

State of Florida
Department of Transportation
District Five
Procurement Office, M.S.#524
719 South Woodland Boulevard
DeLand, Florida 32720-6834

REQUEST FOR PROPOSAL REGISTRATION

**PLEASE COMPLETE AND RETURN THIS FORM ASAP
TO THE ABOVE ADDRESS OR FAX TO (386) 943-5405**

RFP Number: RFP-DOT-11/12-5016-PDW

Title: JANITORIAL SERVICES FOR F.D.O.T. ORLANDO OFFICE COMPLEX

Proposal & Price Due Date & Time: April 17, 2012 @ 3:00 P.M.

Proposal Opening Time: April 17, 2012 @ 3:30 P.M.

Price Opening Time: April 27, 2012 @ 10:30 A.M.

Potential proposers should notify our office by returning this Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Florida Department of Transportation Procurement Office at (386) 943-5405, or mail to the address noted above.

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

Company Name: _____

Address: _____

City, State, Zip: _____

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

Contact Person: _____

Internet E-Mail Address: _____

For further information on this process, you may e-mail or telephone: P. Diane Warnock, diane.warnock@dot.myflorida.com, (386) 943-5513.

VENDOR DATA SHEET
JANITORIAL SERVICES FOR F.D.O.T. ORLANDO OFFICE COMPLEX

Bid Number: RFP-DOT-11/12-5016-PDW

FEDERAL EMPLOYER IDENTIFICATION NUMBER FEID): _____
(State Purchasing System (SPURS) Vendor Number)

VENDOR NAME: _____

CORPORATE STRUCTURE: (Inc./LLC): _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: (800) _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

INTERNET WEBSITE URL: _____

LOCAL OFFICE INFORMATION, (If other than above)

CONTACT NAME: _____

ALTERNATE CONTACT: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CELLULAR: _____

TOLL FREE NO.: (800) _____ FAX NO.: _____ / _____

INTERNET E-MAIL ADDRESS: _____

RFP Requirements

1) REGISTERED IN MYFLORIDAMARKETPLACE: (Y/N) _____ Attach Proof

2) AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA (Y/N) _____ Attach Proof

3) LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA (Y/N) _____ Attach Proof

(signature)

(title)

VENDOR DATA SHEET
JANITORIAL SERVICES FOR F.D.O.T. ORLANDO OFFICE COMPLEX

MFMP Transaction Fee:

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

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

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

Proposer: _____

FEID # _____

Address: _____

City, State, Zip _____

Authorized Signature: _____

Date: _____

Printed / Typed: _____

Title: _____

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION
RFP-DOT-11/12-5016-PDW**

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

YES

NO

Signed: _____

Title: _____

Date: _____

MBE PLANNED UTILIZATION

PROCUREMENT NO. RFP-DOT-11/12-5016-PDW FINANCIAL PROJECT NO. 243376-1-A1-02
(DEPARTMENT USE ONLY)

DESCRIPTION: JANITORIAL SERVICES FOR F.D.O.T. ORLANDO OFFICE COMPLEX

I, _____, _____
(NAME) (TITLE)

of _____

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

IF I HAVE INDICATED ABOVE THAT A PORTION OF THE PROJECT COSTS WILL BE SUBCONTRACTED TO CERTIFIED MBE(S), THE FIRMS CONSIDERED AS PROPOSED SUBCONSULTANTS/CONTRACTORS AND THE TYPES OF SERVICES OR COMMODITIES TO BE SUBCONTRACTED ARE AS FOLLOWS:

MBE SUBCONSULTANTS/CONTRACTORS

TYPES OF SERVICES/COMMODITIES

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

Signed: _____

Title: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS
RFP-DOT-11/12-5016-PDW

375-030-60

Florida Statutes
PROCUREMENT

287.135

06/11

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone Number: _____
Email Address: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

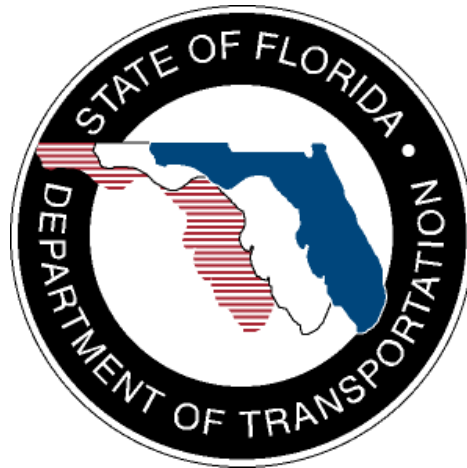
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum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

Certified By: _____,

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

Authorized Signature Print Name and Title: _____

**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL
RFP-DOT-11/12-5016-PDW

JANITORIAL SERVICES FOR F.D.O.T. ORLANDO OFFICE COMPLEX

CONTACT FOR QUESTIONS:

P. Diane Warnock
diane.warnock@dot.myflorida.com
Fax: (386) 943-5405
Phone: (386) 943-5513
Florida Department of Transportation
District Five Procurement Services, M.S.#524
719 South Woodland Boulevard
DeLand, Florida 32720-6834

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the "Department", requests written proposals from qualified Proposers to provide **Janitorial Services for Orlando Office Complex, located at 133 South Semoran Boulevard, Orlando, Florida 32807.** It is anticipated that the term of the contract will begin on **June 1, 2012** and be effective through **May 31, 2014.**

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

2) SCOPE OF SERVICES

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

3) TIMELINE

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

<u>ACTION / LOCATION</u>	<u>DATE</u>	<u>LOCAL TIME</u>
ADVERTISEMENT DATE VBS -	04-03-2012	8:00 AM
SITE VISIT - See Section 4, page 11, under Special Conditions for information and instructions		
DEADLINE FOR TECHNICAL QUESTIONS - (There is no deadline for administrative questions)	04-11-2012	10:00 AM
PROPOSALS DUE (Technical and Price) - P. Diane Warnock, M.S.#524, (386) 943-5513 Florida Department of Transportation 719 South Woodland Boulevard, DeLand, Florida 32720-6834	04-17-2012	3:00 PM
PUBLIC OPENING (Technical Proposal) - Florida Department of Transportation Osceola Conference room, fourth floor 719 South Woodland Boulevard, DeLand, Florida 32720-6834	04-17-2012	3:30 PM

