

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
SUNCOAST REGION**



**INVITATION TO NEGOTIATE (ITN)
ITN # 23GS17005**

JANITORIAL SERVICES FOR SUNCOAST REGION HEADQUARTERS

Mail or Deliver Responses to:
Marlon Brown
Department of Children and Families
General Services Specialist, Suite 600
9393 North Florida Ave
Tampa, FL 33612

Commodity Code #: 76110000

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), SunCoast Region is issuing this solicitation for the purpose of obtaining a Vendor who will perform janitorial services at the Regional Headquarters building located at 9393 North Florida Ave, Tampa, Florida, 33612. Approximately 600 employees are housed in the building. The building is a two-story office complex spanning approximately 115,000 square feet on the first floor and approximately 20,500 square feet on the second floor. The second floor is open storage, requiring minimal maintenance. Janitorial services are also required for the curb and parking areas. A complete listing of the janitorial services required is listed within Exhibit A of Attachment I (Appendix VII). Any person interested in submitting a reply must comply with any and all terms and conditions described in the Invitation to Negotiate (ITN).

1.2 Statement of Purpose

The Department is seeking to purchase janitorial service from a single qualified vendor to maintain the Regional Headquarters building in a manner appropriate to a publicly accessible professional office building. The services provided must be performed in such a manner that all applicable safety and health regulations are met and to prevent undue deterioration of the areas covered by the agreement.

The Department currently incurs an annualized cost of **\$117,453.60** for its janitorial services for the SunCoast Region Headquarters building. This price includes janitorial services, cleaning supplies, and paper products. The Department intends to award the agreement to one successful vendor.

1.3 Term of the Agreement

The anticipated start date of the resulting contract is July 1, 2016. The anticipated duration of the contract is five (5) years, unless terminated sooner in accordance with other provisions of the agreement, subject to appropriation of funds by the State Legislature. The anticipated initial agreement period is July 1, 2016 through June 30, 2021.

The agreement may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal is at the Department's sole discretion, accomplished at no cost to the Department, contingent upon satisfactory performance evaluations as determined by the Department, and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial agreement including any amendments. The renewal prices shall be as set forth in the attached bid sheets.

The Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services.

1.4 Contact Person and Procurement Manager

This ITN is issued by the State of Florida, Department of Children and Families. The sole contact for all communication regarding this ITN is:

Marlon Brown, Procurement Manager

Mailing & Physical Address:

**Florida Department of Children and Families
9393 North Florida Ave, Suite 600
Tampa, Florida 33612**

Email: **Marlon.Brown@myflfamilies.com**

All contact with the Procurement Manager shall be in writing via electronic mail, U.S. mail, or other common courier. No facsimiles or telephone calls will be accepted for any reason.

1.5 Definitions

1.5.1 Agreement Terms

Agreement terms used in this document can be found in the Department's Glossary of Contract Terms, which is hereby incorporated by reference and maintained at the following website: <http://ewas.dcf.state.fl.us/asc/glossary/glossary.asp>

1.5.2 Service Specific Terms

1.5.2.1 Confidential Material - Confidential material refers to information that has specific statutory exemption from the public records laws. As the provider, its employees, and agents are not in a position to make such determination while working in storage and work areas on department premises (which may contain both confidential and non-confidential information or data), for the purpose of this contract, confidential material shall mean any and all documents, files, labels, storage medium (i.e., computer floppy discs, computer compact discs, and any and all other storage media), computer software, computer hardware, and any and all other pieces of paper containing any and all information and/or data, irrespective of the legal status of the content of such information or data and wherever it may be found on department premises (e.g., on furniture or the floor and/or in trash receptacle or recycle bin).

The contents of the department's employees' conversations or activities which may have been overheard or observed by the vendor's employees or agents while those employees or agents are on department premises, for or incidental to the purpose of performing this contract, also constitute confidential material which may not be repeated or discussed.

1.5.2.2 General Services Manager/Designee – An individual designated by the department responsible for enforcing the performance of the agreement terms and conditions. The general services manager/designee is the department's primary point of contact through which all agreement information flows between the department and the vendor.

1.5.2.3 Performance Measures – Quantitative indicators, outcomes, and outputs, which can be used by the Department to objectively, measure a Vendor's performance.

1.5.2.4 Purchase Order- For the purpose of this procurement, the words contract, agreement, purchase order and direct order have been used interchangeable to describe a vehicle to be used to document agreement to the terms and

conditions contained herein and negotiated thereafter and the manner by which the selected Vendor will be paid. More information regarding this final vehicle is found in **Appendix IX**.

1.5.2.5 State Fiscal Year – An accounting period of twelve consecutive months starting on the first of July and ending on the last day of June.

1.6 Additional Instructions and Forms

The table below lists additional instructions and required forms, which are hereby incorporated into this ITN by reference as if fully recited herein.

Description	Filename	Link
Security Agreement Form	CF 0114 Security Agreement	http://dnp1.dcf.state.fl.us/DCFForms/Search/DCFFormSearch.aspx
PUR Form 1000	PUR Form 1000 – General Contract Conditions	http://dms.myflorida.com/content/download/1906/8059
PUR Form 1001	PUR 1001	http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc

These documents will be discussed further in the Sections below.

1.7 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority and Florida Certified Veterans Business Enterprises are encouraged to participate in this solicitation including, but not limited to, the solicitation conference. All Vendors shall be accorded fair and equal treatment.

SECTION 2. ITN PROCESS

2.1 General Overview of the Process

The ITN process is divided into two (2) phases, the Evaluation Phase and the Negotiation Phase. The Evaluation Phase involves the Department’s initial evaluation of replies. During the Evaluation Phase; all responsive replies to this ITN will be evaluated against the evaluation criteria set forth in this ITN, ranked and a Short List of one (1) or more vendors selected for negotiation will be posted.

