

TITLE PAGE

STATE OF FLORIDA



PALM BEACH COUNTY HEALTH DEPARTMENT  
INVITATION TO BID  
DOH1070-JANITORIAL SERVICES

Vendor Name: \_\_\_\_\_

Vendor Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Employer Identification Number (FEID): \_\_\_\_\_

Authorized Signature (Manual): \_\_\_\_\_

Authorized Signature (Typed) and Title: \_\_\_\_\_

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**Timeline**

<b>ACTIVITY</b>	<b>DUE DATE</b>	<b>CONTACTS &amp; LOCATIONS</b>
ITB advertised	11/16/11	Vendor Bid System: <a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu">http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu</a>
Site Visit Day One	12/05/11 Day One: Start at 9:00am ET	<p align="center">Palm Beach County Health Department General Services 1050 West 15th Street Riviera Beach, FL 33404</p> <p>Day One: Site visit will begin at Palm Beach County Health Department, and will be conducted by the contract manager or designee. Site visit will proceed to:</p> <ul style="list-style-type: none"> <li>- Riviera Beach Dental Clinic</li> <li>- West Palm Beach Health Center               <ul style="list-style-type: none"> <li>- Administration Building</li> <li>- Jupiter Health Center</li> <li>- Northeast Health Center</li> </ul> </li> </ul>
Site Visit Day Two and Mandatory Bid Conference	12/06/11 Day Two: Start at 9:00am ET	<p align="center">C.L. Brumback Health Center General Services 38754 State Road 80 Belle Glade, FL 33430</p> <p>Day Two: Site visit will begin at C.L. Brumback Health Center, and will be conducted by the contract manager or designee. Site visit will proceed to:</p> <ul style="list-style-type: none"> <li>- Pahokee Health Center               <ul style="list-style-type: none"> <li>- Pahokee Dental</li> <li>- Lantana Health Center</li> </ul> </li> <li>- Delray Beach Health Center (225/345)               <ul style="list-style-type: none"> <li>- Greenacres WIC</li> </ul> </li> </ul>
Questions submitted in writing	12/08/11 By 5:00 pm ET	<p align="center">Submit to: Submit to: Florida Department of Health Purchasing – Steve Mergy, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Fax: (850) 412-1190 E-mail: <a href="mailto:steven_mergy@doh.state.fl.us">steven_mergy@doh.state.fl.us</a></p>
Answers to questions	12/09/11 By 5:00 pm	Vendor Bid System: <a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu">http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu</a>

Sealed bids due and opened	Must be received 12/19/11 PRIOR to: 3:30 PM ET	<p style="text-align: center;">Submit to:  Submit to: Florida Department of Health  Purchasing – Steve Mergy, Suite 310  4052 Bald Cypress Way, Bin B07  Tallahassee, FL 32399-1749  Fax: (850) 412-1190  E-mail: <a href="mailto:steven_mergy@doh.state.fl.us">steven_mergy@doh.state.fl.us</a></p>
Anticipated posting of intent to award	12/20/11	<p style="text-align: center;">Vendor Bid System:  <a href="http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu">http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu</a></p>

## **SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001)**

The General Instructions to Respondents are outlined in PUR1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. <http://dms.myflorida.com/content/download/2934/11780>

## **SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000)**

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response. <http://dms.myflorida.com/content/download/2933/11777>

## **SECTION 3.0 INTRODUCTORY MATERIALS**

### **3.1 Statement of Purpose**

The purpose of this Invitation to Bid (ITB) is to establish a three (3) year contract, with the option to renew for Janitorial Services for the Florida Department of Health's Palm Beach County Health Department (PBCHD).

### **3.2 Term**

It is anticipated that the contract resulting from this ITB will be for a three year term with an option to renew for three additional years, beginning with the direct order issue date or contract execution date. The estimated annual budget is \$700,000.00.

## **SECTION 4.0 TECHNICAL SPECIFICATIONS**

### **4.1 General Statement**

The desired services are for general cleaning and Janitorial Services for a total of thirteen buildings/ twelve locations for the Palm Beach County Health Department.

### **4.2 Specifications**

Detailed specifications for this solicitation are provided as **Attachment I** in this ITB.

### **4.3 Documentation**

Submit the following documentation, including but not limited to:

- Title Page, completed and signed
- Attachment III – Experience Form
- Attachment IV - Required Certifications

### **4.4 Responsive and Responsible**

The Bidder shall complete and submit the following mandatory information or documentation as a part of the Bid Package. Any response which does not contain the information below shall be deemed non-responsive.

- Attachment II – Price Page
- Attachment III – Experience Form
- Attachment IV - Required Certifications
- Bid Guarantee, See Section 6.18

### **4.5 Records and Documentation**

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring

otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119, F.S., or otherwise. It is expressly understood that the successful respondent's refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the contract resulting from this ITB entitling the department to unilaterally cancel the contract agreement. The successful bidder will be required to notify the department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITB shall be retained by the successful respondent for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During this period, the successful bidder shall provide any documents requested by the Department in its standard word processing format (currently Microsoft Word 6.0). If this standard should change, the successful vendor shall adopt the new standard at no cost to the department. Data files will be provided in a format directed by the department.

The successful bidder agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful bidder further agrees to hold the department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of an improper disclosure of confidential information and promises to defend the department against the same at its expense.

The successful bidder shall maintain all records required to be maintained pursuant to the resulting contract in such manner as to be accessible by the department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

#### **4.6 Additional Tasks**

Any activities, tasks, products or materials that would be reasonably necessary in order for the selected vendor to perform in accordance with the Scope of Services and System Specifications and Tasks sections of this ITB are not considered Additional Services. However, if the Department requests the selected vendor to perform Additional Services ("Additional Task"), the Department shall submit a written request to the selected vendor for implementing the Additional Services ("Task Request"). Additional Services include only services that are outside the Scope of Services and the System Specifications and Tasks sections of this ITB. An Additional Task must be based on (1) changes in the Assumptions pre-determined by the parties or (2) changes in law; and (3) for which the selected proposer can demonstrate the costs were actually incurred, or reasonably anticipate incurring related to the Additional Task.

## **SECTION 5.0 – SPECIAL INSTRUCTIONS TO RESPONDENTS**

*These Special Instructions shall take precedence over Section 1.0 General Instructions to Respondents PUR1001, and are outlined below. However if a statutorily required provision in the PUR 1001 form conflicts with these Special Instructions, the terms of the PUR 1001 form shall control.*

### **5.1 Instructions for Bid Submittal**

- Bids may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline. Electronic submission of bids will not be accepted for the Invitation to Bid. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- All bids must be submitted in a sealed envelope/package. The relevant ITB number and the date and time of the bid opening shall be clearly marked on the outside of the envelope/package.
- It is the bidder's responsibility to assure its bid submittal is delivered at the proper place and time as stipulated in the Timeline.
- Late bids will not be accepted.
- Bidders are required to complete, sign, and return the "Title Page" with the bid submittal.
- Bidders shall submit all technical and pricing data in the formats specified in the ITB.
- Submit one (1) original bid and one electronic copy of the bid on either CD. The electronic copy should contain the entire bid as submitted, including all supporting and signed documents.

Materials submitted will become the property of the State of Florida. The state reserves the right to use any concepts or ideas contained in the response.

### **5.2 Public Records and Trade Secrets**

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. If the respondent considers any portion of its response to this solicitation to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the respondent must segregate and clearly mark the document(s) as "**CONFIDENTIAL.**"

Simultaneously, the Respondent will provide the Department with a **separate redacted paper and electronic copy** of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "**REDACTED COPY.**"

The Redacted Copy shall be provided to the Department at the same time the respondent submits its response and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the respondent fails to submit a redacted copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the respondent in answer to a public records request for these records.

### **5.3 Bidder Inquiries**

***This Special Instruction takes precedence over General Instruction #5 in PUR 1001.***

During the active competitive solicitation process, communications are restricted to those submitted, in writing, during the period identified in the ITB Timeline. Therefore, questions related to this ITB must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Inquiries submitted after the period specified in the Timeline, however, will not be addressed.

Answers to questions submitted in accordance with the ITB Timeline and/or during a pre-bid conference, if applicable (see Section 5.4) will be posted on the MyFlorida.com Vendor Bid System web site:

[http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

All inquiries must be submitted to:

Florida Department of Health  
Attention: Steve Mergy  
4052 Bald Cypress Way, Bin B07  
Tallahassee, FL 32399-1749  
Fax: (850) 412-1190  
Email: Administrative lead, [steven\\_mergy@doh.state.fl.us](mailto:steven_mergy@doh.state.fl.us)

**However, note that pursuant to s. 287.057(23):**

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

### **5.4 Mandatory Site Visit / Pre-Bid Conference**

A mandatory site visit and pre-bid conference will be held at the time and location indicated in the Timeline. This provides the vendors with an opportunity to tour the facilities and to ask questions and seek clarifications about the bid. Answers to the written questions submitted in accordance with the ITB Timeline will be answered at the mandatory pre-bid conference. The Department may answer any additional questions at the pre-bid conference or defer them to a later date identified in the Timeline. This is the only forum available during the competitive bid process for answering questions and making clarifications. Attendance at the mandatory site visit/pre-bid conference is a prerequisite for the acceptance of a bid response. Only vendors that complete the attendance sheet for the mandatory site visit / pre-bid conference will be considered responsive. However, vendors that currently provide the services sought, or have provided it within the past three years are not required to attend the mandatory site visit/ pre-bid conference.