PUBLIC MEETING TO AVERAGE TECHNICAL SCORES OPEN PRICE PROPOSALS AND DETERMINE INTENDED AWARD – 04-27-2012 10:30 AM
Florida Department of Transportation
Osceola Conference room, fourth floor
719 South Woodland Boulevard, DeLand, Florida 32720-6834

SELECTION MEETING TO SUMMARIZE EVALUATIONS AND DETERMINE ANTICIPATED AWARD - 04-30-2012 8:15 AM
Florida Department of Transportation
Secretary's Conference room, fourth floor
719 South Woodland Boulevard, DeLand, Florida 32720-6834

POSTING OF INTENDED AWARD - 04-30-2012 9:00 AM
****All postings on VBS 72 hours****

4) AGENDA FOR PUBLIC MEETINGS

Agenda - Opening of Technical Proposals

Starting Time, See "Timeline" section

- Opening Comments, Introductions
- Open Technical Proposals and announce names of submitting firms
- Adjourn meeting

Agenda – Public Meeting to Average Technical Scores, Open Price Proposals and Determine an Intended Award

Starting Time, See "Timeline" section

- Opening Comments, Introductions
- Calculate Average Technical evaluation scores
- Announce Firms Technical Scores
- Announce the firms and their price(s) as Proposals are opened
- Calculate Price Scores
- Calculate Total Scores (Technical Scores plus Price Scores)
- Announce Intended Award
- Announce time and date of Selection Committee Intended Award meeting.
- Adjourn

Agenda – Selection Committee Meeting to Summarize Evaluations and Determine Anticipated Award

Starting Time: see the "Timeline" section

- Summarize Technical Evaluation Scores
- Summarize Price Proposal Scores
- Summarize Total Scores (Technical Scores plus Price Proposal Scores)
- Announce Anticipated Award decision
- Announce time and date decision will be posted on the Vendor Bid System (VBS)
- Adjourn

5) SPECIAL ACCOMMODATIONS

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

SPECIAL CONDITIONS

1) MyFloridaMarketPlace

Since July 1, 2003, the Department has been using the State of Florida's web-based electronic procurement system, MyFloridaMarketPlace. PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY WILL BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

2) QUESTIONS & ANSWERS

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

No negotiations, decisions, or actions will be initiated or executed by a Proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the department will be considered as a duly authorized expression on behalf of the Department. Questions submitted after the applicable deadline stated in the Timeline will not be answered. When, in the sole judgment of the Department, responses to questions require revisions to any procurement related document an appropriate addendum will be posted on the VBS website.

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

WRITTEN TECHNICAL and ADMINISTRATIVE QUESTIONS should be submitted to Procurement Agent in writing by (e-mail): **P. Diane Warnock, diane.warnock@dot.state.fl.us, 719 South Woodland Boulevard, DeLand, Florida 32720-6834, phone (386) 943-5513 & Fax (386) 943-5405.**

3) QUALIFICATIONS AND REQUIREMENTS

3.1 General

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

3.2 Experience and Qualifications of Key Personnel

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department's Project Manager. Where State of

Florida registration or certification is deemed appropriate, a copy of the registration or certificate should be included in the proposal package.

3.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida. Such authorization must be obtained prior to submitting a Technical and Price Proposal. Failure to obtain the required authorization by the deadline will result in the Proposer being declared non-responsive and the contract may be awarded to the next highest ranked responsive Proposer.

For information regarding authorization, contact:

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

3.4 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained prior to submitting a Technical and Price Proposal. Failure to obtain the required authorization by the deadline will result in the Proposer being declared non-responsive and the contract may be awarded to the next ranked responsive Proposer. For licensing information, contact:

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

The Proposer must submit in a separate section (Section 11.5) of its Technical Proposal copies of any and all Licenses, Registrations and/or Certifications that apply to the work described in Exhibit "A", Scope of Services. These Certificates will not count towards any page limit.

3.5 Unauthorized Aliens

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

4) SITE VISIT

Each bidder must fully acquaint themselves with the conditions which may in any manner affect the work to be done or the equipment, materials and labor required to perform the services required under the conditions of this bid. **This requires a site visit.** Ignorance of the conditions or requirements will not relieve the Vendor from their liability and obligation under the contract. Bidders may request and make arrangements to schedule a site visit by contacting **Mr. Ray Richardson** or **Mr. Keith Holmes, Facilities Management** at **(407) 482-7895** between 7:00 a.m. to 3:30 p.m., Monday through Friday.

*** Exhibit "F", page F-1, Orlando Office Complex is included for informational purposes only and is not to scale.**

5) **PROPOSER'S FACILITIES**

5.1 **Review of Proposer's Facilities**

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

5.2 **Disqualification**

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

6) **DIVERSITY ACHIEVEMENT**

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding

MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

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

7) **COSTS INCURRED IN RESPONDING**

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

8) **PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS**

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

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

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall

constitute

a waiver of proceedings under Chapter 120, Florida Statutes.

9) **TECHNICAL REVIEW AND SELECTION COMMITTEE**

The Department will appoint a Technical Review Committee that will be composed of three (3) persons who collectively have experience and knowledge in contract procurement. The committee will be involved in the reviews/evaluations, presentations, and recommendation for award. The Technical Review Committee may be assisted by one or more technical advisors with specific expertise required to review the Technical Proposals. A Selection Committee will be established and will make all final procurement decisions.

10) **AWARD OF CONTRACT**

The contract will be awarded to the responsible and responsive Proposer whose Proposal is determined to be the most advantageous to the State. The Department will hold a public meeting of the Selection Committee to review the Technical Proposal scores, Price Proposal scores and total scores of the Proposers. The Selection Committee will adjust the Technical and Price Proposal scores as it deems appropriate. After review and adjustment if any, the total of the Technical Proposal score and the Price Proposal score will be determined for each responsive Proposer. The Proposer with the highest total score will be the apparent winner. If the Department is confronted with identical scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code. The final decision will be determined by the Selection Committee. A statement will be placed in the procurement file that explains the basis for Proposer selection. The Department at its sole discretion reserves the right to reject any Proposal submitted with an unreasonably high or unreasonably low Price Proposal.

