter Asbestos-containing materials (ACM) while working in State-owned buildings since ACM are present in many of these buildings. The presence of ACM does not necessarily mean that a hazard exists. However, a hazard may be created when ACM is disturbed and asbestos fibers become airborne. The best way to maintain a safe environment is to avoid disturbance of ACM.

Prominently posted in each building is an "Occupant Notification" which summarizes known locations of ACM in that building. An Operations and Maintenance (O & M) plan has been developed for these known locations of ACM. Since the known locations may or may not include all ACM, workers must exercise caution and be watchful for materials that might contain asbestos. You must avoid inadvertently disturbing ACM or suspected ACM as you carry out your work.

If you need additional information regarding ACM in a particular building or would like to see a copy of the O & M Plan, contact the Building Asbestos Contact Person (BACPer) responsible for that building or the Turnpike Asbestos Coordinator. The specific designated BACPer (name and telephone) is listed on the "Occupant Notification".

If your work necessitates the disturbance of ACM, you shall take all precautions necessary to protect human health and the environment from asbestos fibers. At a minimum, you must use the procedures found in the O & M Plan; comply with all federal, state and local laws governing work with asbestos; assure that your employees are medically certified, trained and equipped with the proper personal protective devices for safe handling of ACM; and ensure that all employees performing work with ACM related to State-owned buildings execute a "Certificate of Worker's Acknowledgment" prior to beginning work. Immediately upon inadvertently or before disturbing ACM in any State-owned building you must notify the designated BACPer.

ACKNOWLEDGMENT OF ASBESTOS WARNING

I, _____ (Name) Owner, President, Vice President or Designated Officer (Corp. Resolution*) _____ (Title)

of _____, hereby acknowledge receipt of the above memorandum about
(Name of Business)

Asbestos-Containing Materials (ACM) Information for Turnpike Facilities and information on how to contact the Building Asbestos Contact Person (BACPer), for information regarding how to find out where asbestos-containing materials are located and how to avoid any contact with ACM.

Signature: _____ Date: _____
Owner, President, Vice President or Designated Officer (Corp. Resolution*)

*If person signing for the firm is someone other than one of the Officers listed in the Division of Corporations, a copy of the Corporate Resolution granting signature authorization must be furnished.

FORM MUST BE EXECUTED AND SUBMITTED WITH THE PROPOSAL PACKAGE

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

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company 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 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, 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.

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: _____

CORPORATE RESOLUTION OF

(recite name of Business)

WHEREAS, it is in the best interests of this corporation to enter into a contract with the State of Florida, Department of Transportation for

NOW THEREFORE, IT IS RESOLVED, that _____ (name and title of authorized officer; (e.g., John Doe, Division Manager) of this Business is hereby authorized and empowered on behalf of the Business to enter into a contract with the State of Florida, Department of Transportation, in consideration of _____ Dollars (\$ _____), upon the terms and conditions contained in the proposed contract, a copy of which is attached hereto as Exhibit A, and made a part hereof.

CERTIFICATE OF RESOLUTION

I, _____, secretary of _____ (name of Business), a Florida Business, or a Business founded in the State of _____, and authorized by the Secretary of State, State of Florida, to conduct business in the State of Florida, hereby certify that the foregoing is a full, true, and correct copy of the resolution of the Board of Directors of the Business, duly and regularly passed and adopted at a meeting of the Board duly called and held in all respects as required by law, and by the bylaws of the Business, on the _____ day of _____, 20____, at which meeting a quorum of the Board was present.

Executed by me as secretary of the corporation on this _____ day of _____, 20_____.

Signature of Secretary

Name of Secretary printed or typed

FLORIDA DEPARTMENT OF TRANSPORTATION

DOT-RFP-19-8003-GB

ADDENDA ACKNOWLEDGEMENT FORM

FORM NO. 6

The Proposer shall acknowledge receipt of each addenda to this Request For Proposal by completing this form and including same in the Technical Proposal.

<u>Addenda</u>	<u>Date</u>	<u>By</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Failure to confirm receipt of addenda may cause for rejection of the Proposer's Proposal.

Dated _____, 20_____

Legal Name of Firm

By _____
Signature

Title

NOTE: Attach additional pages as necessary.

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



STANDARD WRITTEN AGREEMENT

DOT-RFP-19-8003-GB

**COMPREHENSIVE JANITORIAL SERVICES FOR
TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX**

FPI No.: 1909701A108

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

Agreement No.: _____

Financial Project I.D.: 1909701A108

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.: DOT-RFP-19-8003-GB

D.M.S. Catalog Class No.: 76111500

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

1. SERVICES AND PERFORMANCE

- A. In connection with providing comprehensive routine and non-routine, multi-functional janitorial and other specialized services such as, interior window and window frame cleaning, ceramic and porcelain tile and grout cleaning, carpet cleaning, pressure washing of sidewalks and brick pavers, and other building services, the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," Scope of Services 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

Executive Director and Chief Executive Officer, Florida's Turnpike Enterprise

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 as selected below, 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 April 1, 2019 and shall be completed by March 31, 2021 or date of termination, whichever occurs first.
 - Services shall commence upon written notice from the Department's Contract Manager and shall be completed within __ years or date of termination, whichever occurs first.
 - Other: See Exhibit "A"
- B. RENEWALS (Select appropriate box):
- This Agreement may not be renewed.
 - This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

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

3. COMPENSATION AND PAYMENT

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

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:

Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel, Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170, TPprcustodian@dot.state.fl.us

- 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 the 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 a 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.shmt>, 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 cost 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 Section 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, representative, 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 subcontract 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 actions 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 Form 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. Vendors/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:

Exhibit “A,” Scope of Services; Attachments “A” – “D”; Exhibit “B,” Method of Compensation; Exhibit “C,” Price Proposal and Vendor’s Proposal.
- M. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

Paul Wai, P.E.

(Print/Type)

Title: _____

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



**EXHIBIT "A"
SCOPE OF SERVICES**

DOT-RFP-19-8003-GB

**COMPREHENSIVE JANITORIAL SERVICES FOR
TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX**

FPI No.: 1909701A108

EXHIBIT “A” SCOPE OF SERVICES

COMPREHENSIVE JANITORIAL SERVICES FOR TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX

1.0 Purpose

The Florida Department of Transportation, Florida’s Turnpike Enterprise (herein after referred to as the “Department”) seeks to obtain the services of a licensed, qualified and experienced Vendor, to provide comprehensive routine and non-routine, multi-functional janitorial and other specialized services such as, interior window and window frame cleaning, ceramic and porcelain tile and grout cleaning, carpet cleaning, pressure washing of sidewalks and brick pavers, and other building services as identified within the Exhibit “A,” Scope of Services. The Vendor shall provide all experienced and trained labor, equipment, supplies, and other incidentals as needed, including appropriate training of all personnel to carry out all required services, meeting the Department’s janitorial objectives.

2.0 Objectives

To obtain the services of a licensed, qualified and experienced janitorial Vendor who will contribute towards maintaining a safe, healthy, clean, sanitary, and aesthetically pleasing environment for the Turnpike Enterprise Headquarters Complex (“Complex”) office buildings, grounds and occupants, extending the useful life of all building systems, systems-related components, furniture, fixtures, and flooring. All chemicals, supplies, equipment and materials used by the Vendor, when applicable, shall be environmentally sensitive and shall be at least equal to or exceed the Green Seal Environmental Standards, and the International Sanitary Supply Association (ISSA), Cleaning Industry Management Standard (CIMS) and Green Building (GB) standards.

3.0 Contract Locations and Building Descriptions

The Complex is located at the Turkey Lake Service Plaza, Milepost 263, on Florida’s Turnpike, Ocoee, Florida 34761. The Complex has a total of five (5) office buildings totaling an estimated one hundred seventy thousand (170,000) square feet (areas are measured in gross square footage and are to be used for reference purposes only). Refer to Attachment “B,” Turnpike Headquarters Flooring Plan for locations and square footage. Each building is comprised of various hard wall and modular offices, office furniture, common areas, hallways, stairwells, balconies, conference rooms, bathrooms, mechanical rooms, break rooms and other interior and exterior areas. Horizontal and vertical surfaces are of various types, styles and materials such as, carpeting, vinyl, ceramic, porcelain, laminate, metal, wood, concrete, fabric, and painted and unpainted surfaces.

4.0 Definitions

For the purpose of this Contract, whenever the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown below:

Contract: The term “Contract” means the entire and integrated agreement between the Department and the Vendor (hereinafter collectively referred to as the “Parties”) and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract documents (Standard Written Agreement, Scope of Services, Method of Compensation, Price Proposal, Attachments and any Amendments and Supplements thereto) form the Contract between the Department and the Vendor setting forth the obligations of the Parties thereunder, including, but not limited to, the performance of the work and the basis of payment.

Department: State of Florida Department of Transportation, Florida’s Turnpike Enterprise.

Department’s Contract Manager: The Department's assigned and authorized representative responsible for the management, administration, and enforcement of all terms and conditions of the Contract.

Department’s Project Manager: The Department’s Project Manager responsible for the maintenance and operations of the Complex, inspection(s) of the Vendor’s day-to-day operations and the Contract coordinator for all janitorial projects which may require coordination between the Department’s Vendor and building occupants.

Vendor’s Janitor(s): The person(s) hired by the Vendor responsible for carrying out all assigned cleaning tasks as delegated by the Vendor’s Project Supervisor, and/or the Department.

Vendor’s Day Matron(s) and Day Porter(s): The person(s) hired by the Vendor to serve as the Vendor’s Day Matron/Day Porter is responsible for performing and overseeing all janitorial services during the Department’s normal working hours, and shall be accountable and responsible for assuring that all scheduled and non-scheduled work is performed according to established policies, procedures, and standards (i.e. safety, security and cleaning).

Vendor’s Semi-Skilled Worker(s): The person(s) hired by the Vendor to serve as the Vendor’s Semi-Skilled Worker, responsible for carrying out minor maintenance duties, which will not require licensing by the State of Florida. Such duties may include: pressure cleaning, painting, landscaping, car washing, and minor maintenance and repair work.

Supplemental Agreement: A written agreement between the Vendor and the Department modifying the Contract within the limitations set forth in the Contract, and as provided for by law.

Vendor: The firm selected through the competitive bid process to provide the services requested herein.

Vendor’s On-Site Supervisor(s) and/ or Lead Personnel: The person(s) hired by the Vendor to serve as the Vendor’s On-Site Supervisor and/or Lead Personnel, shall be responsible for the following: supervises all activities of the Janitors, Day Matron(s) and Day Porter(s); assures day-to-day operations are carried-out according to the terms and conditions of this Contract; provides appropriate training to all assigned staff; ensures full compliance of safety and security procedures; and ensures work is being performed according to approved cleaning schedules and industry standards. The Vendor’s On-Site Supervisor and/or Lead Personnel shall also act as a liaison between the Vendor, and the Department for normal day-to-day and minor emergency operations and shall be responsible for completing, communicating, and submitting weekly work reports and schedules to the Department.

Vendor's Contract/Project Manager: The person assigned by the Vendor having authorization and responsibilities for decision making and for the overall assurance that all terms and conditions of this Contract are being met. The assigned person will have overall supervision of the Vendor's On-Site Supervisor(s), Janitor(s), Day Matron(s), Day Porter(s), and all sub-vendors, acting as the liaison between the Vendor and the Department on any issues that are identified by the Department as being either inappropriate or un-resolvable by the janitorial on-site supervisor's level.

5.0 Hours of Operation:

The Department's normal hours of business are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except for State Holidays (*as defined in Section 110.117, Florida Statutes, at www.leg.state.fl.us/Statutes/index.cfm*). All daily cleaning services shall be performed during these hours without interfering with the Department's daily business operations. All nightly janitorial services shall begin no earlier than 5:30 p.m., with all lights out as early as possible and upon completion of work. All cleaning work schedules, both routine and non-routine shall be pre-approved in advance and in writing, by the Department.