### **5.5 Special Accommodations**

Any person requiring special accommodations at DOH Purchasing because of a disability should call DOH Purchasing at (561) 840-4522 ext 206 at least five (5) work days prior to any pre-bid conference, bid opening, or meeting. If you are hearing or speech impaired, please contact Purchasing by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

### **5.6 Price Page**

The Price Page is **Attachment II** of this ITB. It must be filled out as indicated, signed, and returned with the bid response.

### **5.7 Experience**

Vendors shall use **Attachment III**, Experience Form of this ITB to provide the required information. The Department's determination is not subject to review or challenge. **Any vendor that fails to return this Required Certifications form will be considered non-responsive.**



The bidder must have a minimum of five (5) years in the commercial custodial business and must provide documentation of said experience, including the names of the principals of the corporation. The bidder shall demonstrate an acceptable quality of service provision through documentation of a minimum of five (5) references, complete with location, dates of contracts, and names, addresses and telephone numbers of customer contract (**Attachment III**). At least two (2) references must be contracts within the past year for buildings of at least 30,000 square feet each, and current contracts must total at least 250,000 square feet. Included in this list shall be building names, sizes, types, and location; dates of contracts; and name and telephone numbers of customer contacts. Bidder not producing the minimum number of verifiable references (5) shall be disqualified.

Bidders will also be qualified under the following circumstances:  
References will be requested to rate the quality of service provision according to the following scale: Excellent, Good, Fair, or Poor. One or more references reporting quality of service as fair or poor or declining to rate the quality of service shall disqualify the bidder.

### **5.8 Required Certifications**

All vendors must sign and return with its response the Required Certifications form, **Attachment IV** hereto, with their bid submission. **Any vendor failing to return this Required Certifications form will be considered nonresponsive.**

## **SECTION 6.0 SPECIAL CONDITIONS**

***The following Special Conditions shall take precedence over Section 2.0 General Contract Conditions PUR1000 unless a statutorily required provision in the PUR 1000 supersedes:***

### **6.1 Additional Quantities/Relocation of Sites**

The Department reserves the right to purchase or remove additional square footage as necessary. Said additions/removals may occur during the initial contract or the renewal contracts. The total monthly unit price will be adjusted on a net per square foot basis and the hourly rate for optional work.

### **6.2 Cost of Bid Preparation**

Neither the Department nor the State of Florida is liable for any costs incurred by a vendor in responding to this ITB.

### **6.3 Vendor Registration**

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Registration may be completed at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/myflorida\\_marketplace/vendors](http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors) Those lacking internet access may request assistance from MyFlorida MarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, FL 32399.

### **6.4 Verbal Instructions Procedure**

The vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department's Purchasing Office may be considered a duly authorized expression on behalf of the State. Additionally, only written communications from vendors are recognized as duly authorized expressions on behalf of the vendor.

### **6.5 Addenda**

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). It is the responsibility of the respondent to be aware of any addenda that might affect the submitted proposal.

## **6.6 Unauthorized Aliens**

The employment of unauthorized aliens by any vendor is considered a violation of section 274A(a) of the Immigration and Nationality Act, 8 U.S.C. § 1324a (2006). A vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting contract.

## **6.7 Certificate of Authority**

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.

## **6.8 Bid Evaluation**

Bids that do not meet the requirements specified in this ITB will be considered non-responsive. The Department reserves the right to accept or reject any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents. Bidders are cautioned to make no assumptions unless their bid has been deemed responsive.

## **6.9 Basis of Award**

Bids that do not meet the requirements specified in this ITB will be considered non-responsive. The Department reserves the right to accept or reject any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents. Bidders are cautioned to make no assumptions unless their bid has been deemed responsive.

## **6.10 Identical Tie Bids**

When evaluating vendor responses to solicitations where there is identical pricing or scoring from multiple vendors, the department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

## **6.11 Minority and Service-Disabled Veteran Business - Participation**

**The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Bidders are encouraged to contact the Office of Supplier Diversity at 850/487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses who may be available for subcontracting or supplier opportunities.**

## **6.12 Conflict of Interest**

Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a bidder who responds to a request for information form being eligible to contract with an agency." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on Required Certifications, **Attachment IV**.

## **6.13 Standard Contract/Purchase Order**

Each vendor shall review and become familiar with the department's Standard Contract and/or Direct order which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS" are hereby incorporated by reference. The standard

contract/direct orders terms and conditions are **Attachment VII & Attachment VI**. Acknowledge acceptance on Required Certifications, **Attachment IV**.

#### **6.14 Termination**

***This Invitation to Bid Special Condition takes precedence over General Condition #22 and #23 in PUR1000.***

Termination shall be in accordance with Department of Health Standard Contract, **Attachment VII**, Section III B or Department of Health Direct Order Terms and Conditions, **Attachment VI**.

#### **6.15 Conflict of Law and Controlling Provisions**

Any contract resulting from this ITB, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

#### **6.16 E-Verify**

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

#### **6.17 Scrutinized Companies**

In accordance with section 287.135, Florida statutes, agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated quarterly. This list is created pursuant to section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

#### **6.18 Bid Guarantee**

All bids shall be accompanied by a surety bond in the amount of ten percent (10%) of the annual contract value. Failure by a vendor to provide the required bid guarantee in the manner stated shall cause the bid to be considered non-responsive to this solicitation.

The bid guarantee will be returned after the opening of bids to all non-responsive bidders and to successful bidder after the contract is executed. The cost of the bid guarantee shall be borne by the bidder.

#### **6.19 Renewal**

***This Special Condition takes precedence over General Conditions #26 in PUR1000.***

The contract resulting from this solicitation may be renewed, in whole, for a period not to exceed 3 years or the term of the original contract, whichever is longer. The price for each potential renewal year shall be submitted for evaluation by the Department and shall not exceed 5% of the original bid price. The renewal may not include any compensation for costs associated with the renewal. Vendors must complete and submit the renewal pricing section of the price page, see **Attachment II**, Price Page. Any renewal shall be in writing and subject to the same terms and conditions of the original bid. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

#### **6.20 Commercial General Liability Insurance**

***This Invitation to Bid Special Condition takes precedence over General Conditions #35 in PUR 1000 (if applicable).***

The contractor shall secure and maintain, at its sole expense and for the duration of the contract, term insurance policies to protect himself, any subcontractor(s), and the State of Florida. The contractor shall save and hold harmless and indemnify the purchaser against any and all liability, claims, judgments or costs of whatsoever kind or nature for injury to, or death of any person or persons and for loss or damage

to any property resulting from the use, service operation, or performance of work under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of Contractor, his subcontractor, or any of the employees, agents, or representatives of the contractor or subcontractor.

- A. Worker's Compensation in accordance with applicable state laws and regulations and Employer's Liability Insurance with a limit of not less than \$100,000.
- B. Comprehensive General Liability Insurance covering all operations and services under the contract with limits of bodily injury and property damage coverage of not less than \$300,000 combined single limit issued on a per occurrence basis.
- C. Comprehensive Automobile Liability Insurance, including owner, non-owned and hired vehicle coverage of not less than \$100,000 combined single limit, issued on a per occurrence basis, if operations and services under the contract involve the use of operation of automotive vehicles on the Purchaser's premises.

Certificates of insurance coverage described above shall be furnished by the awarded vendor within five (5) days after notice of award. Failure, by the awarded vendor to furnish the required certificates within the time designated, shall cause the Department to withdraw the award and proceed with the next lowest responsive vendor.

No insurance will be acceptable unless written by a company licensed by the State of Florida Department of Financial Services, Division of Insurance Agent and Agency Services to do business in Florida, where the work is to be performed at the time policy is issued.

#### **6.21 Subcontractor**

The successful bidder may, only with prior written approval of the Department, enter into written subcontracts for performance of specific services under the contract resulting from this solicitation. Anticipated subcontract agreements known at the time of bid submission and the amount of the subcontract must be identified in the bid.

If a subcontract has been identified at the time of bid submission, a copy of the proposed subcontract must be submitted to the department. No subcontract that the bidder enters into with respect to performance under the contract shall in any way relieve the bidder of any responsibility for performance of its contract responsibilities with the department. The department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

The successful bidder shall provide a monthly Subcontract Report (**Attachment V**) summarizing all subcontracting/material suppliers performed during the prospective contract period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for any subcontractor. A copy of this form shall be submitted to the Department's Contract Manager. The Department of Health encourages the use of MWBE and SDVBE vendors for subcontracting opportunities. For assistance locating a certified MWBE or a SDVBE, contact the Department of Health's Minority Coordinator (850-245-4198) or the Office of Supplier Diversity (850-487-0915), as needed.