The Department reserves the right to accept or reject any or all Technical Proposal and Price Proposals received. The Department is not obligated to execute a contract and may terminate the solicitation at any time.

11) **PROPOSAL FORMAT INSTRUCTIONS**

11.1 **General Information**

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

PART I TECHNICAL PROPOSAL NUMBER **RFP-DOT-11/12-5016-PDW**
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER **RFP-DOT-11/12-5016-PDW**
(One Separately Sealed Package for Prices)

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

11.2 **Technical Proposal (Part I) (5 hardcopies and 1 CD)** (Do not include price information in Part I)

The Proposer must submit **one (1) original, (4) copies and (1) CD** of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-11/12-5016-PDW".

1. EXECUTIVE SUMMARY (Limit 5 pages)

The Proposer shall provide an Executive Summary to be written in nontechnical language to summarize the Proposer's overall capabilities and approaches for accomplishing the services specified herein.

2. PROPOSER'S MANAGEMENT PLAN (Limit 5 pages)

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

a. Administration and Management

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

b. Identification of Key Personnel

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

3. PROPOSER'S TECHNICAL PLAN (Limit 5 pages)

The Proposer shall provide a technical plan which explains technical approach and facility capabilities.

a. Technical Approach

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

b. Facility Capabilities

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

4. WORK PLAN (Limit 2 pages)

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

11.3 Presenting the Technical Proposal

The technical proposal shall be limited to a page size of eight and one-half by eleven inches (8 1/2 x 11). The proposals should be indexed and all pages sequentially numbered. The proposals should be indexed and all pages sequentially numbered.

**** USE BLACK AND WHITE, NO COLORS**

**** SINGLE SIDED PAGES**

**** DO NOT ADD ANY APPENDICES.**

**** LIMIT YOUR PROPOSAL TO THE NUMBER OF PAGES ALLOWED.**

**** TAB YOUR PROPOSAL (1, 2a, 2b, 3)**

**** DO NOT USE RING BINDERS, EDGE BINDING OR LAMINATED PAGES.**

**** INSTEAD OF BINDERS USE A SINGLE METAL CLIP OR STAPLE**

**** USE FONT SIZE 10 OR GREATER.**

11.4 Price Proposal (Part II) (2 hardcopies (1) original, (1) copy

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-11/12-5016-PDW". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal. (Exhibit "C")

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

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

11.5 Certifications / Forms **Include Certifications in a separate section of the Technical Proposal as required by section 3.4, with all required forms.**

12) **LIABILITY INSURANCE**

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office M.S.#524, P. Diane Warnock, 719 South Woodland Boulevard, DeLand, Florida 32720-6834** within **ten (10) days** after the ending date of the period for posting the intended award decision.

13) **COPYRIGHTED MATERIAL**

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

14) **TRADE SECRETS**

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "**Attachment to Request for Proposals, Number RFP-DOT-11/12-5016-PDW - Confidential Material**". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

15) **ADDITIONAL TERMS & CONDITIONS**

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

16) SUBMISSION OF PROPOSALS

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

Florida Department of Transportation
Attn: P. Diane Warnock, M.S.#524
719 South Woodland Boulevard
DeLand, Florida 32720-6834
Phone # (386) 943-5513

It is the Proposer's responsibility to assure that the Proposal (Technical and Price Proposal) is delivered to the proper place on or before the Proposal due date and time (See introduction Section 3 Timeline). Proposals which for any reason are not so delivered will not be considered.

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

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

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

17) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL OF PROPOSALS

Proposers may modify submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and must be signed by an authorized signatory of the proposer. Upon receipt and acceptance of such a request, the entire proposal will be returned to the

proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the proposal. The RFP number, due date and time should appear on the envelope of the modified proposal.

18) OPENING OF PROPOSALS

All proposal openings are open to the public. Technical Proposals will be opened by the Department at the date, time and location in the Timeline. The public may attend the opening but may not review any Proposals submitted until they become public records in accordance with the law.

19) RESPONSIVENESS OF PROPOSALS

19.1 Timeliness of Proposals

Proposals will not be considered if not received by the Department on or before the date and time and at the location specified. A responsive Proposal is an offer to perform the Scope of Services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving a score of **ninety (90) points** or more on the technical Proposal evaluation. Proposals that do not make a Technical Score of **ninety (90) points** or more will be considered "Non-Responsive" and the corresponding Price Proposals will not be considered. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained.

19.2 Other Conditions

Other conditions which may cause rejection of proposals include, but are not limited to, evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, being on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects, submissions of more than one Proposal by

the Proposer, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, improper and/or undated signatures, or failure to comply with any of the requirements contained in this RFP.

19.3 Determination of Responsiveness

All Proposals will be reviewed by the Department's Procurement Office and/or Project Manager for

responsiveness. The final determination of responsiveness is reserved to the Selection committee. The Department reserves the right to accept or reject any or all Proposals received and reserves the right to make an award without further discussion of the Proposals submitted. Therefore, the Proposals should be submitted initially in the most favorable manner. It is understood that the Proposal will become a part of the Department's official file, without obligation to the Department.

19.4 Waiver of Irregularities

The Department may waive minor informalities or irregularities in documents received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the Department's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

19.5 Multiple Proposals

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

20) PROPOSAL EVALUATION

20.1 Evaluation Process:

The Procurement Office will distribute to each member of the Technical Review Committee a copy of each Technical Proposal. The Technical Review Committee members will then independently evaluate the Technical Proposals based on the criteria established in the section below entitled "Criteria for Evaluation". The Technical Review Committee will assign points, utilizing the technical evaluation criteria identified herein and complete a Technical Summary of each responsive Technical Proposal submitted. A public meeting will be held to announce the Technical Proposal scores, calculate the Price Proposal scores and the Total Score for each responsive Proposer. The Total Score for each Proposer will be the sum of the Technical Proposal Score and the Price Proposal Score. The highest Total Score will be the intended Award. The results will be submitted to the Selection Committee. The Selection Committee will review the scores and adjust the points as it deems appropriate and confirm the intended Award. The Award will become final in accordance with Florida Statutes.