6.0 Vendor and Staff Qualifications/Certifications/Designations and Requirements:

The Vendor shall hire only experienced and trained personnel for this Contract, approved in advance and in writing by the Department. The Vendor shall only request approval for persons who are free of criminal convictions such as theft, fraud, larceny and other related crimes in addition to all required certification(s) and qualifications. During the term of this Contract, the Vendor shall be and remain, properly licensed and insured in the State of Florida.

The Department reserves the right to reject any proposed employee that the Vendor submits for approval to work under this Contract.

The Vendor shall maintain and keep in force throughout the term of the Contract, renewals and extensions, and all required licensing, insurance, certification(s), and trained and experienced workforce needed and as required within the terms and conditions of this Contract. Failure of the Vendor to strictly comply with these requirements will be sufficient grounds for the Department to declare the Vendor in default and subject to the terms of Section 6, Termination and Default, of the Standard Written Agreement.

A. Certification and Registration

The Vendor shall hold and keep in force during the term of the Contract a valid and current certificate/license, in accordance with the laws of the State of Florida, authorizing the Vendor to perform the specified work, and have all required federal, state, and local licenses and permits. All sub-vendors shall be properly certified/licensed, meeting the requirements under the respective trade category for the work to be performed under this Contract.

B. Business Location

The Vendor shall have a current and valid Business Tax Receipt which states the name of the Vendor, street address of the business where all the work covered under the Contract will be handled, and the type of work that the Business Tax Receipt is issued for (which must be for the same type of services required in the Contract). The Vendor shall be required to provide the Department verification of a Business Tax Receipt in the county

where the business is physically located. If awarded the Contract, the Vendor shall also be required to provide the Department verification of a Business Tax Receipt in the city limits of Ocoee, Orange County and Orlando, Florida, where the services are being provided at the Pre-Work Conference.

C. Certification of Experience

The Vendor shall have been actively involved in providing commercial janitorial services for a minimum of four (4) years. The Vendor shall have provided services for the past two (2) consecutive years for a single commercial office facility, similar in size and type of services being requested within the Scope of Services. The Vendor shall provide a minimum of four (4) current references, each similar in building size and office type, and each of which the Vendor has performed janitorial services similar to those being requested by the Department. The Vendor shall provide contact names, phone numbers, addresses, and a brief description of the type of services being performed for each reference.

D. The Vendor shall have an OSHA Occupational Health and Safety Compliance Program in place, and provide a copy of the same, to the Department prior to Contract execution.

E. The Vendor shall have appropriate and relevant experience in providing the type of services being requested by the Department under this Contract. The Vendor shall hold and submit a current International Sanitary Supply Association (ISSA) certification, Cleaning Industry Management Standard Green Building (CIMS-GB) and ISSA Cleaning Management Institute (CMI) educational program certification or other certification as approved by the Department. If the Vendor does not have the aforementioned certificates upon Contract execution the Vendor will be allowed to obtain the CIMS-GB certification or approved other certificate within the first one hundred eighty (180) days of the Contract start date. For additional information on CIMS-GB certification, visit <https://www.issa.com/certification-standards/cleaning-industry-management-standard-cims>. The Vendor's failure to complete the ISSA CIMS-GB certification within one hundred eighty (180) days of the Contract start date shall constitute sufficient cause for termination of this Contract by the Department.

F. The Vendor shall submit a sample of the proposed inspection forms that will be used as part of its quality assurance. Refer to Section 12.0 and Section 14.0 of this Exhibit.

G. The Vendor shall provide all frontline cleaning professionals (Supervisors, Janitors, Day Matron(s), Day Porter(s), and other specialized cleaning professionals) with verifiable and certified training. Training will be conducted by a certified trainer utilizing only established, applicable, and relevant janitorial procedures as they relate to each task being performed and as identified throughout the Scope of Services.

H. The Vendor shall use a program that has been verified under the **ISSA Cleaning Management Institute (CMI)** program or other training program as approved by the Department for delivering the required training and certifications. The ISSA CMI program is designed to increase professionalism and demonstrate a commitment to effective training. Specifically, the program is focused on training and certifying frontline cleaning professionals, verifying training programs and training facilities to a set industry standard and improving the skills of industry trainers through a comprehensive workshop.

For additional ISSA CMI program information, please visit or contact the following:
<https://www.issa.com/certification-standards/cleaning-industry-management-standard-cims>

Questions about the ISSA CMI program should be directed to the ISSA Sales Executive - Facility Service Programs, Lucas Wendt lucas@issa.com or 800-225-4772.

A copy of all required licenses and/or certifications for this Contract shall be submitted with the Proposer's package.

6.1 Vendor's Project/Contract Manager(s) Requirements and Work Experience:

In addition to the ISSA CIMS-GB and ISSA CMI requirements, each Project/Contract Manager assigned by the Vendor to this Contract shall have relevant work experience in working in a large office facility performing similar type of work as being requested within the Scope of Services, and shall:

- a. Speak, read and write in clear and understandable English (for security reasons the Department must be able to clearly communicate with Vendor's Contract/Project Manager(s) and all other employees assigned to this Contract).
- b. Have worked as a Janitorial Contract/Project Manager for the past two (2) consecutive years in a commercial or government office facility of one hundred thousand (100,000) square feet or more performing similar type of work as within the Scope of Services.
- c. Have the knowledge, skills, and abilities to resolve issues and effectively communicate between Department representatives and Vendor employees.
- d. Have the ability to organize work, coordinate activities, and communicate schedules.

6.2 Vendor's On-Site Janitorial Supervisor(s) Requirements and Work Experience:

In addition to the ISSA CIMS-GB and ISSA CMI requirements, each On-Site Supervisor assigned to this Contract by the Vendor shall have relevant work experience in working in a large office facility performing similar type of work as being requested within the Scope of Services, and shall:

- a. Speak, read and write in a clear and understandable English (for security reasons the Department must be able to clearly communicate with the Vendor's Supervisor(s)/lead personnel and all other employees assigned to this Contract).
- b. Have worked as a Janitorial Supervisor for the past two (2) consecutive years in a commercial or government office facility of one hundred thousand (100,000) square feet or more and performing similar type of work as within the Scope of Services.
- c. Have performed supervisory duties as described within the Scope of Services for a minimum of the past two (2) consecutive years.

- d. Have provided training on proper cleaning techniques, including the operation of equipment, working with cleaning chemicals, health and safety, and others operational procedures.

6.3 Vendor's Janitor(s) Requirements and Work Experience:

In addition to the ISSA CIMS-GB and ISSA CMI requirements, each Janitor assigned to this Contract by the Vendor shall have relevant work experience in working in a large office facility performing similar type of work as being requested within the Scope of Services.

- a. Day Matron(s) and Day Porter(s) shall have worked in the commercial janitorial industry for a minimum of one (1) year within the past (2) years providing similar type services as being requested to perform within the Scope of Services.
- b. The Vendor must provide the Department with an affidavit for each new hire prior to their beginning work at the Complex. The affidavit must attest, at a minimum, that the new hire has been properly vetted through e-verify, a Level II Criminal Background Check, drug screening and properly trained by a certified ISSA CIMS instructor or other certified instructor as approved by the Department.
- c. Speak, read (understand) and write in a clear and understandable English language (for security reasons the Department must be able to clearly communicate with all Janitors, Day Matron(s), Day Porter(s) and all other employees assigned to this Contract).

6.4 Vendor's Semi-Skilled Worker(s) Minimum Qualifications:

- a. Worked in the commercial maintenance industry for a minimum of one (1) year within the past two (2) years.
- b. Performed similar type work as being requested herein, familiarized with proper usage of hand and power tools and equipment, speak, read and write in clear and understandable English.

6.5 The Vendor shall not sublet, assign or transfer any work under this Contract without prior written consent by the Department. After receiving written consent by the Department, the Vendor will be permitted to sublet a portion of the work but shall perform with its own organization work amounting to not less than ninety percent (90%) of the total Contract amount. All sub-vendors are required to be qualified, certified and/or licensed for the work they intend to perform under this Contract in accordance with the requirements herein, all federal, state and local regulations, and approved by the Department. Subletting of work shall not relieve the Vendor of his respective liabilities. The Department recognizes a sub-vendor only in the capacity of an employee or agent of the Vendor. The Vendor, sub-vendors, or any of their employees shall not perform any work that is beyond their technical capabilities or for which they are not licensed or certified. The Vendor shall submit, for approval, the sub-vendor's qualifications, along with experience and references. The proposed sub-vendor and all assigned staff shall speak, read and write in clear and understandable English.

7.0 Project Approach:

The apparent silence of any details or omissions of service specifications set forth in Exhibit “A,” Scope of Services and Attachment “A,” Task and Performance Measures, shall be regarded as meaning only that the ISSA Cleaning Industry Management Standards (CIMS-GB or other standards as approved by the Department), shall be applied for equipment, supplies, labor performance measures, and methodology, and that only materials and workmanship of superior quality shall be used for this Contract.

7.1 The Vendor shall only use those cleaning supplies, chemicals, equipment and methods recommended by each product manufacturer for each of the different type(s) of surfaces within each of the buildings on this Contract, such as floor coverings (carpeting, porcelain, ceramic, vinyl, rubber, and other) plexiglass, fabric wall panels, painted and unpainted surfaces, interior artwork, bathrooms, window glass and frames, and others.

8.0 Supplies and Inventory:

8.1 The Vendor shall be responsible for providing and stocking all supplies including paper products, feminine hygiene products, toilet seat covers, hand soap, hand sanitizer, cleaning supplies, replacement air fresheners, dispensers and replacement batteries, and other supplies necessary to complete all requirements of this Contract. A minimum inventory [based on an estimated two hundred seventy-five (275) employees] shall be maintained at the Complex, based upon the Department’s usage. A minimum inventory is interpreted to mean a one (1) week supply of paper products, chemicals and other supplies. All chemicals, supplies, equipment and materials, when applicable, shall be environmentally sensitive and shall at least equal or exceed the Green Seal Environmental Standards, (www.greenseal.org). All products used must be pre-approved by the Department prior to use. All Material Safety Data Sheets (MSDS) of all approved cleaning products and other chemicals shall be submitted to the Department prior to placing them into the Complex. Additionally, all chemical containers and dispensers of any type used at the Complex shall clearly indicate the type of chemical that it is written in both English and Spanish, wherever practical and most visible. All chemicals, supplies and equipment shall be stored in a secured location.

8.2 The Vendor shall be responsible for using only the highest industry standard methods in order to clean all different types of surfaces throughout each building.

8.3 Bleach, acid and/or ammonia shall **not** be used or stored within the Complex without prior written approval by the Department.

8.4 The Vendor shall dispose of all aerosol containers, batteries, trash and other waste and any other chemical and chemical containers utilized in the course of this Contract in conformity with all state, federal and/or Department requirements.

8.5 Unless otherwise agreed to by the Department, paper products shall be white in color, high in absorption, odor free, of a deluxe high quality, and the type and size required to properly fit the Department’s existing dispensers.

9.0 Training:

It is the Department's intent to have only trained, qualified and experienced employees assigned to this Contract. In addition to the ISSA CIMS training, the Vendor shall ensure all employees hired for this Contract are fully trained and informed about work expectations, security and safety procedures, and building protocols.

9.1 Training shall include at a minimum:

- General Complex and work orientation
- Complex work safety and security expectations
- Job orientation
- Uniforms, appearance, hygiene, use of cell phones
- Review of Contract requirements (Scope of Services)
- Supervision
- First aid, safety and health
- Job specific performance expectations and individual task training
- Demonstration of how to properly operate and use equipment and chemicals (hands-on)
- Review of expectations and performance measures
- How to read and understand Material Safety Data Sheet (MSDS)
- Occupational Safety and Health Act (OSHA)
- Personal protection equipment
- Teamwork cleaning principles
- Green cleaning

10.0 Project Equipment:

10.1 All equipment used by the Vendor, under this Contract shall be of a commercial grade, in a new or like-new condition. The Vendor shall not introduce any equipment to the Complex that is more than one (1) year old. The Vendor's equipment shall be subject to initial and periodic inspections by the Department throughout the term of the Contract. The Vendor or any sub-vendor(s) shall not be permitted to use or store damaged equipment on the Complex. All electrical equipment must have a three (3) prong electrical plug with one being a ground. If the proposed equipment is older than one (1) year the Vendor must have prior written approval from the Department to use it on this Complex. All equipment being used for this Contract must be clean and in good operating condition and maintained odor free during and after use. The Department will provide the Vendor with a secure storage space for the equipment and supplies. The Vendor shall maintain all storage areas in a safe, neat and presentable condition at all times. Equipment used under this Contract should not be removed and used at other projects unless approved by the Department to do so.