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

## ATTACHMENT I SPECIFICATIONS

### A. SERVICES TO BE PROVIDED:

1. Definition of Terms
  - a. Contract Terms
    - 1) State Fiscal Year: July 1-June 30
    - 2) Contract Manager: an employee of the department responsible for enforcing performance of the contract terms and conditions and serving as a liaison to the provider.
    - 3) Contract Signer: person authorized to sign contracts, thereby binding the party he/she represents to the terms of the contract.
    - 4) Key Staff: includes the following provider staff: the financial/administrative and programmatic contacts as specified in Section III.D.2 and III.D.4. Page 4 of the contract, and the lead onsite supervisor.
    - 5) Findings: significant issues of non-compliance with contract terms and conditions or poor quality of service delivery identified in a monitoring report that must be rectified by the provider.
    - 6) Corrective Action Plan: a written plan of action which details how the provider will correct findings noted in a written monitoring report. This plan includes time frames for completion.
  - b. Program or Service Specific Terms
    1. Routine Work: a defined set of janitorial cleaning services also referred to as "routine cleaning," provided at each service delivery location, Monday through Friday except state holidays (e.g., vacuuming, dusting, and damp mopping).
    2. Project Work: special project services, also referred to as "project cleaning," provided according to a schedule specified in advance by the contract manager, which may differ in type of service and frequency depending upon the service delivery location (e.g., carpet shampooing, stripping and refinishing floors, burnishing, steam cleaning).
2. General Description
  - a. General Statement. The provider will provide janitorial cleaning services for grounds occupied by the Palm Beach County Health Department (PBCHD).
  - b. Authority
    - 1) Services are contracted by authority granted under Chapters 20, 154 and 287 Florida Statutes.
  - c. Scope of Service
    - 1) Services will be provided at department occupied service delivery locations in Palm Beach County.
    - 2) The services will be provided for a period of thirty-six (36) months.
  - d. Major Program Goals. This contract addresses the following goals established by the Department of Health:
    - 1) Provide a consistently clean and sanitary environment for the safety of clients and employees of the PBCHD.

### B. MANNER OF SERVICE PROVISION

1. Service Tasks
  - a. Task List. The provider will perform the following tasks:
    - 1) Routine work as specified below:
      - a) Clean and Disinfect Drinking Fountains & Play Equipment. The provider shall use spray bottles of germicidal detergent solution, sponges, clean

cloths, scrub pads and cream cleanser to remove all soil, streaks, smudges, etc. from the drinking fountains, cabinets and play equipment; then, disinfect all porcelain, plastic and polished metal surfaces including the orifices and drain.

- b) Clean and Disinfect Fixtures. The provider shall use spray bottles or pump-up sprayers, to apply germicidal detergent solution to all surfaces of wash basins, toilets, urinals, showers and adjacent surfaces. The provider shall use clean cloths or sponges (except inside toilet bowls and urinals where the provider shall use bowl mops) to remove soil from all surfaces of these fixtures and adjacent surfaces. The provider shall use cream cleansers and scrub pads to remove soil not removed by the sponges or cloths and germicidal detergent solution. The provider shall use dry cloths to dry metal surfaces of faucets, handles, valves, etc. The cloths and sponges used in cleaning and disinfecting toilets, urinals and other surfaces contaminated with urine or feces shall be a color readily distinguishable from cloths and sponges used on other surfaces and fixtures. The provider shall use a plumbing plunger to unstop clogged toilets. Failure to unstop clogged toilets shall be reported to the building manager.
- c) Clean and Refill Floor Drains. The provider shall use a floor drain brush to clean floor drains. The provider shall use a cream cleanser and scrub pads to remove corrosion and tarnish. The provider shall pour a solution of germicidal detergent down the floor drain to fill the drain trap and prevent the escape of sewer gas.
- d) Damp Mop Non-Carpeted Floors. The provider shall use detergent solutions and mops to remove soil from non-carpeted floors and baseboards that cannot be removed by sweeping, dust mopping or vacuuming. The provider shall dust mop floors that are coated with floor finish prior to damp mopping. In rest rooms, locker rooms and medical treatment areas, the provider shall use a germicidal detergent solution instead of a detergent solution.
- e) Descale Toilets and Urinals. The provider shall use acid-type bowl cleaners and nylon bowl mops to remove scale, scum, mineral deposits, rust stain, etc. from the insides of toilet bowls and urinals.
- f) Disinfect All Surfaces. The provider shall use sponges, damp cloths, squeegees, and a germicidal detergent solution from spray bottles or pump-up sprayers to damp wipe and disinfect all surfaces of furniture, fixtures, walls, partitions, doors, telephones, etc.
- g) Dust Furniture Surfaces. The provider shall use dusting tools, treated dust cloths, or high efficiency vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the surfaces of chairs, telephones, lamps, tables, counters, cabinets, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Typewriters, calculators, computers, staplers, papers, books, personal items and other similar desk items are not to be disturbed. The provider shall provide a furniture dusting schedule to the contract manager.
- h) Dust Building Surfaces. The provider shall use dusting tools, treated dust cloths or vacuum cleaners with dusting attachments to remove all dust, lint, litter, dry soil, etc. from the surfaces of ledges, heater convectors, window sills, fire extinguishers, walls, baseboards, door frames and sills, ceiling mounted fans, air conditioning and exhaust diffusers, fixtures, partitions, rails, vertical and horizontal blinds, and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators etc. below 12 feet from the floor surface. The provider shall dust up to a height of 12 feet from the floor surface for all interior surfaces and at exterior of entry areas. The provider shall use only untreated lamb's wool dusting tools on artwork.

Feather dusters shall not be used. The provider shall provide a building dusting schedule to the contract manager.

- i) Dust Mop or Sweep Non-Carpeted Floors. The provider shall use treated dust mops, brooms and vacuums to remove soil and litter from non-carpeted floors. On resilient tile, terrazzo, and other smooth finished floor surfaces, the provider shall use treated dust mops. On rough, unsealed concrete, or other floors where dust mopping is not effective, the provider shall use brooms. Prior to dust mopping the floor surface, the provider shall use mops and a detergent solution to remove wet soil from the floor. The provider shall use putty knives to remove gum tar and other sticky substances from the floor. The provider shall use a dustpan to remove accumulated soil and litter. The provider shall vacuum elevator floor(s) and door tracks and other areas such as corners and hard-to-reach areas. The provider shall use a vacuum cleaner to remove moisture and dry soil from carpeted type entrance mats. The provider shall clean exterior entrance mats by hosing with water and/or vacuuming, as appropriate.
- j) Empty Trash and Recycling Receptacles
  - The provider shall empty and return to their appropriate location all wastebaskets, recycling boxes/containers, cigarette ash receptacles and other trash containers. The provider shall remove all litter, cans, papers and other containers marked "TRASH".
  - The provider shall dispose all collected trash and recycling material to containers, compactors or area(s) on the site or within the building as designated by the building manager.
  - The provider shall replace all soiled or torn trash receptacle liners with a new trash receptacle liner. The provider shall replace the liner in such a manner as to present a neat uniform appearance.
  - The provider shall use damp clothes, sponges, and a detergent solution or cream cleanser and scrub pads to remove nonpermanent stains and soil from the interior and exterior of trash receptacles.
  - The provider shall dispose of all collected recyclable materials to designated recycle containers/compactors.
- k) Overhead Dusting. The provider shall remove all dust, spider webs, litter, etc. from all fixtures and surfaces from the floor up to and including the ceiling that are visible from the floor surface below or adjacent floor levels, balconies, stairs, etc. This includes exposed surfaces of lights, grilles, light fixtures, pipes, sprinkler system, cables, ledges, walls, ceiling, diffusers, vents, etc. The provider shall accomplish high dusting by using treated dust cloths, treated dusting tools, damp sponges, and high efficiency tank vacuums with crevice tool, brush attachments and wall attachments. Spray cleaner onto cloth or use dust wizard products. Required special procedures will include, but are not limited to, the use of feather duster type devices with extension rods. Feather dusters shall not be used. The provider shall provide an overhead dusting schedule to the contract manager.
- l) Litter (Inside and Outside Building). The provider shall remove unsightly soil and litter from the building. If the litter cannot be removed by hand, the provider shall use a carpet vacuum on carpeted surfaces or broom or dust mop and damp mop on non-carpeted floors. In exterior areas, the provider shall empty ash trays, remove litter from walkways, parking lots, grass and planted areas from all areas between the building structures and the street curb. The provider shall maintain areas around all dumpsters free of litter, trash, etc.
- m) Remove Carpet Stains. The provider shall use a carpet stain remover, a dampened utility brush, clean cloths, aerosol gum remover and wet/dry tank vacuums to remove non-permanent stains from carpeted floors. The provider shall blot or vacuum and scrape as much of the stain from the

carpet as practical before applying carpet stain remover to the carpet. The provider shall spray carpet stain remover onto the stain and use a utility brush if required. After the stain has dissolved, the provider shall blot, vacuum and rub the stain in such a manner as to prevent spreading of the stain.

- n) Spot Clean Building Surfaces. The provider shall use clean damp cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of ledges, windows, partition glass, window sills and blinds, fire extinguisher, vents/diffusers, baseboards, walls, doors, door frames and sills, pictures, partitions, rails, air handlers and other types of fixtures and surfaces which are not considered to be furniture surfaces or specialty equipment such as test equipment, computers, typewriters, calculators etc. below 12 feet from the floor surface. The provider shall perform spot cleaning up to a height of 12 feet from the floor surfaces at the interior and exterior of exterior entry areas. The building manager shall designate artwork that is not to be spot cleaned by the provider.
- o) Spot Clean Furniture. The provider shall use clean damp cloths, sponges, scrub pads, spray bottles of detergent solution, glass cleaner, or cream cleanser to remove smudges, fingerprints, marks, streaks, tape, etc. from the surfaces of chairs, telephones, cleared surfaces of desks, lamps, tables, cabinets, counters, shelves, and other types of furniture and surfaces which are not considered to be building surfaces or building fixtures. Typewriters, calculators, computers, staplers, paper, books, personal items and other similar desk items are not to be disturbed.
- p) Spot Mop/Spot Clean. The provider shall use detergent solution and mops to remove spots, spills and obvious soil from non-carpeted floors which cannot be removed by vacuuming or dust mopping. After the floor has been spot mopped, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In rest rooms and medical exam or treatment areas, the provider shall use a germicidal detergent solution instead of detergent solution.
- q) Spray buff/Burnishing The provider shall dust mop and damp mop the floor surface in preparation for spray buffing/burnishing. The provider shall use single-disc floor machines, buffing/burnishing pads, and spray bottles with a spray buffing solution or other approved chemical to restore a uniform gloss and protective finish to resilient tile and/or terrazzo floors which are finished with a floor finish. The provider shall remove all spray buff/burnishing solution from baseboards, furniture, trash receptacles, etc.
- r) Vacuum Traffic Lanes. The provider shall use a HEPA carpet vacuum to vacuum traffic patterns and lanes of carpeted floors to remove soil and debris from the carpet surface and pile and to raise the carpet pile.
- s) Vacuum Completely. The provider shall use a HEPA carpet vacuum to remove visible soil and debris from the carpet surface and from within the carpet pile. The provider shall use a hose and brush or crevice attachment to vacuum areas inaccessible to the carpet vacuum. Elevator floor and door tracks are to be vacuumed. Moisture and dry soil is to be vacuumed from carpeted type entrance mats. The provider shall use carpet stain remover and gum remover to remove carpet stains and gummy soil from entrance mats.
- t) Wash Exterior Glass. The provider shall use window washing equipment, glass cleaner, stepladders, soft cloths, squeegees, etc. to remove soil, tape, grease, smoke, spots and stains from the interior and exterior sides of glass in exterior walls, doors, partitions, etc. This requirement applies to all glass surfaces accessible from floor or ground level to 12 feet above; it does not apply to inaccessible exterior windows on the second floor and above. The