20.2 Criteria for Evaluation

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

20.3 Technical Proposal (130 Points)

Technical evaluation is the process of reviewing the Proposer's Executive Summary, Proposer Experience and Qualifications to assure a quality product.

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

	<u>Point Value</u>
1. Executive Summary	20
2. Management Plan	40
3. Technical Plan	40
4. Work Plan	30

20.4 Price Proposal (30 Points)

Price evaluation is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted in Exhibit "C", Price Proposal of this document. Proposer will be awarded Price Points based on the formula below.

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

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

21) POSTING OF DECISIONS

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

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

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

21.2 - Inability to Post:

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

21.3 - Request to Withdraw Proposal:

Requests for withdrawal will be considered if received by the Department, in writing, within seventy-two (72) hours after the price proposal opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the proposer.

22) COMMENCEMENT OF SERVICE

Services will be authorized to commence upon a written "Notice to Proceed" from the Department based on the date shown in the "Notice to Proceed".

23) CONTRACT DOCUMENTS

The Department and Vendor shall execute the "Standard Written Agreement" attached hereto for services relating to this invitation to RFP, and the contract document shall include:

Exhibit "A" - Scope of Services & PUR 1000 – pages A-1 to A-18

Exhibit "B" - Method of Compensation – page B-1 to B-2

Exhibit "D", Quality Evaluation – page D-1

Exhibit "E" – F.D.O. T. Standards – page E-1

24) METHOD OF COMPENSATION

See Exhibit "B", Method of Compensation and Exhibit "C", Price Proposal. **Exhibit "C", Price Proposal will be incorporated into the contract document, Exhibit "C" for bidding purposes only.**

25) SCRUTINIZED COMPANIES LISTS

Section 287.135, Florida Statutes, requires that at the time a company submits a bid or proposal for a contract for goods or services of \$1 million or more, the company must certify that the company is not on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. RFP responses of \$1 million or more must include the attached **Scrutinized Companies Lists** Form to certify the respondent is not on either of those lists. The Form should be submitted with the Price Proposal.

26) RESERVATIONS

The Department reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Department's official file, without obligation to the Department.

27) "DRUG-FREE WORK PLACE" PREFERENCE

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

28) ATTACHED FORMS, To be included in a separate section of the Technical Proposal marked "Required Forms"

Part #1

Registration Form
Vendor Data Sheet
Drug Free Workplace Certification
MBE Minority Planned Utilization
Scrutinized Companies Lists Vendor Certification

Part #2

Exhibit “C”, Price Proposal – page C-1 (**upon award Exhibit “C” combined with Exhibit “B”, See Section 24, page 19, Method of Compensation**)

Price Proposal Form, to be submitted in a separate sealed envelope. **Do not include with the Technical Proposal, Submit in a separate sealed envelope**

29) ATTACHED FORMS PUR 1001, GENERAL INSTRUCTIONS TO RESPONDENTS

This is a standard form (PUR 1001) from the Department of Management Services that the Department is required to include in all formal solicitations. The following paragraphs do not apply to this Request for Proposal:

PUR 1001

Paragraph 3, Electronic Submission
Paragraph 4, Terms and Conditions
Paragraph 5, Questions
Paragraph 12, Public Opening
Paragraph 13, Electronic Posting
Paragraph 14, Firm Response
Paragraph 19, Public Records
Paragraph 20, Protests
Paragraph 21, Limitation on Vendor Contact

STANDARD CONTRACT TERMS AND CONDITIONS

The following form PUR 1001 is a standard contract terms form that the Department includes in all procurements, except that paragraphs 3, 4, 5, 12, 13, 14, 19, 20, and 21 do not apply to this Request for Proposal. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the procurement documents. That substance located elsewhere continues to apply regardless of this exception paragraph.

State of Florida PUR 1001 General Instructions to Respondents

Contents

1. Definitions.
2. General Instructions.
- ~~3. Electronic Submission of Responses.~~
- ~~4. Terms and Conditions.~~
- ~~5. Questions.~~
6. Conflict of Interest.
7. Convicted Vendors.
8. Discriminatory Vendors.
9. Respondent's Representation and Authorization.
10. Manufacturer's Name and Approved Equivalents.
11. Performance Qualifications.
- ~~12. Public Opening.~~
- ~~13. Electronic Posting of Notice of Intended Award.~~
- ~~14. Firm Response.~~
15. Clarifications/Revisions.
16. Minor Irregularities/Right to Reject.
17. Contract Formation.
18. Contract Overlap.
- ~~19. Public Records.~~
- ~~20. Protests.~~
- ~~21. Limitation on Vendor Contact with Agency During Solicitation Period~~

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

~~**3. Electronic Submission of Responses.** Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent~~

agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;

- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.

- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment

from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

~~**12. Public Opening.** Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).~~

~~**13. Electronic Posting of Notice of Intended Award.** Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fen.state.fl.us/owa_vbs/owa/vbs_www_main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.~~

~~**14. Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.~~

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

~~**19. Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.~~

~~**20. Protests.** Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.~~

~~Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.~~

~~Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."~~

~~Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."~~

~~**21. Limitation on Vendor Contact with Agency During Solicitation Period.** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.~~

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

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

Check off each the following:

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

RFP No.: RFP-DOT-11/12-5016-PDW

TITLE: JANITORIAL SERVICES FOR F.D.O.T. ORLANDO OFFICE COMPLEX

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
PROCUREMENT
OGC - 06/11
Page 1 of 8

Agreement No.: BD
Financial Project I.D.: 243376-1-A1-02
F.E.I.D. No: F
Appropriation Bill Number(s)/Line Item Number(s) for 1st year of
contract, pursuant to s. 216.313, F.S.: N/A
(required for contracts in excess of \$5 million)
Procurement No.: RFP-DOT-11/12-5016-PDW
D.M.S. Catalog Class No.: 991-450

BY THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and _____ of _____ duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the
Director of Transportation Operations

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or May 31, 2014, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
- Services shall commence upon written notice from the Department's Contract Manager and shall be completed by May 31, 2014 or date of termination, whichever occurs first.
- Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

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

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

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

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3 - Travel, Department's Disbursement Operations Manual, 350-030-400.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering reprourement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 100,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 100,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in with this Agreement in the amount of \$ _____.