10.2 The Vendor may use the Department's electrical power outlets to power the equipment utilized by the Vendor's personnel to perform the work under this Contract. The amperage of the Vendor's equipment should not exceed the allotted circuit amperage in the area work is being performed. The Vendor shall verify the amperage at the time work is to begin and shall ensure the electrical demand for the equipment supply will not overload the circuits.

11.0 Routine Janitorial Services, Service Areas, Minimum Task and Performance Measures:

The Vendor shall use Attachment “A,” Task and Performance Measures, as the minimum standard baseline for acceptable level of services, task and performance measures for this Contract, in addition to Attachment “B,” Turnpike Headquarters Flooring Plans, which identifies each area and the type of floor surfaces.

12.0 General Cleaning Expectations and Requirements:

The Vendor shall ensure cleaning is performed according to best janitorial practices using the ISSA CIMS-GB and ISSA CMI, or other practices as approved by the Department and best practice standards.

Once the Contract is awarded, the Vendor shall have thirty (30) calendar days to develop a detailed plan, on how each area of the Complex will be cleaned and maintained for review by the Department. The plan shall include methods of cleaning, assigned staff including training certifications for each assigned Janitor and task being performed, material and equipment being used, duration of each task, and a quality assurance plan for reviewing work being performed to ensure quality cleaning.

12.1 Restrooms:

- a. The Vendor shall ensure the level of services provided for maintaining the restrooms at the Complex will eliminate/prevent/reduce the growth and spread of bacteria, fungi and viruses. The Vendor shall identify the proposed method(s), manner, workforce, equipment, and supplies it will use to meet or exceed the level of services being requested.
- b. All restrooms are to be maintained clean and in a sanitary condition, and stocked with supplies at all times. Cleaning of the restrooms during normal working hours shall be completed in a way that does not require closing of the restrooms. The Vendor shall be responsible for all repairs and/or replacement of all damaged or inoperable dispensers. All replacement dispensers shall match existing brands currently in place at the Complex, or such other type and brand be new and shall be of the same brand and type as approved by the Department.
- c. Every effort shall be made as not to cross contaminate cleaning surfaces with the use of cleaning chemicals, equipment, and other resources being used to clean.

12.2 Restroom Supplies:

The Vendor shall furnish and maintain all restroom supplies, dispensers and products. Such products shall include, without limitation, toilet seat covers, paper towels, hand soap (low odor, neutral in color, and antibacterial contents), clear plastic trash container liners, sanitary napkins and wax lined dispenser bags, air-freshener replacements including batteries, cleaning products and other items as necessary to complete the requirements of this Contract. A minimum of one (1) week supply of product shall be maintained at the Complex, and shall be determined based upon the Complex occupant’s usage in a one (1) week period. All supplies must be pre-approved by the Department prior to stocking of the restrooms.

12.3 Floor Care:

- a. All floors shall be cleaned and maintained in a uniform and detailed clean appearance. All floor surfaces shall remain free of discoloration, streaks, marks, soil, build-ups in corners and along edges, discoloration, dull and/or dirty surfaces, and shall be maintained with a protective finish to protect the floor surface (wherever applicable).
- b. All protective finishes shall have a non-slip finish, be of a uniform appearance, and must use a floor maintenance finish with inherent static-dissipating properties, specifically formulated for application in computer rooms, electronic assembly areas, telephone sub-stations, or any other areas where positive elimination of static electricity is a prime consideration. The Vendor shall buff, scrub, and re-coat floors on a routine schedule and on an as needed basis.
- c. The Vendor shall describe the proposed methods, supervision, labor, equipment, chemicals, performance measures, quality assurances and cleaning schedules for maintaining all floor surfaces in like new condition. The proposed method and products that the Vendor elects to use to clean and protect each type of floor surface must be pre-approved in advance by the Department.
- d. The Vendor shall develop a detailed plan as to how the carpets will be cleaned on a continuous basis, using a “dry extraction” cleaning method that meets green environmental standards such as the “HOST.” Upon completion of cleaning, all carpet areas shall have an even and uniform appearance, and all carpet edges and baseboards shall be maintained free of loose fibers, debris, spots, stains or spills.
- e. The Department understands that hot water extraction may be necessary to remove certain stains and spots however, the Vendor shall use the “HOST” dry extraction system for all carpet cleaning, unless otherwise approved by the Department.

12.4 Meeting/Conference Rooms:

The Vendor’s staff will need to check for new room set-ups with the Guest Services Department multiple times throughout the day. All meeting/conference rooms must be maintained in a neat, clean and ready to use appearance/condition at all times. Tables shall be wiped, floors vacuumed, cabinets dusted, trash and recycle material removed, trash cans disinfected and wiped clean, and chairs neatly placed under the tables.

12.5 Auditoriums:

Throughout each day, there will be multiple room set-ups requiring different configurations of tables and chairs. The Vendor’s staff will need to check for new room set-ups with the Guest Services Department multiple times throughout the day. The Vendor shall provide basic cleaning for each Auditorium between room set-ups which shall include: emptying the trash and recycle cans, wiping tables and vacuuming if necessary.

12.6 Walls (Hard Walls and Modular Panel Walls):

Cleaning of all hard-walled surfaces shall be performed in such a manner that distinguishing marks or discolorations are not left on wall surfaces. All modular walls shall be cleaned and maintained according to the modular panel manufacturer's specifications and industry standards.

12.7 Doors/Door Frames and Glass Partitions:

Cleaning of all wood laminated doors, brush chrome hardware, painted steel door frames and glass partitions (glass/windows surrounding all interior/exterior doors) shall be performed in such a manner that will not leave any visible streaks, smears, distinguishing marks, residue, or discolorations on the finished surfaces.

12.8 Building Entrances:

The Vendor shall provide a detailed outline and schedule in which all the interior/exterior glass, and glass frames, of all building entrances will be cleaned and maintained. The Vendor shall also provide a list of all equipment and chemicals that will be used for the cleaning of the glass and glass frames. The Vendor shall address how they intend to clean the glass surfaces and frames that are over eight (8) feet high. Such regulations can be found in the American Society of Mechanical Engineers (ASME/ANSI A39.1-9987) and the Occupational Safety and Health Act (OSHA) of 1970.

- a. In the Operations Building, of the Complex (Building No. 5317), where the building entrance glass extends from the 1st floor to the 2nd floor, the Vendor is required to clean only the 1st floor level of the building entrance.

12.9 Dusting:

The Vendor shall provide routine and on-going dusting in a manner that minimizes the build-up of dust and discoloration caused by dust build-up within all ranges of dusting (from high to low). All surfaces shall be dusted and maintained in a clean appearance on all vertical and horizontal high and low surfaces. Only dusting equipment and chemicals approved by the Department shall be used. Special precaution shall be taken when high dusting is being performed on items such as light fixtures, mobile file cabinets, windows, window blinds, and other items that may require the use of a step ladder or lift equipment.

The Vendor shall not move any office papers or equipment that may be located on desks or shelves unless instructed by the Department.

All windows shall be dusted at the same time the blind dusting occurs to assure windows are free from visible dust. After cleaning, the blinds shall operate properly and be free from visible streaks, smears or dust. The Vendor shall dust all wall hangings. **Extreme caution** shall be used when dusting any and all artwork throughout the interior of the Complex and no chemicals shall be used on any artwork.

12.10 Trash Pick-up:

The Vendor shall provide all necessary equipment, labor carts, bags and other items necessary to collect and remove all trash from the Complex Buildings to the dumpsters. The method(s) used shall prevent leakage of fluids and damage to the Complex's floors, walls, doors and office areas. All trash cans shall be wiped clean with disinfectant spray applied inside of the trash can. Each trash can shall have a clear plastic liner that shall be replaced each time the trash is removed. All trash being removed from trash cans shall be emptied each evening and placed into a portable leak-proof container with a plastic liner. The portable container shall have soft non-marking rollers. The Vendor shall not be permitted to stock pile trash in any location of the Complex.

12.11 Recycling Pick-up:

The Vendor shall pick up and properly dispose of all recycle materials a minimum of two (2) times per week and as needed. The Department's Recycling Program, includes recycle material such as paper, aluminum cans, cardboards, used toner cartridges and other recyclable items. The Vendor shall use separate clearly marked carts and collection canisters to gather and remove the recycle material from office containers. All recycle cans shall be wiped clean, with disinfectant spray applied inside of the recycle can. Only approved recycle materials shall be permitted in recycling containers.

- a. The Vendor shall provide cleaning and sanitizing of all trash cans, recycle cans, carts, and dumpster areas, on a daily basis, and as otherwise directed by the Department. Hazardous materials are not permitted to be placed in dumpsters.

12.12 Exterior Areas:

The Vendor shall clean and maintain high quality standards of appearance and cleanliness to all exterior areas including: balconies, outside furniture, ashtrays, trash cans, dumpster areas, sidewalks, brick pavers, landscape areas, glass partitions, parking lots, building walls, and planters.

12.13 Cafeteria/Break Rooms:

All cafeteria and break room areas shall be maintained at a high level of cleanliness at all times, free of visible and concealed dirt, dust, debris and trash. All sinks and countertops shall be disinfected to substantially eliminate/prevent/reduce the growth and spread of bacteria, fungi and viruses. All refrigerators shall be emptied, cleaned, disinfected and sanitized at least one (1) time each month, and at such other times as directed by the Department on an "as needed" basis, to maintain a high level of cleanliness.

12.14 Miscellaneous:

- a. Upon awarding of the Contract, the Vendor shall have thirty (30) calendar days to provide a detailed outline and schedule for each routine and specialty cleaning task, in which all of the following miscellaneous areas will be cleaned and maintained: drinking fountains, ice machines, refrigerators, sinks, microwave ovens, break areas, equipment and mechanical rooms, elevator cabs, air vents, light fixtures, base boards (vinyl, wood and tile), doors, desk surfaces, file cabinets, bookcases, chairs and other surfaces to be cleaned.

- b. The Vendor shall disinfect and polish all drinking fountains, removing all mineral deposits on bubbler and metal surfaces. The Vendor shall also clean and disinfect all telephones on a weekly basis, after obtaining pre-approval by the Department of the proposed method for performing these services. The Vendor shall remove cobwebs from all interior and exterior high/low surfaces.
- c. The Vendor shall use all cleaning standards and methods determined and identified by industry standard to prevent bacteria, fungi, odor, spores, viral organisms and other micro-organisms throughout the Complex. Clean and polish elevator surfaces, (both inside and outside of cab), leaving a uniform and clean finish, and remove all debris in grates, tracks and corners. When cleaning grates and tracks, the Vendor shall lock the elevator doors into the open position. The Vendor shall not use any object to block open the doors. The Vendor shall provide a list of all proposed chemicals and cleaning methods that will be used for this project in advance of the Contract start date.

13.0 Optional Services (Not Covered Within the Scope of Services):

The Vendor shall provide pricing for the Optional Services listed below in Exhibit “C,” Price Proposal. The Department may or may not use the following services, and it has the right to choose whether to use the Vendor to provide the service. If the Vendor is elected to provide the following Optional Services, it shall be on an as needed basis and in accordance with a Supplemental Agreement. Prior to proceeding with any Optional Service, the Vendor shall receive a written Notice to Proceed (NTP) from the Department.

13.1 Semi-Skilled Worker(s):

The Vendor shall provide, upon request, a Semi-Skilled Worker to perform the following building maintenance tasks: change light bulbs, hang pictures, move furniture, paint walls, floors and ceilings, equipment cleaning, pressure cleaning, as needed building repairs and other labor services as directed by the Department.