provider shall use glass cleaner, metal polish, detergent, degreaser, soft cloths, ladders and scaffolding as needed. The provider must wash exterior glass at times that does not interfere with pedestrian traffic.

- u) Wash Interior Glass. The provider shall use glass cleaner, stepladders, soft cloths, squeegees, etc. to remove soil, tape, grease, smoke, spots and stains from both sides of glass in interior walls, doors partitions, etc. This requirement applies to all glass surfaces accessible from floor or ground level to 12 feet above. The provider shall use metal polish, detergent, degreaser, cream cleanser, soft cloths, abrasive pads, ladders and scaffolding as needed to remove soil, tape, grease, smoke spots and stains from both sides of interior glass frames and ledges.
  - v) Wet Mop Non-Carpeted Floors. The provider shall use detergent solution, wet mops, buckets and wringers, deck brushes, corner brushes, swivel pad holders, abrasive pads and putty knives to remove soil from non-carpeted floors which cannot be removed by vacuuming or dust mopping. The provider shall use scrub brushes to remove spots and stains not removed by mopping. After the floor has been wet cleaned, it shall have a uniform appearance free of soil, stains, streaks, swirl marks, detergent film or any observable soil which can be removed by damp mopping. In restrooms, locker rooms and medical treatment areas, the provider shall use germicidal detergent solution instead of detergent solution.
  - w) Clean Walkways, Roadways, Parking Lots & Garages, and Sally Ports. The provider shall pick up, clean, and sweep as necessary all walkways, roadways, parking areas, seating areas, gardens and shrubs surrounding the buildings on a daily basis. All trash receptacles, and cigarette urns shall be emptied and trash removed from these areas. Parking areas and Sally Ports shall be cleaned up at a time when vehicles are not normally occupying the space.
  - x) Stairwell Litter. The provider shall pick up trash and litter daily in all interior and exterior stairwells.
  - y) Recycling. The provider shall provide the required labor to move recycling materials for pick-up in accordance with the department's recycling program and bring them to a designated storage location on-site. The building manager will provide the provider with a schedule indicating the pick-up times and dates for recyclable materials.
- 2) Project work as specified below:
- a) Clean and Shampoo Upholstered Furniture. The provider shall use shampoo, stain remover and foaming type upholstery shampoo equipment to remove all soil and stains and then apply a soil retardant to the fabric portions of seats. All brushing and vacuuming, both before and after shampooing shall be repeated until there is no longer evidence of dry soil or shampoo residue in the fabric. Chewing gum and other gummy soils shall be removed with aerosol fluorocarbon gum remover, putty knife, and stiff bristled utility brush. The provider shall pretest the compatibility of the shampoo with the fabric by applying a small amount to a detached swatch of the material, if available, or to a small, inconspicuous part of the fabric on the chair. Any area of the fabric which is inaccessible to the equipment shall be shampooed with foam from the machine and manual scrubbing devices. Non-fabric parts of the chair are to be wiped with neutral detergent and a clean cloth or sponge to remove shampoo residue and dry soil.
  - b) Carpet Shampooing, Brush Method. The provider shall completely vacuum, pre-treat carpet stains, pre-treat traffic areas, and shampoo carpet using a single disc floor machine with a detergent solution tank mounted above the motor. A solution release control with a shower feed brush will apply a detergent solution into the fibers of the brush. The shampoo brush shall have nylon bristle fill or other soft natural fibers. The provider shall shampoo

- areas such as corners, which are inaccessible to the equipment by using a manual scrubbing device.
- c) Carpet Shampooing, Bonnet Method. The provider shall completely vacuum, pre-treat carpet stains, pre-treat traffic areas, shampoo using bonnet equipment and supplies, and completely re-vacuum all carpet in the specified area. The provider shall shampoo areas, such as corners, which are inaccessible to the equipment with manual scrubbing devices.
  - d) Carpet Shampooing, Hot Water Extraction Method. The provider shall completely vacuum, pre-treat carpet stains, pre-treat traffic areas, and shampoo using hot water extraction equipment and supplies. The hot water extraction equipment should have a self-contained heating element capable of maintaining water temperature to 165 degrees at the carpet. The provider shall shampoo areas such as corners, which are inaccessible to equipment with a manual extraction tool.
  - e) Soil Retardant Treatment. The provider shall treat carpets with a soil retardant agent after completion of carpet cleaning procedure except when Bonnet Method cleaning procedure is used.
  - f) Machine Scrub Floors. The provider shall use an electrically powered floor machine with scrubbing brushes and grout cleaning machines with detergent or degreaser solution to remove soil and stains from the floor surfaces such as concrete, bricks or pavers, grouted tile and other such uneven or rough floors and from baseboards, furniture and partition bases and legs. The provider shall use a wet/dry vacuum to pickup the scrubbing solutions and wet mops, buckets and wringers in areas inaccessible to a tank vacuum. The provider shall remove all splash marks on baseboards, furniture and other such areas.
  - g) Recondition Finished Floors. The provider shall remove soil, scratches and scuff marks and the top layer of floor finish from non-carpeted floors and all finish and soil from baseboards, furniture and partition legs and bases. The provider shall apply a minimum of two (2) additional coats of floor finish to non-carpeted floors. The provider shall use an approved single disc floor machine, scrubbing pad, putty knife, approved pad, mop, mop bucket and wringer, detergent solution and rust remover. The provider shall use manual scrubbing devices in areas inaccessible to the floor machine. The provider shall use wet/dry tank vacuums except in areas where its use is not practical or effective. The provider shall rinse all floor surfaces thoroughly with clean water to which detergent solution has been applied. When wet/dry tank vacuums are used, the provider shall rinse the floor surface at least once after the detergent solution has been picked up with the wet/dry tank vacuum. When a wet/dry tank vacuum is not used, the provider shall rinse the floor surface at least twice. After the top layer of floor finish has been removed, the provider shall use a fine strand rayon mop to apply at least 2 coats of floor finish to non-carpeted floor. The provider shall apply no finish within 1" of baseboards and furniture setting directly on the floor surface. After the finish has dried, the reflection shall be uniform and no streaks, swirls or scratches shall be visible.
  - h) Strip and Refinish Floors. The provider shall completely remove all nonpermanent floor finish and sealer from resilient tile and from baseboards and furniture and partition legs and bases. The provider shall use single disc floor machines, stripping pads, putty knives, abrasive pads, mops, mop buckets and wringers, floor finish remover and rust remover to remove all removable marks, heel marks, scuff marks, rust stains, gum and other types of stains and soil. The provider shall use manual scrubbing devices in areas inaccessible to the floor machine. The provider shall use a wet/dry tank vacuum to pick up stripping solutions except in areas where its use is not practical. The provider shall rinse thoroughly with clear water all floor

surfaces to which floor finish remover has been applied. When a wet/dry tank vacuum is used, the provider shall rinse the floor at least twice. After the floor finish has been removed, the provider shall use a fine strand rayon mop to apply at least 2 coats of floor seal and 3 coats of floor finish to resilient tile. The provider shall remove all floor seal, floor finish, stripper and stripping slurry from baseboards, furniture and other such areas.