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

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

No Bond is required.

Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. CERTIFICATION. With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect and showing the Department to be an additional certificate holder.

5. COMPLIANCE WITH LAWS

A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

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

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

(1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
 - F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
 - G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
 - H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
 - I. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (a) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (b) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

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

- B. Select the appropriate box:

The following provision is not applicable to this Agreement:

The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned.

The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned.

The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826
(800)643-8459

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

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. Vendor/Contractor:
 - 1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- I. Time is of the essence as to each and every obligation under this Agreement.

J. The following attachments are incorporated and made a part of this agreement:

- Exhibit "A", Scope of Services – pages A-1 to A-18
- Exhibit "B", Method of Compensation – pages B-1 to B-2
- Exhibit "E", F.D.O.T. Standards – page E-1

K. Other Provisions:

- Exhibit "D", Quality Evaluation – page D-1

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

Name of Vendor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Authorized Signature

By: _____
Authorized Signature

(Print/Type)

Alan E. Hyman, P.E.
(Print/Type)

Title: _____

Title: Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

LEGAL REVIEW:

Procurement Office

EXHIBIT "A"
SCOPE OF WORK
JANITORIAL SERVICES
FDOT DISTRICT FIVE ORLANDO OFFICE COMPLEX
133 S. SEMORAN BLVD
ORLANDO, FLORIDA 32807

I. OBJECTIVE:

The Florida Department of Transportation is seeking office cleaning services from qualified janitorial vendors for their office complex located at 133 S. Semoran Blvd., Orlando, FL. 32807.

This service will be performed in such a manner to assure the facility is maintained in a clean, sanitary and attractive condition.

II. FACILITY LAYOUT:

The Orlando Office Complex, a one story building approximately 59,000 sq. ft. in size, is sectioned into three main areas which house, The Florida Department of Transportation (43,400 sq. ft.), The Florida Highway Patrol (10,000 sq. ft.), and The Regional Traffic Management Center (5,600 sq. ft.) which is occupied and operational 24 hours a day, 7 days a week.

III. SERVICE HOURS:

Janitorial services shall be accomplished between the hours of 4:30 PM and 12:00 AM Monday through Friday for all three areas of the building. In addition, The Regional Traffic Management Area (5,600 sq. ft.) shall be cleaned Saturday and Sunday between the hours of 8:00 AM and 12:00 PM. The facility has several conference rooms that may be in use later than 5:00 PM and may require adjustments to the cleaning schedule of a particular area. The Department will provide advanced notification of these meetings.

IV. DAY PORTER:

In addition to nightly cleaning services, as detailed in this Scope, the vendor shall provide a part time employee to provide cleaning services between the hours of 10:00 a.m. to 2:00 p.m., Monday through Friday, excluding State holidays. The following duties shall be provided by the day porter.

- A. Routinely restock all bathrooms with products and maintain the cleanliness of all restrooms in both buildings.
- B. Maintain the cleanliness of the two main break rooms and the break area within the Regional Traffic Management Center.
- C. Clean spills throughout the building.

- D. Empty all cigarette receptacles on the outside entrances and designated smoking areas on the Complex once daily.
- E. Police Complex grounds and pick up waste paper and debris once daily.
- F. Sweep all outside building entrances once daily.
- G. Clean and straighten all Conference rooms after each use.
- H. Clean entry glass store fronts every two weeks.
- I. Provide other emergency cleaning necessary as directed by the Facilities Manager.

V. SECURITY REQUIREMENTS:

- A. SECURITY I.D BADGES - The DEPARTMENT will provide SECURITY I.D BADGES to the VENDOR for all CONTRACT employees. I.D. Badges will allow access to most areas of the facility. I.D. badges shall be worn at all times in the building and on DEPARTMENT property.
- B. EMPLOYEE LIST- The VENDOR shall furnish the DEPARTMENT a list of employee names and assigned work locations within the building. The Vendor shall update and notify the Department immediately upon any change of personnel or change in work location assignment.
- C. ON-SITE SUPERVISOR – Included with the list of employees, the Vendor shall identify an on-site supervisor who shall be responsible for employees and all work performance related to this contract. The on-site supervisor shall be present during all hours work is performed at the facility and will have the ability to read, write and speak the English language.
- D. BACKGROUND CHECKS – The Vendor shall be responsible for obtaining FDLE background checks on each employee working on this contract. Background check documentation, on the Vendor's employees shall be provided to the Department's Project Manager at the Pre-Work Meeting, for verification, prior to issuance of identification badges.

VI. FACILITY REGULATIONS:

- A. Only Contract employees who are on the work list, and have acceptable background check documentation are authorized in the building.
- B. The Vendor's on-site supervisor shall insure that all exterior and restricted interior doors remain locked during the performance of work.
- C. Smoking is prohibited in the Building.
- D. Alcohol and illegal drugs are prohibited on the Premises as well as any Contract employees who are under the influence of alcohol or illegal drugs.
- E. Contract employees shall not use the Department's equipment, computers, fax machines, copiers, telephones or personal items owned by Department's employees.
- F. All Vendor personnel shall adhere to the Department policies and procedures regarding discrimination, sexual harassment and violence in the workplace, as detailed in Exhibit "E", D.O.T. Standards.

VII. INDIVIDUAL CONSUMABLE SUPPLIES:

- A. The Department shall purchase and furnish to the Vendor the following individual consumable products:
 - 1. Liquid Hand Soap (restrooms, break areas)
 - 2. Paper Hand Towels (restrooms, break areas)
 - 3. Toilet Tissue (restrooms)
 - 4. Tampons/Sanitary Napkins (restrooms)
 - 5. Toilet Seat Protectors (restrooms)
 - 6. Trash Can Liners, Sm., M, Lg. (throughout the building)

- B. The Vendor shall check and fill dispensing units on each cleaning shift.