14.0 Inspections:

The Department will perform a weekly inspection of work completed, work that needs to be completed and work that needs to be corrected with the Vendor’s Project Manager and/or On-Site Supervisor. The Department shall have the right to inspect and reject any and all work that, in his/her opinion, does not meet with the requirements of the Contract. Such rejected work shall be redone at the Vendor’s expense. If the Department fails to reject such work, whether from lack of discovery or for any other reason, such initial failure to reject shall in no way prevent later rejection, and shall not be deemed a waiver of Contract standards or acceptance of the defective work. The Vendor shall make no claim for any corrective cleaning which may result from any work rejected by the Department. The Vendor shall submit to the Department a sample of the proposed inspection forms that will be used as part of their quality assurance, refer to Section 12.0 of this Exhibit.

15.0 Non-Compliance:

The specifications in Exhibit "A," Scope of Services, are performance specifications and are not intended to be used as detailed specifications. The absence of detailed specifications set forth in this Exhibit concerning any point shall be interpreted as meaning that performance of the highest industry standard for commercial janitorial services are to prevail and that only materials and workmanship of superior quality shall be used. All interpretations of this Exhibit shall be made upon the basis of this statement.

- 15.1 The Parties acknowledge that it would be difficult or impossible to determine the damages that the Department would incur should the Vendor fail to meet or refuse to perform its obligations under this Contract. If the Vendor neglects or refuses to perform its obligations under the terms of this Contract, the Department shall notify the Vendor in writing of the performance deficiency, allowing the Vendor a period of twenty-four (24) hours from the time of notice in which to correct the identified deficiency.
- 15.2 Upon the failure or refusal of the Vendor to satisfactorily resolve the performance deficiency within the allotted twenty-four (24) hour period, the Department shall have the right to have the deficiency corrected by another vendor, and to offset the cost thereof against the sum that is due, or may become due, to the Vendor by the Department. The Department use of another vendor as described herein shall be in addition to, and shall not operate as a waiver of any other rights and/or remedies available to the Department under this Contract.
- 15.3 Contact information for all key personnel of the Vendor shall be provided upon the start of the Contract's Notice to Proceed date to the Department and specifically those persons directly related to the work being performed under this Contract.
- 15.4 The Vendor shall provide a cellular phone for all its Project Manager(s), Supervisor(s), and/or lead personnel assigned to this Contract, upon the start of the Contract work, to ensure a timely response from a representative of the Vendor in the event needed. While working at the Complex, the Vendor's Project Manager(s), Supervisor(s), and/or Lead Personnel will be expected to:
 - a. Keep his/her cellular telephone turned "ON" at all times.
 - b. Respond within fifteen (15) minutes after notification from the Department.
- 15.5 The Vendor shall perform all services within the established scheduled time as required by this Contract. In the event that the Vendor requests authorization to provide services that are in conflict with the established cleaning schedule, the Vendor shall request such authorization in writing from the Department forty-eight (48) hours in advance. If the requested schedule change has not been approved by the Department, and the work is not performed in accordance with the original schedule, the Department shall proceed with a remedy for services to be performed, as stated in these Contract Documents. The Department shall have the authority to grant or deny the requested schedule change consistent with the needs of the Department.
- 15.6 The Vendor shall submit weekly cleaning inspection reports for days and evenings the janitorial services are completed. Said reports shall be completed by the On-Site Supervisor(s) and shall be submitted to the Department for inspection and approval each

week, at an agreed upon time. Failure of the Vendor to submit weekly inspection reports at the agreed upon time may result in the reduction of, or rejection of, the Vendor's monthly invoice(s) until the required reports are submitted.

16.0 Liquidated Damages:

Should the Vendor(s) fail to respond to the Department notification and/or call(s) within the time frame stipulated in this Contract the Vendor(s) shall pay to the Department, not as a penalty, but as liquidated damages.

- 16.1 Vendor's key personnel shall be available on a twenty-four (24) hour a day basis. The Vendor must return phone calls from the Department within three (3) hours. Should the Vendor fail to respond within this time frame, an amount of fifty dollars (\$50.00) shall be deducted from any payment due to the Vendor for each hour's delay by the Vendor in responding to the Department's notification and/or call(s).
- 16.2 Should the Vendor's Project Manager(s), Supervisor(s), and/or lead personnel fail to respond to a phone call within the time frame stipulated, the amount of one hundred dollars (\$100.00) shall be deducted from any payment due to the Vendor, for each fifteen (15) minute period a call is not returned.

The Department shall have sole discretion in selecting which of the above aforementioned remedies it shall employ, and the election of one remedy shall not be deemed to be a waiver of any other remedy. The Department reserves the right to prohibit the completion of services not performed or not completed according to pre-established cleaning schedules or standards.

17.0 Security:

All employees of the Vendor shall conform to any and all requirements set forth in the Department's building security policies and procedures and all security system(s). The Vendor shall adhere to all of the Department's safety regulations, policies, and procedures at all times. Violation of any of the following will be grounds for the Department to declare the Vendor in default subject to the terms of Section 6, Termination and Default, of the Standard Written Agreement.

- 17.1 The Vendor shall interact with the Complex's Law Enforcement Agencies, On-Site Security Guard(s) and/or front-desk person(s), in order to meet the Department's objective to ensure a safe Complex. Such interaction shall include, but not be limited to, the following: identify any suspicious person(s) or acts within or around the Complex, inform officer(s) and/or security guard(s) of any potential safety hazard or breach of security.
- 17.2 Strict security of all buildings shall be maintained at all times with all required doors kept locked. The Vendor agrees to indemnify, hold harmless, and defend the Department from any fines, penalties, or assessments levied against the Department for false alarms caused by the Vendor's employees and sub-vendors, which shall be deducted from the monthly payment to the Vendor.

- 17.3 The Vendor shall provide uniforms and photo identification for all of its employees and sub-vendors assigned to this Complex. The identification is to be displayed at all times while such personnel are at the Complex. Uniforms shall include trousers, button up shirts with the company logo, and aprons, if necessary. Any Vendor employees not appropriately uniformed, or not displaying required identification, shall be directed to leave the Complex. All uniforms shall be clean and neat in appearance and in like-new condition. All shirts shall be neatly tucked inside the trousers and of a neat appearance. Shoes should be black and have a rubber sole. No hats or caps are to be worn at any time. All proposed uniforms must be approved by the Department prior to implementation.
- 17.4 No one other than the Vendor, Vendor's employee and approved sub-vendors shall be permitted on-site at any time when the Vendor is performing its work. Any unauthorized personnel, including, visitors, family members, friends, acquaintances, etc., of the Vendor or its employees/sub-vendors found within or on the Complex's grounds, shall constitute a material breach of the security provisions of this Contract, and will be sufficient grounds for the Department to declare the Contract in default subject to the terms of Section 6, Termination and Default, of the Standard Written Agreement.
- a. A complete list of all Vendor employees and valid identification (driver's license or state identification card shall be submitted to the Department prior to the employee beginning work at the Complex. If the proposed employee name is not contained on the Department's approved list, the employee will not be permitted access to the building or will be asked to be removed from the Complex.
- 17.5 No employee of the Vendor assigned to this Contract shall be under the age of eighteen (18) years. The Vendor's use of employees under the age of eighteen (18) years for this Contract shall constitute sufficient cause for termination of this Contract by the Department.
- 17.6 The Vendor shall provide to the Department, upon request, a complete police criminal background report on each proposed employee assigned to this Contract prior to starting work. No person with a prior felony conviction for theft, fraud, larceny and other related crimes will be approved to work on this Contract
- 17.7 The Department will provide the Vendor with exterior door access keys for access to the buildings and certain restricted areas. It will be the Vendor's responsibility to report and pay for all missing or lost cards, and/or reimburse the Department for any lock or security changes that are caused by the Vendor's negligence.

18.0 Vendor's Loss or Damages:

The Department shall not bear any risk of any loss, injury or damage suffered by the Vendor in the performance of its work under the Contract. The Vendor shall be responsible for any loss or theft of any of the Vendor's items including tools, equipment, supplies and other items left at the Complex. The Vendor shall be responsible for any injury sustained by its employees while providing services at the Complex.

19.0 Damages to Facilities:

The Vendor shall notify the Department of any and all damages to the Complex, whether pre-existing or caused during its operations. All notifications shall be in writing and completed

immediately after an occurrence or, if damages are incurred during nightly operations, during the next business day. Notification shall be complete in detail to include, at a minimum, the type of damage, location, nature of the incident, time and date of occurrence and injury, if any. The Vendor or On-Site Supervisor shall deliver such notification to the Department. Repair estimates shall be submitted to the Department within five (5) working days of each occurrence. Review and approval of proposed repairs shall be made within five (5) days of receipt of the estimate, unless damages have a potential to cause a safety hazard or a breach in security. In the latter case, after first seeking the Department's approval, the Vendor shall make all necessary repairs immediately.

19.1 The repairs of damage(s) caused to the Complex, contents, or grounds by the Vendor, its employees or sub-vendors shall be the sole responsibility of the Vendor to repair or replace. All repairs to correct any damage(s) caused by the Vendor's operations, employees, or equipment shall be completed within fifteen (15) days of the appropriate notification to the Department by the Vendor. The Department reserves the right to complete or contract for the completion of any damage repairs that are not completed by the Vendor. Additionally, the Department reserves the right to complete any repairs in which the quality of repairs provided by the Vendor are of a quality that is deemed unacceptable by the Department. The costs of all repairs performed by the Department as a result of the Vendor's performance of duties shall be offset and deducted from the Vendor's monthly payment. All repairs completed by the Vendor are subject to the Department approval. The Department may seek to recover a claim with the Vendor's general liability insurance company of said damages.

20.0 General Notes:

The Vendor, its employees and sub-vendors shall not use or unplug any office equipment in the building, including but not limited to computers, printers, shredders, scanners, copiers, fax machines or phones unless it is a safety hazard. This policy shall be strictly enforced.

21.0 Areas of Concern:

21.1 All chemical containers and dispensers of any type used at the Complex shall clearly indicate the type of chemical in use and where practical, the Material Safety Data Sheet (MSDS) shall be attached to actual containers, dispensers, or posted in a nearby location.

21.2 The Vendor shall not store incompatible chemicals in the same area. Special care is to be used to avoid spills, drips, or accumulation of any products on the floor of the storage area. The exterior of the product containers are to be kept clean.

21.3 All flammable material, including gasoline, kerosene, mineral spirits, acetone, and other flammable material, are prohibited to be used or stored at the Complex without prior specific written permission from the Department.

21.4 The initial approval of the Vendor's personnel shall in no way prevent later rejection by the Department. Whenever the Department determines that any person(s) employed by the Vendor shall be discharged upon written notice by the Department, he/she shall not again be employed on this Contract, except with written consent from the Department. The Vendor shall protect, defend, indemnify, and hold the Department, its agents, officials, and employees harmless from any and all claims, actions, or suits arising from such removal, discharge, or suspension of employee(s). Any changes or deviations from

the approved personnel during the term of the Contract, or any renewals or extensions, must be brought to the attention of the Department as they occur.

- 21.5 The Vendor shall not allow any unqualified personnel (i.e. trainee) at the Complex office buildings without direct supervision by a qualified person and upon prior written approval by the Department.

22.0 Compensation:

The Vendor shall be paid for the work accomplished and accepted by the Department per the compensation details in Exhibit "B," Method of Compensation and the price schedule in Exhibit "C," Price Proposal.

23.0 Budget Limitations/Estimated Quantities:

- 23.1 The Contract is governed by budgetary restrictions. It shall be the responsibility of the Vendor to ensure that sufficient funding remains within the maximum limiting amount established for the subject Contract to complete authorized services. The total payment made to the Vendor shall not exceed the maximum amount of the face value of the Contract without a Supplemental Agreement.
- 23.2 In accordance with the provisions of Section 339.135 (6)(a), Florida Statutes, the Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.
- 23.3 Funding must be approved by the Department for any additional work that would result in exceeding the Contract dollar amount prior to undertaking such additional work. The Vendor shall not be obligated to perform services or incur costs that would result in exceeding the Contract dollar amount, nor shall the Department be obligated to reimburse the Vendor for services which result in exceeding the Contract dollar amount, except to the extent said amount is increased by a Supplemental Agreement. Execution of this Contract does not guarantee that the work will be authorized.
- 23.4 This is an estimated quantities Contract whereby the Vendor agrees to furnish the services specified herein during the term of the Contract, and any renewals and modifications thereof. It is further agreed that the unit prices proposed by the Vendor shall remain unchanged even if the actual quantities used are less or greater than what is estimated. The Department, based on need and availability of budget, may increase or decrease the quantity of services required of the Vendor within the general description of the Contract.