- i) Steam Clean/Pressure Clean. The provider shall use a high pressure sprayer/washer and hot water, degreaser, scrapers, brushes, etc. to remove soil, litter, grease, oil, gum tar, etc. from concrete floors, walls, and adjacent surfaces.
  - j) Overhead Cleaning. The provider shall remove all dust, soil and stains from all fixtures and surfaces from the floor up to and including the ceiling (up to 20 feet). The provider shall provide the required ladders/scaffolding to perform the required work. This includes exposed surfaces of lights, grilles, light fixtures, skylights, pipes, sprinkler system, cables, ledges, walls, ceilings, vents, etc. The provider shall accomplish overhead cleaning by using damp sponges, and wall or ceiling washing equipment. Air conditioning diffusers and registers will also be cleaned using a vacuum cleaner with a nozzle attached for this purpose. Dusting shall be done using spray cleaners applied to cloth/rags or by use of dust wizard or similar products.
  - k) Nonspecific Tasks. The provider shall perform miscellaneous activities as directed by the contract manager. No tool, item of equipment, chemical or supply not listed in the ITB or normally used in performing routine services will be required for such tasks, unless the cost for such item is negotiated and agreed upon by the parties.
- b. Task Limits
- 1) The provider shall provide and use adequate barricades and signs to cordon off hazardous work areas and/or provide sufficient warnings prior to, during and after performance of services.
  - 2) The provider shall comply with the following key control and building access control terms:
    - a) The provider shall adequately secure the keys, key cards, other entry devices and codes provided by the department.
    - b) The provider shall sign for and maintain a record of the keys and/or access devices and shall not duplicate them. Any such item that becomes lost, missing or stolen shall be immediately reported to the building manager. The cost of replacing keys and/or changing locks will be deducted from the provider's invoice to the department for the work performed under this contract. When the provider enters an occupied/unlocked building to provide services (e.g. at 5:00 p.m.), the provider shall begin work, and shall lock all exterior doors at a time designated by the building manager (e.g. 5:30 p.m.). All exterior doors shall remain locked during the work shift, and shall be checked to ensure security when leaving the building at the end of the work shift.
    - c) If the security alarm is activated in error by cleaning staff and the department is charged for the false alarm, this expense will be assumed by the provider.
  - 3) The provider shall at all times guard against damage or loss to the property of Palm Beach County, the State of Florida, the provider's own property, and that of other providers, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the provider shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and ensure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, the provider shall provide for the prompt removal of all debris from Palm Beach County or State of Florida property. The department may withhold payment or make such deductions as deemed

necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the provider or its agents.

2. Staffing Requirements

a. Staffing levels:

- 1) The provider shall staff routine work at a minimum of 5,000 square feet per man-hour (i.e., a 20,000 square foot building will require 4 man-hours).
- 2) The provider shall provide six (6) staff, each working eight (8) hours per workday for project work as scheduled by the department.
- 3) The provider shall provide relief personnel as necessary and work overtime as necessary at no cost to the department to ensure that the routine work and project work are performed as specified herein.
- 4) The provider shall provide an adequate number of trained and qualified supervisors and lead workers capable of providing the necessary supervision to satisfy the contract. The provider will designate one (1) lead on-site supervisor who will be reachable by cell phone or pager within 15 minutes, during normal PBCHD office hours.

b. Professional Qualifications:

1) Training/General.

- a) The provider shall provide each employee used in the performance of services with adequate training to competently and safely perform the services.
- b) Each supervisor and lead worker, to the satisfaction of the contract manager, shall be capable of verbal and written communication in the English language and shall be able to effectively communicate with the service workers.
- c) In accordance with 29 CFR Part 1910, the provider shall provide, at no cost to employees who perform housekeeping (i.e., janitorial services) in an area which contains asbestos-containing material (ACM) or presumed asbestos-containing material (PACM), an asbestos awareness training course, which shall at a minimum contain the following elements: health effects of asbestos, locations of ACM and PACM in the building/facility, recognition of ACM and PACM damage and deterioration, requirements in this standard relating to housekeeping, and proper response to fiber release episodes, to all employees who perform housekeeping work in areas where ACM and/or PACM is present. Each such employee shall be so trained at least once a year. Areas which contain ACM and/or PACM will be identified by the contract manager once the bid has been awarded.
- d) The provider shall maintain a training record for each employee. The training record shall show, as a minimum, the employee's name, date of employment, the type and date of each training class attended, and the class instructor. The provider shall present such records for inspection upon request by the contract manager. The contract manager may, from time to time, monitor the conduct of such training classes.
- e) As a minimum, the provider shall provide each employee performing services training in the proper methods and use of tools, chemicals, equipment and supplies or any other skills or knowledge needed by the employees of the provider to safely and adequately perform the services under this contract.

2) Security and Identification.

- a) The provider shall take all measures necessary to comply and to ensure its employees comply with security rules and regulations of the County and all Federal, State and local rules, laws and regulations.
- b) Employees shall not use controlled substances, unless prescribed, nor illegal substances, and shall not use alcohol on department's premises or arrive for work under the influence of drugs or alcohol.

- c) The provider shall attest in writing that a background check to the extent allowed by law of employment history and references has been conducted on each employee and provided to the contract manager prior to that employee starting work. Additional background check shall be conducted semiannually for each employee and results provided to the contract manager.
  - d) The provider shall obtain an NCIC report from a licensed private investigation firm or law enforcement agency. The contractor shall provide written certification that each employee has no records of criminal convictions other than minor traffic violations. The provider shall provide written certification of the items contained in the above paragraphs as well as any other information developed in the course of the provider's investigation of each employee. This certification shall include the full name, present telephone number, place of residence for previous five years and employment for previous five years, and results from the required NCIC background check.
  - e) The department shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. The provider shall furnish in writing such information to the extent allowed by law within 30 calendar days after receipt of written request from the contract manager. The department reserves the right to conduct its own investigation of any employee of the provider.
  - f) The provider shall immediately remove from service on the premises of the department any employee of the provider who, in the opinion of the contract manager, is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with the rules and regulations of the department. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the provider.
  - g) The provider shall insure that lost, or apparently lost articles, that are found by provider employees be turned in immediately to the building manager.
  - h) The provider shall prevent any of its employees from opening, tampering with, using or moving any item of equipment, such as calculators, computers, telephones, storage container, desks, etc. or entering into any area unless required in the performance of the services.
  - i) The provider shall establish, implement and maintain procedures and controls to ensure each employee of the provider complies with all applicable provisions of the contract and all site rules and practices of the department. Employee shall **NOT** bring any children or other family members who are **NOT** employed by provider to the job site.
  - j) The provider shall comply with Palm Beach County background screening requirements. All provider employees must obtain a Palm Beach County contractor badge at the provider's expense. Current cost for obtaining the badge is \$60.00.
- 3) Uniforms and Identification.
- a) The provider shall issue 3 shirts and/or blouses to its employees and ensure all of its employees, and any subcontractor employees, are clean, neat, and appropriately attired with uniforms and appropriate safety shoes during the performance of the services.
  - b) Uniforms shall consist of a collared shirt or blouse, and long pants or a dress/skirt. The shirt or blouse shall be tucked in at all times and will have the provider's name printed on the back of the shirt or blouse. No advertising and/or slogans will be printed on uniforms. A clip-on type identification tag with lettering at least one-half inch in height that displays the provider's name, the employee's full name, and a photograph of the employee is to be worn on the front of the shirt or blouse.

- c) The provider shall ensure all employees prominently wear the ID tag at all times while on the premises of the department.
    - d) The provider shall submit samples of the ID tag and uniforms to the contract manager for approval prior to beginning the services.
  - c. Staffing Changes. The provider must notify the contract manager in writing within 7 calendar days of any changes to key staff.
  - d. Subcontractors. The provider may subcontract the services in accordance with Section I.I., page 2 of the Department's Standard Contract (**Attachment VII**).
- 3. Service Location & Equipment.
  - a. Service Delivery Location(s). Services will be provided at the following locations occupied by the PBCHD (total of **309,603 sq. ft.**):
    - 1) West Palm Beach Health Center 61,022 sq. ft. minus 850 sq. ft. for the pharmacy (i.e., all rooms with PH prefix) equals a net total of (**60,172 sq. ft.**)  
1150 45<sup>th</sup> Street  
Building Manager: TBD
    - 2) Riviera Beach Dental Clinic (**2,884 sq. ft.**)  
7289 Garden Road  
Riviera Beach, FL 33404  
Building Manager: TBD
    - 3) Northeast Health Center (**14,500 sq. ft.**)  
851 Avenue P  
Riviera Beach, FL  
Building Manager: TBD
    - 4) Jupiter Auxiliary Health Center (**3,100 sq. ft.**)  
6405 Indiantown Road  
Jupiter, FL  
Building Manager: TBD
    - 5) General Services Facility (**11,500 sq. ft.**)  
1050 15<sup>th</sup> Street West  
Riviera Beach, FL  
Building Manager: Lynn McCullough
    - 6) C.L. Brumback Health Center (**37,500 sq. ft.**)  
38754 State Road 80  
Belle Glade, FL  
Building Manager: Erika Geiger
    - 7) Delray Beach Health Center (**34,300 sq. ft.**)  
225 S Congress Ave.  
Delray Beach, FL 33444  
Building Manager: Carol Lane
    - 8) Delray Beach Annex (**18,735 sq. ft.**)  
345 S Congress Ave.  
Delray Beach, FL 33444  
Building Manager: Carol Lane
    - 9) WIC-Greenacres (**10,857 sq. ft.**)  
5985 10<sup>th</sup> Ave N  
Greenacres, FL 33463  
Building Manager: Jacqueline Hamilton
    - 10) 800 Clematis Street (**77,955 sq. ft.**)  
West Palm Beach, FL, 33401  
Building Manager: Dameion DaCosta
    - 11) Lantana Health Center (**33,800 sq. ft.**)  
1250 Southwinds Drive  
Lake Worth, FL 33460  
Building Manager: Mildred Clemons
    - 12) Pahokee Health Center (**3,300 sq. ft.**)  
1839 East Main Street

Pahokee, FL 33476  
Building Manager: Erika Geiger

13) Pahokee Dental Health Center (1,000 sq. ft.)

1200 East Main Street  
Pahokee, FL 33476

Building Manager: Erika Geiger

b. Service Times.