VIII. CLEANING PRODUCTS AND EQUIPMENT:

- A. The Vendor shall furnish all equipment and cleaning products necessary to complete services as detailed within this contract.

- B. Equipment, cleaning supplies and materials shall be stored in a clean, neat and safe manner within designated areas in the facility. No flammable products, including gasoline, shall be stored in the facility.

- C. Environmentally sensitive cleaning products shall be supplied that are Green Seal Certified. The Vendor will supply MSDS Sheets for the products supplied and manufacturer cut sheets to the Owner's representative to verify the Green Seal Certification of the products. The Owner will provide a list of manufacturer's of Green Seal Certified cleaning products that are commercially available. The Vendor may use the list as a reference or go directly to the Green Seal web site for product availability.

- D. Cleaning equipment such as vacuums, floor buffers, floor stripers and scrubbers, carpet shampoos etc., shall be commercial grade that leave a professional finished product and will withstand the rigors of daily use in a facility of this size.

- E. Vacuum Cleaners shall be Commercial Grade Backpack style with HEPA filters as a minimum.

- F. The Vendor shall submit a list of equipment and all cleaning chemicals, with MSDS literature, at the Pre-Work Conference. All equipment and cleaning chemicals shall be approved by the Departments Project Manager prior use in the building.

- G. The following cleaning chemicals shall be used in the building:
 - 1. FLOOR STRIPPER
 - 2. FLOOR CLEANER
 - 3. FLOOR FINISH
 - 4. ALL-PURPOSE CLEANER
 - 5. RESTROOM CLEANER
 - 6. STAINLESS STEEL CLEANER

7. DISINFECTANT/CLEANER
8. GLASS CLEANER
9. FURNITURE POLISH
10. CARPET CLEANERS- Products must be designed for carpet cleaning as well as the machine used with the cleaner. Must be water based. Must not leave any residue that is sticky or soil catching. Bonnet cleaning, dry foam and water extraction chemicals are all accepted methods provided those products are used according to the manufacturer's direction and with proper equipment, (i.e. an accepted dry foam shampoo is unacceptable when used with the bonnet or water extraction system). Host Carpet Cleaning System is acceptable when used with Host Machine.
11. CARPET SPOTTERS- Must remove all common soils such as coffee, ink, cola, fruit juice, food, oil, fat, grease, lipstick, etc. Must be safe on all colorfast carpet and not leave a ring. pH of 10.5 is preferred. Must be water based.
12. MISCELLANEOUS- The use of bleach and ammonia in the cleaning of the building is prohibited.

IX. CUSTODIAL SERVICES: The Vendor shall provide the following services:

A. DAILY REQUIREMENTS:

OUTSIDE AREAS - approaches, smokers area, and outdoor break area.

1. Sweep, vacuum and remove all foreign matter from sidewalks surrounding buildings, break areas, smoker's areas.
2. Sweep, vacuum, and remove all foreign matter from all entrances, doormats and rugs, including under mats and rugs.
3. Empty all ashtrays and clean surfaces of ashtrays. Ashtrays are located in designated smoking areas outside of buildings

INSIDE AREAS - Floors, Trash, etc.

1. Remove all soil, stains, marks, and spots from vinyl, VCT and ceramic floor tiles, including baseboards and grout joints.
2. Damp mop all vinyl, VCT tile using a mild cleaner and clear water solution including area underneath tables in break rooms.
3. Damp mop all ceramic tile floors.
4. Vacuum all carpeting to include inside cubicle areas. Spot clean carpet spills as necessary.

FURNISHINGS

1. Using a treated cloth, remove dust and smudges from all furnishings, such as: desks, chairs, file cabinets, pictures, phones, window sills, tables, refrigerator, ice machine, and vending machines.
2. Wash all tabletops and chair seats in break rooms and conference rooms. Replace chairs around tables when finished.

WASTE RECEPTACLES – To include all common areas, hard wall offices and cubicle offices.

1. Remove all waste from trash receptacles and transport to dumpster outside.

2. All waste, with the exception of flattened cardboard boxes, should be in plastic bags closed at top, before being placed in dumpster.
3. Place clean plastic bag liner inside of waste receptacle, making sure top edge is banded to top of receptacle in a neat manner.
4. Pick up loose paper and material around trash collection areas flatten all cardboard boxes and place in recycling container for removal.
5. Empty all recycle containers in the building and place recycled material, paper and cardboard in the recycle container located outside the building

DRINKING FOUNTAINS

1. Clean any sediment and residue around bubbler.
2. Clean entire top of fountain.
3. Disinfect.

RESTROOMS

1. Remove all waste, clean and disinfect dispensing units.
2. Remove all marks and stains, clean and disinfect all toilet bowls, seats, urinals and flush valves.
3. Clean and disinfect all lavatories with cleaners not harmful to the finish and wipe dry. Leave no residue around or on fixtures.
4. Damp mop floors using disinfectant/cleaner in water and a clean pickup mop. Stains may be removed using vinegar and warm water. Hand clean as necessary around the bases of toilets and urinals to ensure a clean floor.
5. Wipe mirrors, leave clean and dry, no streaks.
6. Refill all consumable supplies such as: toilet tissue, paper towels, soaps and sanitary napkins. The toilet supplies to be furnished by the Department.
7. Remove all dust from ledges, mirrors, etc
8. Remove all marks, soils, stains, and water marks from partitions and walls.