24.0 The Department's Responsibilities:

24.1 Administration of Contract:

All work under this Contract will be under the administration of the Department.

- a. The Department will assign a Contract Manager to administer the terms and conditions of this Contract and the overall day-to-day work assignments and inspections. All work must be coordinated through the Department's Project Manager or designee.
- b. The Department's Contract Manager is Mr. Jerry Karp, and the Department's Project Manager is Mr. Clarence Writtenberry. Their offices are located in the Complex at the address below:

Florida's Department of Transportation
Florida's Turnpike Enterprise
Milepost 263, Bldg. #5315
Turkey Lake Service Plaza
Ocoee, FL 34761-3069
Phone: 407-532-3999

If any changes are made in the above information during the term of the Contract, the Department will notify the Vendor.

24.2 Pre-work Conference:

Upon awarding of the Contract, the Department will contact the Vendor and schedule a pre-work conference prior to the start date of the Contract to review the work involved, transition plan, and the requirements of the Contract.

25.0 Contract Term:

This Contract shall commence upon written notice from the Department's Contract Manager, and shall be completed within two (2) years or the date of termination, or whichever comes first.

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



ATTACHMENTS

DOT-RFP-19-8003-GB

**COMPREHENSIVE JANITORIAL SERVICES FOR
TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX**

FPI No.: 1909701A108

ATTACHMENT "A"
Task Frequencies and Performance Measures for All Service Areas

TASK AND PERFORMANCE MEASURES

GENERAL INTERIOR/EXTERIOR SERVICE AREAS & TASKS	PERFORMANCE MEASURES
RESTROOMS	The level of appearance and cleanliness of all restrooms shall be maintained at the highest industry standards. It is the Department's intent not to see streaks, discoloration marks, splash marks, surface residue, encrustation, mineral deposits, visible dust or debris on any vertical or horizontal surface such as: floors, countertops, walls, mirrors, partitions, ceilings and plumbing fixtures. All restroom areas will remain clean, disinfected at a level to substantially eliminate/prevent/reduce the growth and spread of bacteria, fungus, germs and odor.
Air Vent Diffuser (dust)	<ul style="list-style-type: none"> - All tile and grout lines shall be maintained in a clean and uniformly appearance. - All ceramic tile floors (including showers) and walls shall be thoroughly cleaned, rinsed and dried to present a uniformly clean appearance. - All trash cans shall be kept clean, odor free and remain free from overflowing trash. - All fixtures, including toilet bowls, sinks, showers and urinals shall present a clean shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, etc. All wall, floor brackets and other fixture junctures shall be free of accumulations of dirt and urine. - All mirrors, glass partitions , chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, etc., and shall present a high shine. - All stall and urinal partitions shall present a clean appearance from water streaks, stains, soil, or other unsightly marks, and free from dust on top edges. - All countertops shall remain free of visible of spills, splashes, streaks, smears and other unsightly appearance. - All air vent diffusers and light fixtures shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance. - All hand towels, liquid soap, toilet tissue and seat covers, sanitary napkins and air fresheners shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleaning or servicing. - All floors shall remain free of visible spills, splashes, streaks, stains, scuffmarks, mop strands, and other unsightly appearance. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence, including in corners, expansion joints, and other places accessible to the broom or dust mop. Wet spots shall not be left unattended, floors must always be dry. - All unoccupied lockers shall be cleaned and disinfected to substantially eliminate/prevent/reduce the growth and spread of bacteria, fungus, germs and odor.
Ceramic Tile Floors	
Shower Stalls	
Commodes & Urinals	
Counter Tops	
Dispensers (clean & stock)	
Doors, Door Frames (hardware) and Glass Partitions	
Exposed Plumbing Fixtures	
Mirrors	
Odor Control	
Sinks	
Stall Partitions	
Supply & Maintain, Fully Stocked, All Paper Products, Liquid Soap and Air Freshener Products	
Waste containers	
Ceramic Tile Walls	
Ceilings	
Light Fixtures	
Lockers (unoccupied)	

ATTACHMENT "A"
Task Frequencies and Performance Measures for All Service Areas

BUILDING ENTRANCES	The Building Entrances, are the first impression our employees and visitors see, these areas are to remain clean and free of visible and concealed dust, dirt, debris and liter.
Windows and Window Frames (all first floor entrances, interior/exterior)	- No visible signs of mold or mildew on any horizontal or vertical surfaces.
Sidewalks & Walkways	- All glass and glass frames, doors and door frames shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Doors, Door Frames (hardware) and Glass Partitions	
Ashtrays (replenishment of gravel on monthly basis)	- Sweep and pick-up trash and debris on sidewalks, walkways, etc., to the nearest sidewalk or parking lot stall of all exterior doors.
Debris	- All light fixtures shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Trash Cans	- All trash cans shall be emptied each night, with the removal of all trash can liners at the same time, each can shall be cleaned and disinfected with appropriate cleaning chemicals.
Light Fixtures	- All ashtrays shall be wiped clean, both inside and out, and be free from dirt, ashes, spots, food, beverage, spoilage and debris.
VESTIBULES	The Vestibules are the first impression our employees and visitors see; these areas and surfaces are to remain clean and free of visible and concealed dust, dirt and debris.
Windows and Window Frames (all first floor entrances, interior/exterior)	- No visible signs of mold or mildew on any horizontal or vertical surfaces.
Doors, Door Frames (hardware) and Glass Partitions	- All glass and glass frames shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Floors/Carpets	- All carpeting shall be maintained at a high level of cleanliness in order to minimize the appearance of dirt and debris, and left in an even, uniform appearance each day.
Air Vent Diffuser (dust)	
Ceilings (dusted)	- All air vent diffusers and light fixtures shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Light Fixtures	
Walls	- High surfaces and objects shall be free from dirt lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc. and shall present an overall clean appearance.

ATTACHMENT "A"
Task Frequencies and Performance Measures for All Service Areas

LOBBIES	The Lobbies are the first impression our employees and visitors see; these areas and surfaces are to remain clean and free of visible and concealed dust, dirt and debris.
Tile (autoscruber nightly, spot clean as needed)	<ul style="list-style-type: none"> - All floors shall remain free of visible spills, splashes, streaks, stains, scuffmarks, mop strands, and other unsightly appearance. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence, including in corners, expansion joints, and other places accessible to the broom or dust mop. Wet spots shall not be left unattended, floors must always be dry. - Upholstered, wood, plastic and leather furniture shall be free from smudges, dirt, spills, and grease, and shall present a uniformly clean appearance. - No visible signs of mold or mildew on any horizontal or vertical surfaces. - Cleaned elevators and stairway shall present a uniformly clean appearance. Elevator doors and walls inside and out, on every floor, shall be free of all handprints, mark, etc.. Hand rails of elevators and stairways shall be cleaned and disinfected, and be free from fingerprints and smears. - All glass and glass frames shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day. - Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges, each day. Carpets shall be free from lint, debris, strings and loose carpet strands. Thoroughly vacuum all carpets from wall to wall, including all entrance and exit flooring. - All interior artwork and wall hangings shall be maintained free of visible dirt, clean and uniform appearance with no signs of mold, dirt, mildew, discoloration or streak marks.
Windows, Window Frames and Blinds (all first floor entrances, interior/exterior)	
Elevators	
Doors, Door Frames (hardware) and Glass Partitions	
Floors/Carpets	
Tables and chairs	
Air Vent Diffuser (dust)	
Walls	
Wall hangings	
Stairways	
Art work (dust)	
Light Fixtures	
ENTRANCE/LOBBIES & HALLWAYS	Entrances, lobbies, and hallway areas shall remain clean and free of visible and concealed dirt, dust and debris.
	<ul style="list-style-type: none"> - All carpeted areas are to remain clean and uniform in appearance and free of spots, stains and discoloration dirt and debris.
Doors, Door Frames (hardware) and Glass Partitions	<ul style="list-style-type: none"> - Walls and baseboards are to be free of visible dirt marks.
Floors/Carpets	<ul style="list-style-type: none"> - All air vent diffusers and light fixtures shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Drinking Fountains	<ul style="list-style-type: none"> - All glass and glass frames shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Ceilings (dusted)	
Light Fixtures	<ul style="list-style-type: none"> - High surfaces and objects shall be free from dirt lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc. and shall present an overall clean appearance.
Wall hangings	
Walls	<ul style="list-style-type: none"> - All drinking fountains shall be free from trash and debris, dirt, fingerprints, smudges, streaks, spots and stains. Wall areas around the fountains shall be free from water spots and streaks.
Air Vent Diffuser (dust)	

ATTACHMENT "A"
Task Frequencies and Performance Measures for All Service Areas

MEETING/CONFERENCE ROOMS	All meeting rooms shall be maintained in a ready to occupy condition at all times, free of visible and concealed dirt, dust debris and trash.
Cabinetry & Other Millwork	- All conference room tables, cabinetry, millwork and chairs shall be cleaned and protected with the appropriate cleaning chemicals leaving the finishes free of dirt, stains, streaks, etc. and in like new appearance. Phones shall be cleaned and disinfected daily, free from fingerprints, etc..
Chairs	** Refer to the manufacture specifications for the appropriate cleaning chemicals to clean the office and furniture.
Doors, Door Frame (hardware) and Glass Partitions	- All meeting rooms shall be set-up and cleaned on an <i>as needed</i> basis in an effort to maintain the room in a readiness condition to occupy (a daily printout of the auditorium and meeting room reservations may be obtained from the receptionist).
Floors/Carpets	- Walls and baseboards are to be free of visible dirt marks.
Windows, Window Frames and Blinds	- All recycle containers shall be emptied according to schedule or as needed. Collected materials must be placed in the appropriate recycling container, with contaminated materials disposed of in the dumpster areas.
Meeting Room Furniture Set-ups (this is on an <i>as needed</i> basis dependent of room reservations).	- Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges, each day. Carpets shall be free from lint, debris, strings and loose carpet strands. Thoroughly vacuum all carpets from wall to wall, including all entrances and exits.
Phones	- All air vent diffusers, light fixtures and ceilings shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Tables (dependent on reservation schedule)	- All auditorium rooms shall be set-up and cleaned on a daily basis, dependent of room reservations (a daily printout of the auditorium and meeting room reservations may be obtained from the receptionist).
Walls	- All interior artwork and wall hangings shall be maintained free of visible dirt, clean and uniform appearance with no signs of mold, dirt, mildew, discoloration or streak marks.
Waste Containers (dependent on activities in the room)	- All glass and glass frames, doors and door frames and glass partitions shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Auditorium Furniture Set-ups (this is on a daily basis dependent of room reservations).	
Wall Hangings/Art Work	
Air Vent Diffuser (dust)	
Ceilings (dusted)	
Light Fixtures	
Recycle Containers	
BUSINESS CENTERS	All Business Centers shall be maintained in a "ready to use" condition at all times, free of visible and concealed dirt, dust, debris and trash.
Metal Cabinets	- All trash cans shall be emptied each night, with the removal of all trash can liners at the same time, each can shall be cleaned and disinfected with appropriate cleaning chemicals.
Walls	- All recycle containers shall be emptied according to schedule or as needed. Collected materials must be placed in the appropriate recycling container, with contaminated materials disposed of in the dumpster areas.
Air Vent Diffuser (dust)	- All air vent diffusers and light fixtures shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Phones	- All work tables, cabinetry and chairs shall be cleaned and protected with the appropriate cleaning chemicals leaving the finishes free of streaks, oil residue, and in a like-new and organized appearance. Phones shall be cleaned and disinfected daily, free from fingerprints, etc..
Floors	- All floors shall remain free of visible spills, splashes, streaks, stains, scuffmarks, mop strands, and other unsightly appearance. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence, including in corners, expansion joints, and other places accessible to the broom or dust mop. Wet spots shall not be left unattended, floors must always be dry.
Clean and Organize Work Tables	
Waste Containers	
Ceilings (dusted)	
Light Fixtures	
Recycle Containers	