- 1) Work frequencies shall comply with the "Routine Work Tasks & Frequencies Schedule" (**Attachment VIII TO DOH STANDARD CONTRACT**).
- 2) Routine and project work shall be performed Monday through Friday, between the hours of 5:00pm and 12:00 midnight, except as noted below:
  - a) Routine cleaning of medical record rooms, pharmacy and Sexually Transmitted Disease (STD) program offices must begin immediately prior to routine cleaning of the remaining areas of buildings containing these room/offices. Said cleaning must be completed no later than 5:00pm each workday.
- 3) No routine work will be required on state holidays.
- 4) The provider shall return all cell phone/beeper calls by the contract manager within 15 minutes, during normal office hours.

c. Changes in Location. Changes in location will be made by advance mutual written agreement of both parties through an amendment to the contract. The Department reserves the right to purchase or remove additional square footage as necessary. Said additions/removals may occur during the initial contract or the renewal contracts. The total monthly unit price will be adjusted on a net per square foot basis and the hourly rate for optional work

d. Equipment.

- 1) Type.
  - a) The provider shall furnish all tools, equipment, and supplies necessary to properly perform the services defined in this contract. New, high quality, industrial and/or commercial type tools and equipment shall be used to start this contract. If used tools or equipment are provided, they shall be in excellent condition and must be approved by the contract manager.
  - b) A list of tools and equipment to be used on this project shall be submitted to the contract manager prior to commencement of the contract and at anytime that different types of tools equipment are introduced during the period of the contract.
  - c) The provider shall provide high efficiency, particulate retention vacuum cleaners equipped with built-in utility hose, 16" brush width, bumper guards and magnet. A minimum 35 foot cable, top fill collection container, disposable filter bags (three stage filtration system), low profile for easy reach under desks and non marking wheels are also required.
  - d) The provider shall provide each project crew with a pressure cleaner and floor/carpet drying fan in addition to all tools and equipment necessary for completion of assigned projects.
  - e) A list of recommended equipment, tools and supplies to successfully accomplish the service is specified in **Attachment I**. The list is not all inclusive of effective cleaning equipment and supplies and is intended only as a guide for the quality and performance levels expected from the provider.
  - f) The department reserves the right to refuse the use of or direct discontinuance of the use of any tools, equipment or supplies it deems ineffective or harmful to surfaces, fixtures and personnel. The cost of any damage caused by defective or inferior tools and equipment will be deducted from the provider's monthly invoice.
- 2) Operation and Maintenance.

- a) The provider shall maintain a complete set of operating instructions for each type, brand and model of equipment, tool and item of supply used in the performance of the work.
  - b) The provider shall insure that all tools, equipment and supplies used by its employees shall be used in accordance with the manufacturer's instructions and good safety practices.
  - c) Provider shall train personnel to properly and safely operate every piece of equipment.
  - d) All tools, equipment and supplies used by the provider in the performance of the services shall meet all applicable safety requirements. All electrical equipment must operate at full rated performance levels using existing building electrical circuits.
  - e) The provider shall develop and implement adequate procedures and controls to ensure that all tools, equipment and supplies remain at all times in good, clean condition.
  - f) All equipment and tools shall have non-marking wheels, adequate bumpers and guards to prevent marking or scratching of fixtures, furnishings or building surfaces. The cost for any damage or corrective maintenance required will be deducted from provider's monthly invoice.
  - g) The provider shall maintain adequate quantities of backup equipment to insure that the minimum quantities of required equipment and tools are available and in safe and proper operating condition at all times during the performance of the service.
- 3) Storage
- a) The provider shall label the storage locations on shelves in each custodial closet for chemicals, small tools and supplies.
  - b) The provider shall permanently identify all equipment and tools required for specific assignments within the building.
  - c) The provider shall provide access to the building manager and contract manager for all assigned storage areas.
4. Deliverables
- a. Service Units. A unit of service will be combined performance of routine and project work in accordance with the terms and conditions of this contract for a period of one calendar month.
  - b. Reports. Each supervisor of the provider shall conduct a written inspection of all assigned areas each month. The contract manager shall approve the format of the written report. The department reserves the right to revise the report format at anytime during the initial contract or any renewal contracts. The provider must submit the report to the building manager **prior to the end of the month during which the inspection was conducted.** The building manager shall verify the contents of the report, noting any discrepancies in writing on the report according to his/her sole discretion, and then sign and date it. The original will be retained by the building manager, and the supervisor will be provided a copy. Said reports must be attached to the invoice for the month in which the inspections were completed.
  - c. Records and Documentation. N/A
5. Performance specifications.
- a. Outcome and Outputs. The following outcome measures (performance standards) must be met by the provider to ensure a clean and sanitary environment for the clients and employees of the PBCHD.
    - 1) Floors and baseboards are free of dust, lint, and stains. There is no buildup or yellowing of floor finish. Corners and edges are free of dust and finish buildup. Heel and scuff marks are at a minimum.
    - 2) Walls, ceilings, and doors are free of dust and soil. People's fingerprints around switch plates, door handles, and outlets are not evident.



- 3) All horizontal surfaces (furniture, window ledges, window blinds, lighting, air conditioning diffuser/registers, exhaust fan grilles, telephones, picture frames, wall hanging, and baseboards) are free of dust.
  - 4) Clinic, laboratory and bathroom fixtures, including toilets, urinals, sinks, partitions, showers, are free of soil, stains, and mineral deposits inside and out. Mirrors are free of spots and streaks. Dispensers are free of dust and properly stocked.
- b. Standards definitions. Services shall be considered not to have been performed when, in the judgment of the contract manager, any one or more of the following conditions exists:
- 1) The services in an area were not performed 100% of the time in compliance with the performance standards above or were not performed 100% of the time at the specified frequency.
  - 2) The provider supplied equipment, tools or chemicals were not available, were not used, were not used correctly, or were not in good operating condition.
  - 3) Services were not performed within the scheduled hours as specified in Section B.3.b. above.
  - 4) The employee performing the services had not received the specified training.
  - 5) The employee performing the services was not uniformed in accordance with the requirements of Section B.2.b.3) above.
  - 6) Provider failed to lock all exterior doors and/or security gates when leaving a building at the end of a work shift.
  - 7) Provider fails to follow department security and energy conservation practices and procedures (turn off office and hallway lights when done, locking doors, etc.).
- c. Monitoring and Evaluation Methodology.
- 1) By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, the department, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If the department affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, the department will terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the department.
  - 2) Monitoring will be conducted by the contract manager at will during the contract period in accordance with the scope and procedures specified in Section I.E., page 1 of the Department's Standard Contract (**Attachment VII**).
6. Provider Responsibilities.
- a. Provider Unique Activities.
- 1) Off-Site Staging. Off-site staging of supplies and inventories are the responsibility of the provider.
  - 2) Supplies.
    - a) Notice to Contract Manager. A list of supplies to be used on this project will be submitted to the contract manager prior to commencement of the contract and at anytime that different types of products are introduced during the period of the contract. A list of supplies with which the department has successful experience is available on request. The list is not all inclusive and is intended only as a guide for the quality and performance levels expected from the provider.
    - b) Provision of Hand Soap and Paper Supplies. The provider shall purchase, inventory and install toilet tissue, paper towels, and hand soap that are of equal or better quality than those used prior to this contract. Supplies shall fit properly in, and otherwise be fully compatible with, the department's dispensers. The department reserves the right to refuse the use of or direct discontinuance of any product it determines not effective for its intended use,

or harmful to dispensers. The cost of any damage caused, or corrective maintenance required, deemed to be the result of the use of inferior or inappropriate products will be deducted from the provider's monthly invoice.

3) Chemicals.

- a) General. The provider shall furnish all chemicals necessary to completely and effectively perform the services in accordance with the specifications. The chemicals shall be low VOC, non-toxic, non-reactive and environmentally safe and friendly. The provider shall ascertain the appropriateness of all chemicals for their intended use on a surface or material before any actual use.
- b) Notice to Contract Manager.  
A list of chemicals to be used on this project will be submitted to the contract manager for approval prior to commencement of the contract and at anytime that different types of products are introduced during the period of the contract. All chemicals shall be of equal or better quality than those used by the department prior to this contract. A list of chemicals with which the department has successful experience is available on request. The list is not all inclusive and is intended only as a guide for the quality and performance levels expected from the provider.  
The provider shall submit a list to the contract manager defining the product use, brand name, manufacturer's complete name, address and telephone number.  
The provider shall provide the contract manager with a copy of a Material Safety Data Sheet, as required by the Occupational Safety and Health Administration, for each type and brand of chemical used in the performance of the services. The provider shall maintain a separate file with duplicate copies of the form(s) for each chemical used in the performance of the services.
- c) Storage and Labeling.  
All chemicals shall be purchased, brought on-site, and stocked in closets in their original containers by the provider. The chemicals shall remain in such containers until diluted or mixed for use. All solution bottles and spray bottles shall be stored in safety containers which are safe for handling and their intended use, and they should also be properly labeled.  
All containers containing delicate or fragile items shall be marked to clearly identify this condition. These markings shall be placed on not less than one side or end of the container.  
Material that requires precautionary warnings shall have affixed to all containers such labels or markings as are prescribed and approved by law, regulatory agency, or this contract. The marking or labeling of material containing hazardous or toxic materials, substances, or wastes shall be in accordance with all Federal, State and Local laws, ordinances, rules and regulations.  
All chemical containers shall bear the original manufacturer's label which includes the name and address of the manufacturer, instructions for use and any pertinent warnings and safety instructions. All chemical containers must have the manufacturer's quality control batch numbers included on cases or containers. The provider shall develop and implement procedures to insure its employees use chemicals in accordance with the instructions of the chemical manufacturers. Containers must be closed tightly and stored upright.  
All solution bottles and spray bottles shall be labeled with a label provided by its manufacturer or with a photocopy of the label from the chemical container.
- d) Exclusions. No ammonia, laundry bleach, powdered cleanser, or any other similar type of chemical shall be used in the performance of the services without the written permission of the contract manager.