CUSTODIAL CLOSETS

1. Custodial closet walls, floors, sinks, etc., shall be cleaned to the same standards as the rest of the building.

LIGHTS

1. Turn off all lights not required for cleaning.
2. Turn off all lights when custodial work is completed.
3. Report burned out lights in all janitorial closets

B. WEEKLY REQUIREMENTS:

WASTE RECEPTACLES

1. Clean waste receptacles inside and out to make sure no hand marks, dirt smudges or dirty watermarks are visible.

FURNISHINGS

1. Clean and dust all uncluttered desktops, work surfaces, file cabinet tops, and horizontal surfaces.

WALLS AND DOORS

1. Dust and wash using a mild liquid cleanser, remove all hand marks and soiled spots, including entrance doors.

RESTROOMS

1. Wash all ceramic walls using a disinfectant cleaner and water.

GLASS AT ENTRANCE AREAS

1. Remove all marks from exterior and interior glass at all entrance doors and lobby areas. Leave clear and dry, streak free.

C. MONTHLY REQUIREMENTS:

AIR CONDITIONING VENTS AND GRILLS

1. Remove dust, grease, and spot clean

FURNISHINGS

1. Vacuum all upholstered furniture.

WINDOWS

1. Remove dust from blinds and window sills.

D. QUARTERLY REQUIREMENTS:

REFRIGERATORS

1. Remove all food from refrigerators and clean inside and out.

WINDOWS

1. Wash interior of all windows and windowsills

E. SEMI-ANNUAL

HARD SURFACE FLOORS

1. Strip, seal and wax all hard surface floors. All vinyl and VCT tile to keep high protective shine at all times using a non-slip, non-powdering finish.
2. Scrub and clean all ceramic tiles in restrooms to remove accumulated soil and when tile is dry apply tile sealer to surface of floor to maintain a clear, shiny non slip finish.

F. ANNUAL

CUBICLES

1. Vacuum all open office panels including under the work surfaces.

X. QUALITY CONTROL :

A. INSPECTION AND ACCEPTANCE

1. All services rendered under this contract, including quality of work, are subject to inspection by the Departments Project Manager, or designee.
2. The Vendor's on-site supervisor shall be available to meet, briefly, with the Department's Project Manager or designee at the beginning of each evening work shift between the hours of 4:30 and 5:30pm. The purpose of the nightly meeting is to review administration changes in personnel, evaluate cleaning performance and resolve any outstanding problem.
3. In order to expedite time and document performance at nightly meetings the Department's Project Manager or designee shall provide a written list of items or issues that may need attention. The Quality Evaluation Form (Exhibit "D", page D-1) may also be utilized as a means of documentation.
4. A senior Manager in the Vendor's organization shall meet at least monthly with the Department's Project Manager or designee. The agenda for this meeting shall be to review the nightly Evaluation Lists for the Month, inspect various areas of the facility, discuss cleaning issues, resolve any related problems and submit the monthly invoice for approval by the Project Manager.
5. The Vendor shall name an on-site supervisor who shall be present during all hours work is performed at the facility.

XI. PRE-WORK CONFERENCE:

Department Representatives shall meet with the Vendor and the on-site supervisor prior to beginning work under this contract. The two parties will review and coordinated work efforts within the scope of services. The Vendor shall submit the following at the meeting:

1. A list of Green Seal Certified cleaning supplies and relevant MSDS literature
2. A list of employees and a location work plan. Reference Section V. B.
3. Proof of background checks for all personnel performing work under this contract. Reference Section V. D.
4. A list of equipment being used to maintain and clean the building.
A proposed cleaning schedule for the upcoming year that will include the weekly, monthly, quarterly, semi-annual and annual cleaning requirements and the anticipated dates of those services.

XII. PAYMENT:

It shall be understood that acceptance and payment of invoices, by the Department, is contingent on the Vendor conducting the "Monthly Meeting" as described in Section X. A. 4. Contract funds, invoicing and payments are more specifically detailed in "Exhibit B", Method of Compensation, attached herein.

The attached Department of Management Services firm PUR 1000 is hereby incorporated into this Scope of Services by this reference, except that the following paragraphs do not apply: 5, 11, 19, 20, 22, 23, 25, 26, 27, 29, 31, 35, 40, 41, and 42. Deletion of these paragraphs shall not be deemed to be deletion of content contained elsewhere and the substance of these excepted paragraphs may be addressed in other locations in the Contract. That substance located elsewhere continues to apply regardless of this exception paragraph.

**State of Florida
PUR 1000
General Contract Conditions**

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
- ~~5. Additional Quantities.~~
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
- ~~11. Transportation and Delivery.~~
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
- ~~19. Indemnification.~~
- ~~20. Limitation of Liability.~~
21. Suspension of Work.
- ~~22. Termination for Convenience.~~
- ~~23. Termination for Cause.~~
24. Force Majeure, Notice of Delay, and No Damages for Delay.
- ~~25. Changes.~~
- ~~26. Renewal.~~
- ~~27. Purchase Order Duration.~~
28. Advertising.
- ~~29. Assignment.~~
30. Antitrust Assignment
- ~~31. Dispute Resolution.~~
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
- ~~35. Insurance Requirements.~~
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
- ~~40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).~~
- ~~41. Products Available from the Blind or Other Handicapped.~~
- ~~42. Modification of Terms.~~
43. Cooperative Purchasing.

- 44. Waiver.
- 45. Annual Appropriations.
- 46. Execution in Counterparts

- 47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) “Contract” means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

- (b) “Customer” means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.

- (c) “Product” means any deliverable under the Contract, which may include commodities, services, technology or software.

- (d) “Purchase order” means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(14) and (15) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

- (b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.

A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices.

Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

~~**5. Additional Quantities.** For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.~~

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

~~**11. Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.~~

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees.
CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers. 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 by calling the Division of Consumer Services at 1-877-693-5236.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. ~~The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.~~

~~Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.~~

~~The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.~~

20. Limitation of Liability. ~~For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.~~

~~Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.~~

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

~~**22. Termination for Convenience.** The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.~~

~~**23. Termination for Cause.** The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.~~

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

~~**25. Changes.** The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance.~~

Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

~~**26. Renewal.** Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.~~

~~**27. Purchase Order Duration.** Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.~~

~~Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.~~

~~Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.~~

~~The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.~~

~~Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.~~

~~Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.~~

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

~~**29. Assignment.** The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer.~~

~~In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.~~

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

~~**31. Dispute Resolution.** Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.~~

~~Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.~~

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

~~**35. Insurance Requirements.** During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.~~

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

~~**40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).** Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.~~

~~**41. Products Available from the Blind or Other Handicapped.** Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.~~

~~**42. Modification of Terms.** The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor.~~

~~No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.~~

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT "B"
METHOD OF COMPENSATION

1.0 PURPOSE:

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

2.0 ASSIGNMENT OF WORK:

Services to be provided will be initiated upon written "Notice to Proceed" and completed as directed by the Project Manager.