ATTACHMENT "A"
Task Frequencies and Performance Measures for All Service Areas

CAFETERIA & KITCHENETTES	All cafeteria & kitchenette areas shall be maintained in a high level of cleanliness at all times, free of visible and concealed dirt, dust, debris and trash.
Walls	- All sinks and countertops shall be disinfected at a level to substantially eliminate/prevent/reduce the growth and spread of bacteria, fungus and germs.
Air Vent Diffuser (dust)	
Coffee Pots (empty, clean and turn-off at the end of the day)	- All air vent diffusers, light fixtures and ceilings shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Microwaves/Toasters	- All trash cans shall be kept clean, odor free and remain free from overflowing trash.
Phones	- All vertical and horizontal surfaces shall have no signs of dirt, food, smears, fingerprints, spills, etc. and present a uniformly clean appearance.
Vending Machines (surface)	- All blinds shall be cleaned, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
Cabinetry, Countertops, other Millwork & Sinks	
Doors, Door Frames (hardware) and Glass Partitions	- All appliances shall be cleaned as scheduled, and maintained at a high level of cleanliness in order to minimize the appearance of food, smears, spills and fingerprints.
Floors	
Supply & Maintain, Fully Stocked, All Paper Products, Liquid Soap and Air Fresheners	- All recycle containers shall be emptied according to schedule or as needed. Collected materials must be placed in the appropriate recycling containers, with contaminated materials disposed of in the dumpster areas.
Tables & chairs	- All floors, baseboards, and walls are to remain clean and free of dirt, food, discoloration and of a uniformed finish
Waste Containers	- All floors shall remain free of visible spills, splashes, streaks, stains, scuffmarks, mop strands, and other unsightly appearance. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence, including in corners, expansion joints, and other places accessible to the broom or dust mop. Wet spots shall not be left unattended, floors must always be dry.
Plank Flooring	
Windows, Window Frames & Blinds	
Light Fixtures	- All table tops, tables bases, chairs and vending machine surfaces shall be cleaned leaving surfaces free of food, stains, spills, smears, dirt and debris. Phones shall be cleaned and disinfected daily, free from fingerprints, etc..
Ceilings (dusted)	
Recycle Containers	- All hand towels, liquid soap and air fresheners shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleaning or servicing.
Refrigerators	
Art Work (dust)	- All interior artwork and wall hangings shall be maintained free of visible dirt, clean and uniform appearance with no signs of mold, dirt, mildew, discoloration or streak marks.

ATTACHMENT "A"
Task Frequencies and Performance Measures for All Service Areas

BALCONIES	All outside furniture shall be cleaned on a routine basis to minimize dirt and streak build-up.
Doors, Door Frames and Glasses Partitions	- The balconies shall be maintained free of cobwebs visible and concealed dirt, dust, debris and trash.
Painted and Unpainted Concrete Floors and Ceilings	- All ashtrays shall be wiped clean, both inside and out, and be free from dirt, ashes, spots, food, beverage, spoilage and debris.
Waste Containers	- Floors and ceilings shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places accessible to the broom or dust mop.
Ashtrays (replenishment of gravel on a monthly basis)	- All doors and door frames and glass partitions shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Tables, Chairs & Benches	- All trash cans shall be emptied each night, with the removal of all trash can liners at the same time, each can shall be cleaned and disinfected with appropriate cleaning chemicals.
STAIRWELLS	All stairwells shall be maintained free of cobwebs visible and concealed dirt, dust, debris and trash.
	- The floor finishes shall be maintained in like new condition with a protectant sealer applied as needed to maintain a clean appearance, with no build-up of finish or accumulations of dirt in layers of finish.
Doors, Door Frames and Partition Glasses	
Stair Trends/Risers, Landings and Banisters	** Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas.
Light Fixtures	- All railings shall be wiped down with on a regular basis with a clean soft cloth using a safe antibacterial cleaning product that is safe to use on the railings not to dull or discolor the railing finish.
Air Vent Diffuser (dust)	
Ceilings (dusted)	- All air vent diffusers and light fixtures shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Window, Window Frames & Blinds	- Walls and baseboards are to be free of visible dirt marks.
Walls	- All glass and glass frames shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.

ATTACHMENT "A"
Task Frequencies and Performance Measures for All Service Areas

HARD WALLED	All hard-walled offices shall be maintained free of visible and concealed dirt, dust, debris and trash, as well as, neat-in-appearance and in a ready-to-occupy condition.
Empty Waste Containers	- All trash cans shall be emptied each night, with the removal of all trash can liners at the same time, each can shall be cleaned and disinfected with appropriate cleaning chemicals.
Floors/Carpets	
Air Vent Diffuser (dust)	- All air vent diffusers, light fixtures and ceilings shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Ceilings (dusted)	- All carpets are to remain free of dirt, spots and stains and left in an even uniform clean condition each day.
Laminated Veneer Doors, Painted-Steel Door Frames and Partition Glasses	- Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges, each day. Carpets shall be free from lint, debris, strings and loose carpet strands. Thoroughly vacuum all carpets from wall to wall, including all entrances and exits.
Metal & Wood Cabinets and Book Cases	
Phones	
Wall Hangings	- All recycle containers shall be emptied according to schedule or as needed. Collected materials must be placed in the appropriate recycling container, with contaminated materials disposed of in the dumpster areas.
Walls	
Work Surfaces	- All work surfaces, cabinetry, millwork and chairs shall be cleaned and protected with the appropriate cleaning chemicals leaving the finishes free of dust, dirt, stains, streaks, etc. and in like new appearance. Phones shall be cleaned and disinfected daily, free from fingerprints, etc..
Recycle Containers	
Light Fixtures	- All glass and glass frames, doors and door frames and glass partitions shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Windows, Window Frames & Blinds	
Chairs	- All walls, wall hangings and baseboards are to be free of visible dirt marks.
	** Refer to the manufacture specifications for the appropriate cleaning chemicals to clean the office furniture.

ATTACHMENT "A"
Task Frequencies and Performance Measures for All Service Areas

MODULAR WALLED OFFICES	All modular-walled offices shall be maintained free of visible and concealed dirt, dust, debris and trash, as well as, neat-in-appearance and in a ready-to-occupy condition.
Other areas as needed	
Work Surfaces	- All work surfaces, cabinetry, millwork and chairs shall be cleaned and protected with the appropriate cleaning chemicals leaving the finishes free of dust, dirt, stains, streaks, etc. and in like new appearance. Phones shall be cleaned and disinfected daily, free from fingerprints, etc..
Waste Containers	
Floors/Carpets	- All trash cans shall be emptied each night, with the removal of all trash can liners at the same time, each can shall be cleaned and disinfected with appropriate cleaning chemicals.
Air Vent Diffuser (dust)	
Ceilings (dusted)	- Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges, each day. Carpets shall be free from lint, debris, strings and loose carpet strands. Thoroughly vacuum all carpets from wall to wall, including all entrances and exits.
Fabric Modular Panel Walls, Glass Partitions, Hardware	
Rails and Other Office Accessories	
Metal & Wood Cabinets and Book Cases	
Phones	- All recycle containers shall be emptied according to schedule or as needed. Collected materials must be placed in the appropriate recycling container, with contaminated materials disposed of in the dumpster areas.
Recycle Containers	- All air vent diffusers, light fixtures and ceilings shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Light Fixtures	
Chairs	** Refer to the manufacture specifications for the appropriate cleaning chemicals to clean the modular panel walls and furniture.

ATTACHMENT "A"
Task Frequencies and Performance Measures for All Service Areas

SPECIALTY AREAS	
Fitness Center	Fitness Center shall be maintained free of visible and concealed dirt, dust, debris and trash; all equipment shall be cleaned with a anti-bacterial and sanitizer cleaner and free from streak marks.
SunWatch Center	The SunWatch Center shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations. All carpets are to remain free of dirt, spots and stains.
Tolls Orlando Data Center (ODC)	The Tolls Orlando Data Center (ODC) shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations. All carpets are to remain free of dirt, spots and stains.
Traffic Management Center (TMC)	The Traffic Management Center (TMC) shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations. All carpets are to remain free of dirt, spots and stains.
Mailroom	The mailroom shall be maintained free of visible and concealed dirt, dust, debris and trash.
Main Reprographics Room	The main reprographics room shall be maintained free of visible and concealed dirt, dust, debris and trash.
Interior Artwork & Wall Hangings	All interior artwork and wall hangings shall be maintained free of visible dirt, clean and uniform appearance with no signs of mold, dirt, mildew, discoloration or streak marks.
File Rooms	All file rooms shall be maintained free of visible and concealed dirt, dust, debris and trash; file cabinets shall be free of streaks.
Locker Rooms/ Unoccupied Lockers	All locker rooms and unoccupied lockers shall be maintained free of visible and concealed dirt, dust, debris and trash.
Scanning Room	The scanning room shall be maintained free of visible and concealed dirt, dust, debris and trash.
Storage Rooms	All storage rooms shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations.
Telecommunication Rooms	All telecommunication rooms shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations.
Elevator Equipment Rooms	All elevator equipment rooms shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations.
Computer Server Rooms	All server rooms shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations.
Law Enforcement Evidence and Weapons Rooms	The Law Enforcement Evidence and Weapons rooms shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations.
Mechanical Rooms	All mechanical rooms shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations.

ATTACHMENT "A"
Task Frequencies and Performance Measures for All Service Areas

OPTIONAL	Performs general building maintenance, and other support services tasks, as an extension of the Support Services Department. May change light bulbs, hang pictures, move furniture, deliver boxes, light pressure cleaning and other duties as needed and directed by the Department's Contract/Project Manager or designee.
SEMI-SKILLED WORKER(S)	
ABBREVIATION OF FREQUENCIES	
D = daily, W = weekly, BW = bi-weekly, M = monthly, Q = quarterly, A = annually, AS = as needed. **Whenever a number appears next the abbreviation, it is considered to mean the minimum frequency of service(s) that shall be performed within that time frame (example: Dx4 = indicates that task needs to be performed four (4) times, daily).	
Note: The attached service areas, frequency of services, and performance measures should be used as a guide to identify the minimum frequencies of services being requested and the performance measure in which the contractor shall be measured on and deemed expectable levels of services by the Department. Cleaning on an <i>as needed</i> (AS) basis shall supercede all minimum frequencies in order to meet the minimum levels of performance measures and estimated frequencies in order to meet the Department's objectives. ** Refer to the manufacture specifications for the appropriate cleaning chemicals to be used on all building furniture, art work and other surfaces; and when applicable, all cleaning and floor care products used by the Janitorial Vendor	













Attachment “B”

Turnpike Headquarters Flooring Plans

PROJECT FACILITIES (Gross Square Feet)

Building 5315, Headquarters	112,708
Building 5317, Operations	22,143
Building 5318, Law Enforcement	22,500
Building 5319, SunWatch / ODC*	7,177
Building 5264, TSE/SLAM**	3,330
Total =	167,858

COLOR KEY FOR DIVISION 9600 FLOORING

	Porcelain Tile
	Ceramic Tile (Ceramic Tile)
	Lonseal Sheet Flooring
	Amtico Vinyl Simulated Wood Flooring
	Vinyl Composition Tile (VCT)
	Static Dissipative VCT
	Medintech Homogeneous Sheet Flooring
	Terra-Turf & Walk Off Carpet Squares
	UTP-LAN Static Dissipative Carpet
	Athletic Flooring
	Hardened Sealed & Painted Concrete
	Carpeted Areas (in white)

*Orlando Data Center (ODC)