- e) Specifications.  
The provider shall follow the instructions of the Chemical Manufacturers in every instance.  
The provider shall verify that all floor finishes, seals, Spray buff solutions and other such chemicals applied to non-carpeted floors have a (.5) ASTM slip coefficient or better. The provider shall immediately post warning signs and report any observed instances of slippery or slick floors to the department.  
The provider shall use a germicidal detergent that bears the Environmental Protection Agency Registration Number and kills the HIV virus.  
Floor finish, floor finish remover, floor seal, spray buff solution, detergent, and seals must always be compatible and/or be by the same manufacturer.

b. Coordination With Other providers/Entities: N/A

7. Department Responsibilities

a. Department Obligations. The department will provide the following services of support:

- 1) Storage space and common building utilities to be used in the performance of the contracted services. Any permitted use of the department's facilities, equipment, tools or supplies shall be gratuitous and the provider shall release the department from any responsibility arising from claims for personal injuries, including death, arising out of the use of such facilities, equipment, tools or supplies irrespective of the condition thereof or any negligence on the part of the department.
- 2) Dispensers for toilet tissue, paper towels, and hand soap.
- 3) Preparation of a monthly schedule for all project work to include the specific tasks to be performed, the service location and the maximum man-hours for the work scheduled at each location.
- 4) Biohazardous waste storage and disposal.
- 5) Department Determinations.
  - a) In cases of dispute, the department has final authority regarding findings, corrective action plans including time frames for completion and the degree of the provider's compliance with the same.

8. The department reserves the right to refuse the use of our direct discontinuance of any product it determines not effective for its intended use, or harmful to dispensers. The cost of any damage caused, or corrective maintenance required which deemed to be the result of the use of inferior or inappropriate products will be deducted from the provider's monthly invoice.

**C. SPECIAL PROVISIONS**

- 1. Information Security. The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, 1999-2000, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.
- 2. Employee Asbestos Awareness Training. In accordance with 29 CFR Part 1910, the provider shall provide, at no cost to employees who perform housekeeping (i.e., janitorial services) in an area which contains asbestos-containing material (ACM) or presumed asbestos-containing material (PACM), an asbestos awareness training course, which shall at a minimum contain the following elements: health effects of asbestos, locations of ACM and PACM in the building/facility, recognition of ACM and PACM damage and deterioration, requirements in this standard related to housekeeping, and proper

response to fiber release episodes, to all employees who perform housekeeping work in areas where ACM and/or PACM is present. Each such employee shall be so trained at least once a year. Areas which contain ACM and/or PACM will be identified by the contract manager once the bid has been awarded.

3. Healthcare Insurance. Bids must include provisions for a healthcare plan covering, as a minimum, hospitalization, doctor's visits and prescription drugs. All forty (40) hour per week and above employees must be eligible for the plan within sixty (60) days of employment. The employer must contribute 75% of each individual employee's premium and offer family coverage at the employee's option and expense. A general statement of outline of the coverage to be provided shall be submitted with the bid. Evidence of all insurance must be submitted and approved by the PBCHD prior to commencement work.
4. Biohazardous Waste. The department is responsible for the storage and disposal of all biomedical waste generated. Such waste is contained in red bags, boxes and Sharps containers, labeled as biomedical waste per 64E-16, F.A.C. The provider is not to handle or dispose of biomedical waste and is responsible for training of their staff to recognize this waste and avoid accidental disposal or exposure. However, should an accidental exposure occur, the provider is responsible for compliance with OSHA standards for occupational exposure to blood or other potentially infectious materials as defined in 29 CFR Part 1910. The provider is responsible for cleanup costs incurred by the department for improper accidental disposal of biomedical waste by the provider.
5. Civil Rights. The provider will comply with applicable provisions of DOH publication "Methods of Administration, Equal Opportunity in Service Delivery."
6. HIPPA Where applicable, the provider will comply with the Health Insurance Portability Accountability Act (42 U.S.C. section 210 et seq.) as well as all regulations promulgated hereunder (45CFR Parts 160, 162, and 164).

**ATTACHMENT II  
PRICE PAGE**

A single award shall be made to the responsive, responsible bidder offering the lowest grand total (to include initial and renewal terms) for the services requested in this ITB.

<u>Description</u>	<u>Price per Square Foot</u>	<u>Initial Term 2012- 2015</u>
<b>Janitorial Services for Palm Beach CHD</b>	\$ _____ x 309, 603 sq. feet	X 12 \$ _____ Year One (2012-2013) X 12 \$ _____ Year Two (2013-2014) X 12 \$ _____ Year Three (2014-2015)
	<b>Initial Term 2012-2015 Grand Total:</b>	Total \$ _____
<u>Description</u>	<u>Price per Square Foot</u>	<u>Renewal Term 2015-2018</u> <small>*The price for each potential renewal year shall be submitted for evaluation by the Department and shall not exceed 5% of the original bid price.</small>
<b>Janitorial Services for Palm Beach CHD</b>	\$ _____ x 309, 603 sq. feet	X 12 \$ _____ Year Four (2015-2016) X 12 \$ _____ Year Five (2016-2017) X 12 \$ _____ Year Six (2017-2018)
	<b>Renewal Term 2015-2018 Grand Total:</b>	Total \$ _____

<b><u>GRAND TOTAL (TO INCLUDE INITIAL TERM AND RENEWAL TERM)</u></b>
\$ _____

BY AFFIXING MY SIGNATURE ON THIS BID, I HEREBY STATE THAT I HAVE READ ALL BID TERMS, CONDITIONS AND SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I HEREBY CERTIFY THAT MY COMPANY, ITS EMPLOYEES, AND ITS PRINCIPALS AGREE TO ABIDE TO ALL OF THE TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS DURING THE COMPETITIVE SOLICITATION AND CONTRACTING PROCESS (IF APPLICABLE) INCLUDING THOSE CONTAINED IN THE ATTACHED STANDARD CONTRACT/PURCHASE ORDER.. I CERTIFY THAT I WILL PROVIDE AND DELIVER TO THE LOCATIONS SPECIFIED IN THIS BID.

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_ (Signature)  
 NAME AND TITLE: \_\_\_\_\_ (Print or Type)  
 COMPANY: \_\_\_\_\_  
 EMAIL ADDRESS: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

**ATTACHMENT III  
EXPERIENCE FORM**

Vendor's/Respondent's Name: \_\_\_\_\_

Vendors/Respondents are required to submit with the proposal, contact information for five (5) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will make only two attempts to contact each entity. The Department's determination is not subject to review or challenge.

- 1.) Name of Company/Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_
  
- 2.) Name of Company/Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_
  
- 3.) Name of Company/Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_
  
- 4.) Name of Company/Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

5.) Name of Company/Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Title



**ATTACHMENT IV  
REQUIRED CERTIFICATIONS**

-----  
ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE *ITB/RFP/ITN* TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and contracting process(if applicable) including those contained in the attached Standard Contract/Direct order. **(Attachment VII & Attachment VI)**. \*\*

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

-----  
STATEMENT OF NO INVOLVEMENT  
CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant proposal or offer. This proposal or offer is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Respondent or Offeror to the provisions of this proposal or offer.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

-----  
SCRUTINIZED COMPANIES LISTS

I HEREBY CERTIFY THAT THE MY COMPANY 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 WHICH HAVE BEEN COMBINED TO ONE [PFIA LIST OF PROHIBITED COMPANIES](#) WHICH IS UPDATED QUARTERLY. 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.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\*An authorized official is an officer of the vendor’s organization who has legal authority to bind the organization to the provisions of the proposals. This usually is the President, Chairman of the

Board, or owner of the entity. A document establishing delegated authority must be included with the proposal if signed by other than the President, Chairman or owner.

\*\* The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. If a vendor fails to certify their agreement with these terms and conditions and or abide by, their response shall be deemed non-responsive.

ATTACHMENT V



**DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES**

PRIME CONTRACTORS SHALL REPORT ALL SUBCONTRACTING EXPENDITURES REGARDLESS OF VENDOR DESIGNATION (SEE PAGE 2 FOR TYPES OF DESIGNATIONS)

*PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DOH CONTRACT MANAGER.*

**COMPANY NAME:**

\_\_\_\_\_

**DEPARTMENT OF HEALTH CONTRACT NUMBER:** \_\_\_\_\_

**REPORTING PERIOD-FROM:** \_\_\_\_\_ **TO:**

\_\_\_\_\_

SUBCONTRACTOR'S/VENDORNAME & ADDRESS	FEID NO.	EXPENDITURE AMOUNT

NOTE: YOU MAY USE A SEPARATE SHEET

**DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):**  
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: RENEE GREGORY, MBE  
COORDINATOR, BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY, STE. 310,

TALLAHASSEE, FL. 32399-1734

## **1. DESIGNATIONS:**

**MINORITY PERSON** as defined by [Section 288.703](#) FS; means a lawful, permanent resident of Florida who is, one of the following:

- (A) **AN AFRICAN AMERICAN**, a person having origins in any of the racial groups of the African Diaspora.
- (B) **A HISPANIC AMERICAN**, a person of Spanish or Portuguese cultures with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.
- (C) **AN ASIAN AMERICAN**, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
- (D) **A NATIVE AMERICAN**, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services
- (E) **AN AMERICAN WOMAN**.