3.0 COMPENSATION:

For the satisfactory performance of services detailed in Exhibit "A", the Vendor shall be paid up to a Maximum Limiting Amount of \$_____ per year. This Maximum Limiting Amount will be for the initial period of the contract and any renewals. Monthly payments will be made in accordance with Section 4.0, Progress Payments.

The total amount of this agreement is expected to be funded by multiple appropriations. The State of Florida's performance and obligation to pay under this contract is contingent upon annual appropriation by the Legislature. Therefore, it is agreed that the Vendor will not be obligated to perform services nor incur costs which would result in exceeding the funding currently approved, nor will the DEPARTMENT be obligated to reimburse the Vendor for costs or make fee payments in excess of currently established funding. Currently funding in the amount of \$_____ is authorized for services for month one (June 2012) shown below. Funding for Fiscal Year 2013 shall be authorized beginning July 1, 2012 pending Legislative approval. The DEPARTMENT will provide written authorization through supplemental amendments when appropriations for subsequent fiscal years are available for this project.

The Maximum Limiting Amount shall be made up of:

\$ _____ from FY 2011/2012 1 month / June - 2012
\$ _____ from FY 2012/2013 12 months / July 2012 – June 2013
\$ _____ from FY 2013/2014 11 months / July 2013 – May 2014
\$ _____ from FY 2014/2015 (Renewal #1) 1 month/June 2014
\$ _____ from FY 2014/2015 (Renewal #1) 11 months/July 2014 - May 2015

This is Term Contract for a Definite Quantity whereby the Contractor agrees to furnish services during a prescribed period of time. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by supplemental amendment. Execution of this agreement does not guarantee that any work will be authorized.

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

4.0 PROGRESS PAYMENTS:

For the satisfactory completion of the services described in Exhibit "A" vendor shall receive a monthly Lump Sum payment in the amount of \$_____. This amount shall be inclusive of all salaries, wages, profit and expenses. No payment shall be made above the monthly amount unless modified by supplemental amendment. The Vendor shall submit monthly invoices (4 copies) in a format acceptable to the Department.

Invoices shall be submitted to: Florida Department of Transportation

District Facilities Manager , M.S. #526 .
719 South Woodland Boulevard .
DeLand, Florida 32720-6834 .

The Vendor has certified that _____% MBE utilization would be achieved for this contract. No MBE payment certification form shall be submitted with each invoice.

5.0 TANGIBLE PERSONAL PROPERTY:

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

EXHIBIT "C"
PRICE PROPOSAL
JANITORIAL SERVICES
ORLANDO OFFICE COMPLEX

INITIAL AGREEMENT PERIOD: TWO YEARS (Upon Notice to Proceed)

Price points will be awarded based on the monthly rate

MONTHLY RATE:

CONTRACT YEARLY AMOUNT:

\$ _____ X 24 MONTHS = \$ _____

Company Name: _____

Signature: _____

Print/Type Name: _____

Date: _____

EXHIBIT "D"
QUALITY EVALUATION

Inspector: _____

Date: _____ Ratings U = Unsatisfactory and S = Satisfactory

Area: _____

Item Inspected	Rating	Comments
(Rest Rooms)		
1. Floor/Grout		
2. Baseboards		
3. Walls/Grout		
4. Window Frames and Sills		
5. Toilets and Urinals		
6. Sinks/Faucets/Pipes		
7. Mirrors		
8. Towel Dispenser		
9. Waste Receptacles		
10. Counters		
11. Soap/Sanitary Napkin Dispenser		
12. Tissue Paper Holder		
13. Stalls		
14. Vents		
15. Doors and Frames		
16. Odor		
(Office Areas)		
17. Floor/Carpet		
18. Baseboards		
19. Walls		
20. Window Frames and Sills		
21. Blinds		
22. Desk/Counter/Filing Cabinet		
23. Dusting		
24. Waste Receptacles		
25. Vents		
(Public Areas)		
26. Conference Room/Tables		
27. Entrance Doors		
28. Entrance Litter		
29. Directories		
30. Drinking Fountain		
(Service Closets)		
31. Supplies/Equipment/Floors/Sinks		
Other:		
32. MSDS Current?		
33. Received Updated List of Personnel?		
34. Certificate of Insurance Current?		
35. Last Senior Manager's Monthly Meeting		

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

VIOLENCE IN THE WORKPLACE

The Department of Transportation will not tolerate any type of violence by any individual while in State offices, facilities, work sites, vehicles, or during the performance of State business. This includes the display of violent, aggressive, or threatening behavior (verbal or physical) that results in physical injury or emotional trauma or otherwise places any person’s safety or productivity at risk.

Anyone who threatens, harasses, or batters someone at the workplace or from the workplace using any State resources such as workplace phones, FAX machines, mail, e-mail or other means is acting in violation of the Department’s policy, and will be subject to corrective action, which may include reporting to his or her employer (the contractor), and notification to law enforcement.

Possession, use, or threat of use of a weapon is not permitted in the workplace or in a State building. Anyone who becomes aware of a weapon shall immediately notify the on-site supervisor, contractor and/or Contract Manager.

Any employee or subcontractor, who becomes aware of an instance or instances of violence, aggression, threatening behavior, or unauthorized possession of a firearm as described in this section shall report such occurrence to the on-site supervisor, the Contractor and/or Contract Manager immediately. The employer will promptly investigate the incident; and report it to the appropriate law enforcement authorities and the Department.

SEXUAL HARASSMENT

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

DISCRIMINATION

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

EXHIBIT "F" FLOOR PLAN ORLANDO OFFICE COMPLEX

F-1