** Tolls Systems Engineering/Supplemental Lane Analysis and Monitoring (TSE/SLAM)



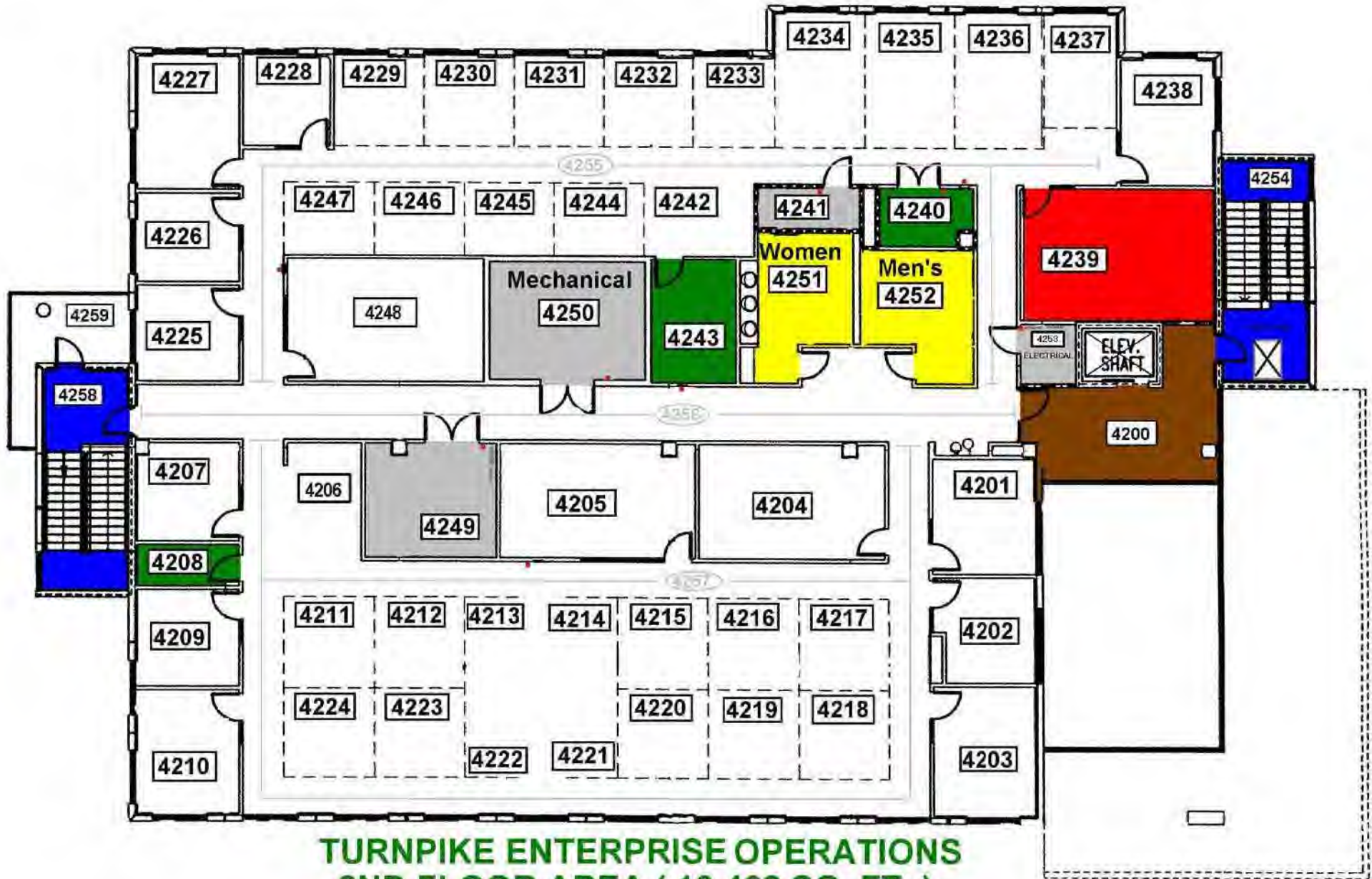
TURNPIKE ENTERPRISE HEADQUARTERS
1ST FLOOR AREA (38,452 SQ. FT.)
BUILDING 5315



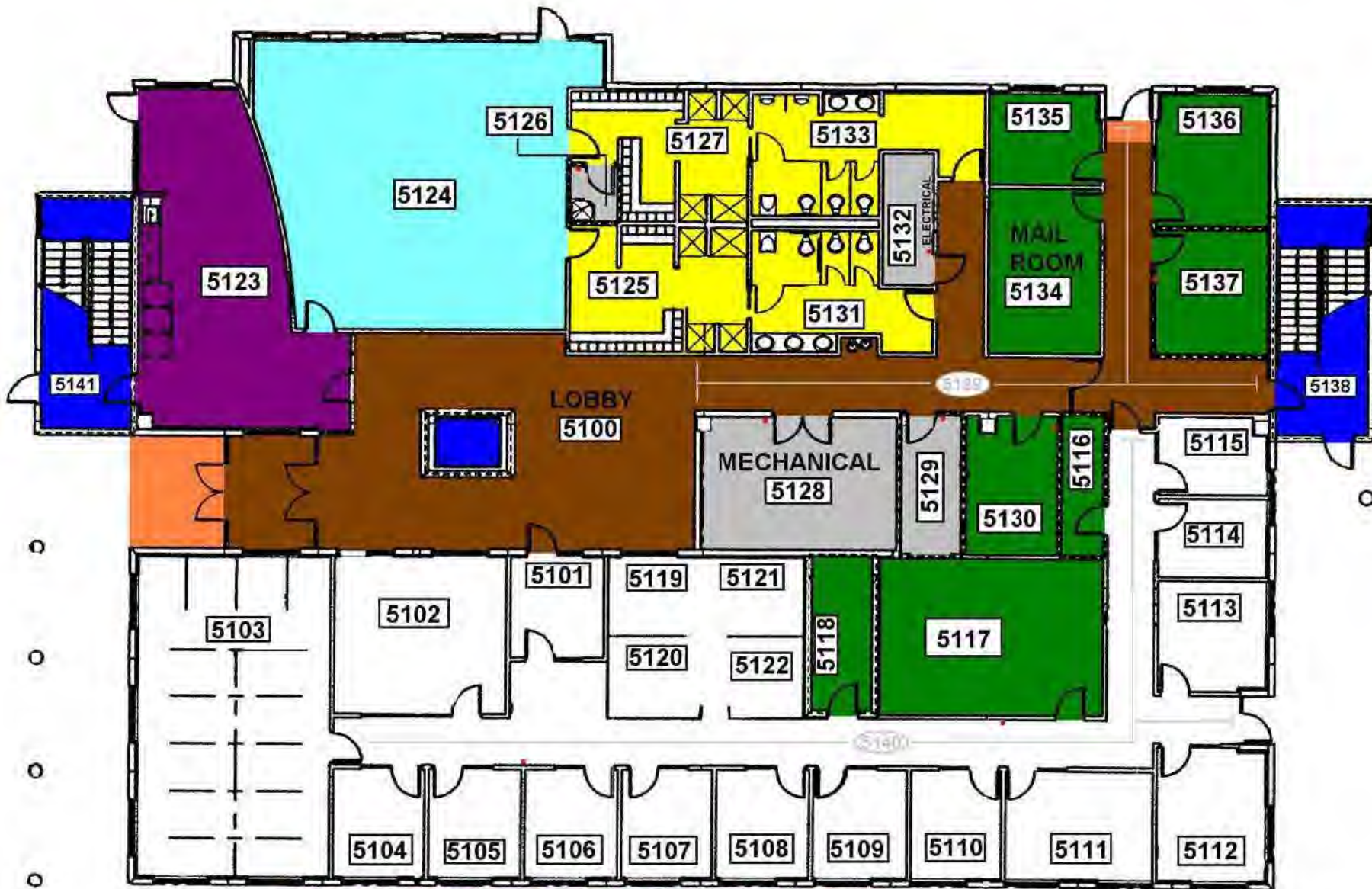
TURNPIKE ENTERPRISE HEADQUARTERS
2ND FLOOR AREA (36,563 SQ. FT.)
BUILDING 5315



**TURNPIKE ENTERPRISE OPERATIONS
1ST FLOOR AREA (11,661 SQ. FT.)
BUILDING 5317**



**TURNPIKE ENTERPRISE OPERATIONS
2ND FLOOR AREA (10,462 SQ. FT.)
BUILDING 5317**



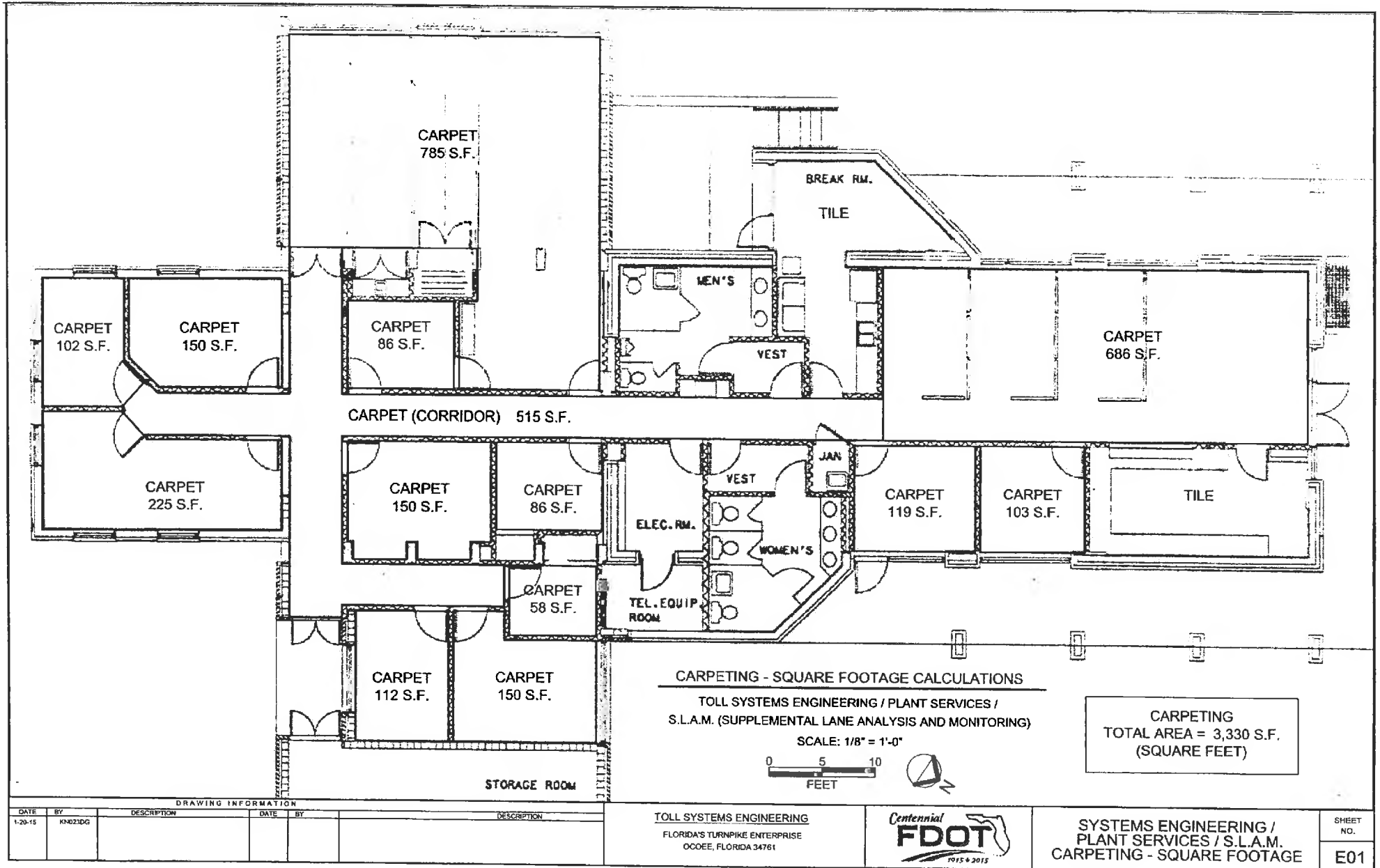
**TURNPIKE ENTERPRISE LAW ENFORCEMENT
1ST FLOOR AREA (11,661 SQ. FT.)
BUILDING 5318**



**TURNPIKE ENTERPRISE LAW ENFORCEMENT
2ND FLOOR AREA (10,839 SQ. FT.)
BUILDING 5318**

TURNPIKE ENTRPRISE SUNWATCH / ODC
FLOOR AREA (7,177 SQ. FT.)
BUILDING 5319





ATTACHMENT "C"
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 20_____

Contract No.: _____

Financial Project No: _____

Contract For: _____

To release payment for all work performed in the Month of, _____ 20_____

(State)

(Zip)

As prime contractor for the above referenced contract, hereby certifies that all subcontractors, laborers, and material suppliers having an interest in this contract have received their pro rata share of all previous payments made by the Department for all work completed and materials and equipment furnished in the previous period.