**CERTIFIED MINORITY BUSINESS ENTERPRISE** as defined by [Section 288.703](#) FS, means a small business which is at least 51 percent owned and operated by a minority person(s), which has been certified by the certifying organization or jurisdiction in accordance with Section 287.0943(1).

**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:** As defined by [Section 295.187](#), FS, means an Independently owned and operated business that employees 200 or fewer permanent full-time employees; Is organized to engage in commercial transactions; Is domiciled in Florida; Is at least 51% owned by one or more service-disabled veterans; and, who's management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

**CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE** as defined by [Section 295.187](#), FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

**SMALL BUSINESS** means an independently owned and operated business concern that employs 100 or fewer permanent full-time employees and has a net worth of not more than \$3,000,000 and an average net income, after federal income taxes, of not more than \$2,000,000.

**NON-CERTIFIED MINORITY BUSINESS** means a small business which is at least 51 percent owned and operated by a minority person(s).

**MINORITY NON-PROFIT ORGANIZATION** means a not-for-profit organization that has at least 51 percent minority board of directors, at least 51 percent minority officers, or at least 51 percent minority community served.

## **II. INSTRUCTIONS TO PRIME CONTRACTORS:**

- A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
- B) ENTER THE DOH CONTRACT NUMBER.
- C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
- D) ENTER THE CMBE SUBCONTRACTOR'S NAME and ADDRESS.

- E) ENTER THE SUBCONTRACTOR'S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER.  
THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER
- F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME  
PERIOD COVERED BY THE INVOICE.
- G) ENCLOSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER

**ATTACHMENT VI  
PURCHASE ORDER TERMS AND CONDITIONS  
STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)**

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace direct order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this direct order and venue for any legal actions arising here from is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof.
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated there under (45 CFR Parts 160, 162 and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this direct order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this direct order, as well as for any determination arising out of or related to this direct order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This direct order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising here from.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
8. If this direct order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The DOH, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the DOH's determination pursuant to this paragraph.

9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.
  
10. Section 287.57(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.
  
11. TERMINATION: This direct order agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this direct order agreement become unavailable, the department may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds.

Unless the provider's breach is waived by the department in writing, the department may, by written notice to the provider, terminate this direct order agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the department may employ the default provisions in Chapter 60A-1.006(4), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this agreement. The provisions herein do not limit the department's right to remedies at law or to damages.

12. The terms of this Direct Order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this Direct Order shall govern.
  
13. In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all



new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”

**Attachment VII**  
STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
STANDARD CONTRACT

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and \_\_\_\_\_ hereinafter referred to as the *provider*.

**THE PARTIES AGREE:**

**I. THE PROVIDER AGREES:**

**A. To provide services in accordance with the conditions specified in Attachment I.**

**B. Requirements of §287.058, Florida Statutes (FS)**

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

**C. To the Following Governing Law**

1. State of Florida Law

a. **This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.**

b. **If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to s.287.135(5), F.S., the department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the department shall take civil action against the provider as described in s. 287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.**

2. Federal Law

a. **If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.**

b. **If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.**

c. **If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."**

d. **If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.**

e. **If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment \_\_\_\_\_. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying**

form must be completed and returned to the contract manager.

- f. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.
- g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 CFR, Part 60.
- h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flivendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and [www.ccr.gov](http://www.ccr.gov).

#### **D. Audits, Records, and Records Retention**

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
- 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- 3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
- 5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- 6. To provide a financial and compliance audit to the department as specified in Attachment \_\_\_ and to ensure that all related party transactions are disclosed to the auditor.
- 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act

Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:

- a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence.

Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:

- 1) allowable under the contract and applicable laws, rules and regulations;
- 2) reasonable; and
- 3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.

- b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

**E. Monitoring by the Department**

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

**F. Indemnification**

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

#### **G. Insurance**

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

#### **H. Safeguarding Information**

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

#### **I. Assignments and Subcontracts**

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.
3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

#### **J. Return of Funds**

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the

department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

**K. Incident Reporting**

Abuse, Neglect, and Exploitation Reporting

**In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).**

**L. Transportation Disadvantaged**

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

**M. Purchasing**

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth

in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.

2. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.

3. MyFloridaMarketPlace Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Provider 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), F.A.C. 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 Provider shall receive a credit for any Transaction Fee paid by the Provider for the purchase of any item(s) if such item(s) are returned to the Provider through no fault, act, or omission of the Provider. 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. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

**N. Civil Rights Requirements**

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

**O. Independent Capacity of the Contractor**

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

**P. Sponsorship**

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

**Q. Final Invoice**

To submit the final invoice for payment to the department no more than \_\_\_ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be

withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

**R. Use of Funds for Lobbying Prohibited**

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

**S. Public Entity Crime and Discriminatory Vendor**

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination,



he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not 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 §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

**T. Patents, Copyrights, and Royalties**

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.
2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**U. Construction or Renovation of Facilities Using State Funds**

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

**V. Electronic Fund Transfer**

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

**W. Information Security**

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

**II. THE DEPARTMENT AGREES:**

**A. Contract Amount**

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed \_\_\_ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

**B. Contract Payment**

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be

made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

**C. Vendor Ombudsman**

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 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

**III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE**

**A. Effective and Ending Dates**

This contract shall begin on \_\_\_ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on \_\_\_.

**B. Termination**

1. Termination at Will

**This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.**

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

**C. Renegotiation or Modification**

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

**D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)**

1. The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

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2. The name of the contact person and street address where financial and administrative records are maintained is:

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3. The name, address, and telephone number of the contract manager for the department for this contract is:

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4. The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

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5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

**E. All Terms and Conditions Included**

This contract and its attachments as referenced, \_\_\_ contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

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**I have read the above contract and understand each section and paragraph.**

**IN WITNESS THEREOF**, the parties hereto have caused this \_\_\_ page contract to be executed by their undersigned officials as duly authorized.

**PROVIDER:**

**STATE OF FLORIDA, DEPARTMENT OF HEALTH**

**SIGNATURE:**

**SIGNATURE:**

**PRINT/TYPE NAME:**

**PRINT/TYPE NAME:**

**TITLE:**

**TITLE:**

**DATE:**

**DATE:**

**STATE AGENCY 29-DIGIT FLAIR CODE:**

**FEDERAL EID# (OR SSN):**

**PROVIDER FISCAL YEAR ENDING DATE:**

**ATTACHMENT VIII  
ROUTINE WORK TASKS AND FREQUENCIES**

<b>WORK TASK</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>	<b>V</b>	<b>VI</b>	<b>VII</b>	<b>VIII</b>	<b>IX</b>	<b>X</b>
1. Clean and disinfect drinking fountains	---	D	D	---	D	---	D	D	---	
2. Clean and disinfect fixtures	---	D	---	---	D	---	D	---	W	---
3. Clean and refill floor drains		W	---	---	W	---	---	---	W	---
4. Damp mop non-carpeted floors	---	D	D	---	---	D	D	---	W	M
5. Descale toilets and urinals	---	D	---	---	---	---	---	---	---	---
6. Disinfect all surfaces	W	D	W	D	D	---	D	W	---	---
7. Dust/Vacuum furniture surfaces-provider provides schedule	W	W	W	---	W	---	D	D	W	---
8. Dust building surfaces-provider provides schedule	W	W	W	W	W	W	D	W	M	---
9. Dust with treated mop or sweep non-carpeted floors	D	D	D	D	D	D	D	D	M	M
10. Empty trash and recycling receptacles	D	D	D	D	D	D	D	D	D	D
11. Overhead dusting	W	W	W	W	W	W	W	W	W	M
12. Pick up litter (inside & outside bldg.)	D	D	D	D	D	D	D	D	D	M
13. Polish stainless steel/chrome/brass	D	D	D	D	D	W	D	D	W	M
14. Refill dispensers	---	D	D	---	D	---	D	---	---	---
15. Remove carpet stains	---	---	D	D	D	D	D	D	M	---
16. Spot clean building surfaces	D	D	D	D	D	D	D	D	M	M
17. Spot clean furniture	D	D	D	---	D	---	D	D	---	---
18. Spot mop/spot clean	D	D	D	D	D	D	D	D	W	M
19. Spray buff/burnish	---	---	M	M	M	M	M	M	M	---
20. Vacuum all traffic lanes	---	---	D	---	---	---	---	---	---	---
21. Vacuum completely	D	---	W	D	D	---	D	D	M	M
22. Wash exterior glass	D	---	Q	---	Q	---	Q	D	---	---
23. Wash interior glass	D	D	M	W	W	W	W	D	---	---
24. Wet clean non-carpeted floors	D	D	W	D	D	W	W	B	M	---
25. Clean walks/roads/parking/garden areas	D	---	---	---	---	D	---	---	---	---

**Notes:**

**1. FREQUENCY: D=Daily, W=Weekly, M=Monthly, Q=Quarterly**

**2. AREA:**

- I- Building Exterior Entrances, Stairwells, Walks, Roads, Parking Areas, Garden Areas
- II- Restrooms
- III - Offices, Work Rooms, Conference Rooms, Copy Rooms, File Rooms, Medical Records Rooms, STD Rooms, Etc.
- IV - Elevators
- V - Lounges, Break rooms and Waiting areas
- VI - Stairs
- VII - Clinic Examination Rooms, Sterilization Rooms, Laboratory Rooms and Client Registration Work Areas

- VIII - Corridors and Lobbies - Entry Level and Areas with Heavy Traffic
- IX - Storage - Active, Custodial Closets
- X - Storage - Inactive, Mechanical Rooms, Communication Rooms