(Name of Business)

(Signature) Owner, President, Vice President, or Designated Officer (Corp. Resolution)*

(Address)

(Print/Type Name)

(City)

(Title)

*If person signing for the Business is someone other than the Owner, President or Vice President, a copy of the Corporate Resolution granting signature authorization must be attached to form.

CERTIFICATION MUST BE ATTACHED TO INVOICE

ATTACHMENT "D"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____ FPINs.: _____

Project Description _____

Contractor _____

Contract For: _____

Contract Completion Date _____ Total Amount \$ _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear and affirm: That the work under the above named contract and all amendments and supplements thereto have been completed in accordance with the requirements of said contract; that all costs incurred for equipment, materials, labor, and services against the project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Worker's Compensation claims are covered by Worker's Compensation insurance as required by law; that all public liability claims are adequately covered by insurance, and that the Owner shall save, protect, defend, indemnify, and hold the Department harmless from and against any and all claims which arise as a direct or indirect result of any transaction, event or occurrence related to performance of the work contemplated under said contract.

(Signature), Owner, President, Vice President or other Designated Officer (Corp. Resolution)

(Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

The foregoing affidavit was acknowledged before me this _____ day of _____, 20____

by _____, on behalf of the Vendor. He/She is personally known to me or has
(Print / Type Name of Person Signing Above)

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

* If person signing for the Business is someone other than the Owner, President or Vice President a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



EXHIBIT "B"
METHOD OF COMPENSATION

DOT-RFP-19-8003-GB

**COMPREHENSIVE JANITORIAL SERVICES FOR
TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX**

FPI No.: 1909701A108

EXHIBIT “B”
METHOD OF COMPENSATION
JANITORIAL SERVICES FOR THE
TURNPIKE HEADQUARTERS COMPLEX

1.0 General:

The Vendor shall accept the compensation as provided in this Contract as full payment for providing comprehensive routine and non-routine, multi-functional janitorial and other specialized services as identified within the Exhibit “A,” Scope of Services.

2.0 Pay Item Definition (Basis of Payment):

The Department agrees to pay the Vendor for the services performed, an amount of compensation and method of payment as described and detailed herein and in Exhibit “C,” Price Proposal.

2.1 Janitorial Services

Monthly Routine Janitorial Services - Payment for this activity shall constitute full compensation for furnishing all labor, materials, supplies, equipment, tools, transportation, and any other items required to perform the janitorial services as specified in Exhibit “A,” Scope of Services, and in Attachment “A,” Task and Performance Measures, to maintain high quality standards of appearance and cleanliness to the Complex and its components. Payment will be made on the basis of the Contract lump sum unit price as shown in Exhibit “C,” Price Proposal, under the following pay item:

A. PAY ITEM NO. 1, JANITORIAL SERVICES (Per Month):

The Contract lump sum amount for this pay item shall cover the charge per month, for all routine janitorial services as specified in Exhibit “A,” Scope of Services, and Attachment “A,” Task and Performance Measures.

2.2 Supplies and Equipment

Monthly Supplies/Inventory - Payment for this activity shall constitute full compensation for supplying and stocking of all paper and hygiene products, toilet seat covers, hand soap, hand sanitizer, trash receptacle liners, cleaning products, and any other supplies necessary to perform the work and for use in all restrooms, cafeteria, kitchenettes and other areas used by the occupants in addition to the necessary equipment used to perform all janitorial tasks. Payment for this activity will be made at the Contract unit price for the following:

A. PAY ITEM NO. 2, SUPPLIES AND EQUIPMENT (Per Month):

The Contract unit rate for this pay item shall cover the charge per month, for all supplies as described in Exhibit “A,” Scope of Services.

2.3 Optional Services (Not Covered Within the Scope of Services):

Payment for these activities shall constitute full compensation for furnishing all labor, materials, supplies, equipment, tools, transportation, and any other items required to provide optional services as specified in Exhibit "A," Scope of Services and as required by the Department. Payment will be made on the basis of the Contract unit prices as shown in Exhibit "C," Price Proposal, under the following item numbers. Optional services shall be executed by a Supplemental Agreement and a Notice to Proceed issued to the Vendor by the Department therefore, these unit prices will not be part of the total sum amount in the price proposal. Optional services shall be on an as needed basis as determined by the Department.

A. PAY ITEM NO. 3, SEMI-SKILLED WORKER(S) [Not Covered Within the Scope of Services (Per Hour)]:

The Contract unit rate for this pay item shall cover a per hour charge for a semi-skilled worker as specified in Exhibit "A," Scope of Services.

3.0 INVOICING:

3.1 Payment will be made following receipt and approval of a monthly invoice package for all work performed and accepted by the Department's Contract Manager. The invoice package shall include an itemized monthly invoice, as specified in sub-section B immediately below. The Vendor's monthly invoice package shall be submitted to the Department's Contract Manager by no later than the 15th day of each month. **Failure to submit timely invoices could affect Vendor's performance rating.**

A. The Vendor's invoice package shall be submitted to the address below.

Department of Transportation
FDOT Turnpike Enterprise
P. O. Box 613069
Ocoee, Florida 34761
Attention: Jerry Karp
Phone (407) 264-3108

B. The itemized monthly invoice shall be a legible summary on the Vendor's letterhead that includes the following:

1. Remittance Address
2. Total amount of invoice
3. Current Contract Balance
4. State Contract Number
5. State Financial Project Identification Number
6. Total Labor Hours (Optional Services)
7. Billing period
8. Total Quantity and amount for each pay item

- 3.2 The Vendor shall provide a statement, with all but the first pay request, to the Department which certifies that the Vendor has disbursed to all sub-vendors, laborers, and materials suppliers, having an interest in the Contract, their pro-rata shares of the payment, out of the previous payments received by the Vendor for all work completed and materials furnished in the previous period. This certification shall be in the form designated by the Department (see Attachment "C," Certification of Disbursements of Previous Payments). The Department shall not make any payments after the initial payment until the Vendor furnishes said certification, unless the Vendor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both the Department and the affected sub-vendors, laborers, and material suppliers.
- 3.3 The Department reserves the right to withhold the payment or partial payment of the Vendor's invoice and/or deny payment to the Vendor when services are inadequate, performance not authorized, or not performed in accordance with the Contract Documents or to the satisfaction of the Department. The Department shall also deduct the cost of any repairs performed by the Department as a result of the Vendor's or the Vendor employees' non-performance and unacceptable performance of duties.
- 3.4 No compensation shall be paid separately for travel time, expenses or tolls. Therefore, all anticipated travel time and travel expenses incurred by the Vendor shall be included in the Vendor's unit prices. This should also include charges for the use of Florida's Turnpike. The Vendor and any sub-vendor shall pay toll charges for all vehicles and equipment at the standard rate applicable to the general public.
- 3.5 The Vendor shall submit all outstanding invoices pertaining to the Contract within forty-five (45) calendar days of the termination date/last day of the term of the Contract. Failure to timely submit the outstanding invoices, by the Vendor, shall be grounds for the Department to terminate the Contract. The Department shall not be obligated to reimburse the Vendor for any invoice submitted thereafter unless the Vendor has obtained a written exception to the time limit from the Department. The Vendor shall submit, Attachment "D," Certificate of Contract Completion with the final invoice.
- 3.6 The Vendor shall immediately notify the Department of any invoice related issues.
- 3.7 In the event that funds paid to the Vendor under this Contract are subsequently disallowed by the Department because of accounting error or charges not in conformity with this Contract, the Vendor agrees that such disallowed amounts are due to the Department upon demand. Further, Vendor agrees that the Department shall have the right to deduct from any payment due to the Vendor under any other contract between the Vendor and the Department or under this Contract, an amount sufficient to satisfy any amount due and owing the Department by the Vendor under this Contract.

**FLORIDA DEPARTMENT
OF TRANSPORTATION**



**EXHIBIT "C"
PRICE PROPOSAL**

DOT-RFP-19-8003-GB

**COMPREHENSIVE JANITORIAL SERVICES FOR
TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX**

FPI No.: 1909701A108

**EXHIBIT "C"
 PRICE PROPOSAL**

**COMPREHENSIVE JANITORIAL SERVICES FOR
 TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX**

MONTHLY SERVICES

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PAY ITEM TOTAL
1	JANITORIAL SERVICES	PER MONTH	24	\$ _____.	\$ _____.
2	SUPPLIES AND EQUIPMENT	PER MONTH	24	\$ _____.	\$ _____.

TOTAL AMOUNT FOR PAY LINE ITEMS NOS.: 1 & 2

\$ _____
 (Add together all above subtotals)

Name of Business: _____

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.

* All quantities represent estimated quantities. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged.

**EXHIBIT "C"
 PRICE PROPOSAL**

**COMPREHENSIVE JANITORIAL SERVICES FOR
 TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX**

OPTIONAL SERVICES

PAY ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PAY ITEM TOTAL
3	SEMI-SKILLED WORKER	PER HOUR	1	\$ _____.	\$ _____.

Note: Optional services may or may not be used on an as-needed-basis during the term of this Contract. All optional services will require the Department to execute a Supplemental Agreement prior to the Vendor performing any optional services and may only proceed with work upon receiving a Notice to Proceed (NTP) from the Contract Manager, Project Manager/Facility Manager or designee.

TOTAL AMOUNT FOR PAY LINE ITEM NO. 3: \$ _____.

Name of Business: _____

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.

* All quantities represent estimated quantities. If the actual is less than or greater than what is identified, the unit rate shall remain unchanged.

EXHIBIT "C" PRICE PROPOSAL

COMPREHENSIVE JANITORIAL SERVICES FOR TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX

The undersigned has completed and is returning the following documents as part of the package and understands that failure to return any of these documents fully completed may deem the Vendor non-responsive.

The following forms must be completed and submitted with the Proposal.

- _____ Technical Proposal (One Separately Sealed Package for Technical)
- _____ Exhibit "C," Price Proposal, Page C-1 thru C-3. (One Separately Sealed Package for Prices)
- _____ **THE SEPARATELY SEALED PACKAGES MAY BE MAILED TOGETHER IN ONE ENVELOPE OR BOX**
- _____ A copy of the Vendor's Business Tax Receipt, stating the name of the Bidder's business, the street address of the business where all the work covered under the Contract will be handled, and the type of work that covers the services being called for in the Contract.
- _____ A copy of the Insurance Certificate.
- _____ A copy of OSHA Occupational Health and Safety compliance program certificate.
- _____ A copy of the International Sanitary Supply Association (ISSA) Cleaning Industry Management Standard Green Building (CIMS-GB) certification or other approved certification.
- _____ All forms supplied with the bid package (Forms 1-6) 5&6 if applicable. Be certain to fill in all the blanks on the forms supplied; do not leave any blank lines on the forms. Sign and return each form.

Name of Business: (Print) _____ Federal I.D. No.: _____

Mail Address: _____ M.B.E.: Yes No

Street Address: _____

City: _____ County: _____ State: _____ Zip: _____ - _____

Phone Number: () _____ - _____ Fax No. () _____ - _____

Email Address: _____

Emergency Contact Information (After Hours):

Name: _____ Phone Number: () _____ - _____

Email Address: _____

Name: _____ Phone Number: () _____ - _____

Email Address: _____

Authorized Signature: _____ Title: _____

Owner, President, Vice President or Designated Officer (Corporate Resolution)**

Print/Type Name: Mr. Ms. Mrs. _____ Date: _____

Phone Number: () _____ - _____ Email Address: _____

**If person signing the form is someone other than the Owner, President, Vice President or a copy of the Corporate Resolution granting signature authorization must be furnished in the bid package.