A vendor will be deemed responsive unless determined to be unresponsive as defined in this solicitation document. The Negotiation Phase involves negotiations with the vendor(s). During the Negotiation Phase, the Department may request revised replies and best and final offers based on the negotiations.

Following negotiations, the Department will post a notice of intended agreement award, identifying the Vendor selected for award that provides the best value. Final agreement terms will be established with the selected Vendor.

2.2 Official Notices (POSTING) and Public Records

2.2.1 Notices Regarding the ITN

All notices, clarifications, inquiries, responses to inquiries, decisions, intended decisions, addenda and other matters relating to this solicitation will be electronically posted on the Department of Management Services' (DMS) Vendor Bid System (VBS) website located at: http://vbs.dms.state.fl.us/vbs/main_menu.

In order to find postings at such location:

1. Click on Search Advertisements
2. Under "Agency" select Department of Children and Families
3. Scroll down to the bottom of the screen and click on "Initiate Search"

It is the responsibility of prospective Vendors to check the VBS for addenda, notices of Decisions and other information or clarifications to this ITN.

2.2.2 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to the Florida public records laws located in Chapter 119, Florida Statutes. Section 5.4.3 addresses the submission of trade secret and other information exempted from public inspection.

2.3 Limitations on Contacting Department Personnel and Others

2.3.1 General Limitations

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this ITN and the end of the 72-hour period following the Department's posting of 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 contact person above or as provided in this solicitation, except in writing to the procurement manager or as provided in the solicitation document. Violations of this provision may be grounds for rejecting a response. As part of a response to a Department request for additional or clarifying information, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

2.3.2 Contact During the Negotiations Phase

During the negotiations phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective vendor(s) with whom the Department is negotiating and the negotiations team for the Department is permissible, but only "on the record" (as required by s. 286.0113(2), Florida Statutes) during the negotiations meetings; and (ii) communication between the lead negotiator for the prospective vendor(s) with whom the Department is negotiating and the lead negotiator for the Department outside of the negotiations meetings is permissible so long as it is in writing; and (iii) communications between prospective Vendor representatives and other Department representatives is permissible only as determined in writing by the Procurement Manager.

2.3.3 Violation of Contact Limitations

Violation of section 2.3.2 will be grounds for rejecting a reply, if determined by the Department to be material in nature.

2.4 Schedule of Events and Deadlines

ACTIVITY	DATE	TIME (All Eastern)	ADDRESS
ITN advertised and released on Florida Vendor Bid System (VBS):	3/31/16	5:00 p.m.	DMS Vendor Bid System (VBS) Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu
Notice of Intent to Submit a Reply to be received by the Department:	4/4/16	1:00 p.m.	Department of Children & Families Attn: Marlon Brown, Procurement Manager Mailing Address: 9393 North Florida Ave, Suite 600 Tampa, FL 33612
*Solicitation Conference to be held: (MANDATORY)	4/11/16	1:00 p.m.	Department of Children & Families Physical Address: 9393 North Florida Ave, Room 803 Tampa, FL 33612
Submission of written inquiries must be received by:	4/12/16	1:00 p.m.	Department of Children & Families Attn: Marlon Brown, Procurement Manager Mailing Address: 9393 North Florida Ave, Suite 600 Tampa, FL 33612
Deadline for Department's Response to Inquiries:	4/15/16	5:00 p.m.	DMS Vendor Bid System Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu
Sealed Replies must be received by the Department:	5/9/16	1:00 p.m.	Department of Children & Families Attn: Marlon Brown, Procurement Manager Mailing Address: 9393 North Florida Ave, Suite 600 Tampa, FL 33612
*Reply Opening and Review of Mandatory Requirements:	5/9/16	1:30 p.m.	Department of Children & Families Physical Address: 9393 North Florida Ave, Room 803 Tampa, FL 33612
*Debriefing Meeting of the Evaluators and ranking of the replies:	5/12/16	2:00 p.m.	Department of Children & Families Physical Address: 9393 North Florida Ave, Room 803 Tampa, FL 33612
Anticipated posting of qualified vendors ("Short List") for Negotiation:	5/17/16	5:00 p.m.	DMS Vendor Bid System (VBS) Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu
*Organizational Meeting of Negotiation Team	5/23/16	9:00 a.m.	Department of Children & Families Physical Address: 9393 North Florida Ave, Room 803 Tampa, FL 33612

Anticipated Negotiation Period	5/23-5/24/16	TBD	Department of Children & Families Physical Address: 9393 North Florida Ave, Tampa, FL 33612
Meeting of Negotiation Team to Develop Recommendation for Award (Per Section 6.3.5)	5/24/16	4:00 p.m.	Department of Children & Families Physical Address: 9393 North Florida Ave., Room 803 Tampa, FL 33612
Anticipated posting of Intended Agreement Award:	5/31/16	5:00 p.m.	Vendor Bid System (VBS) Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu
Anticipated Effective Date of Agreement:	7/01/16	NA	NA
All vendors are hereby notified that the meetings noted with an asterisk above () are open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Solicitation Conference, in which comments and questions will be taken from vendors).			

All times in the event schedule are local times for **Tampa**, Florida, Eastern Time Zone. Although the Department may choose to use additional means of publicizing the results of this procurement, posting on the VBS is the only official notice recognized for the purpose of determining timeliness in the event of protest.

2.5 Notice of Intent to Submit A Reply

Vendors who are interested in responding to this ITN are encouraged to send a Notice of Intent to Submit a Reply (**Appendix I**) to the Procurement Manager specified in Section 1.4, on or before the date and time specified in the Schedule of Events and Deadlines. Submission of a Notice of Intent is not a pre-requisite for acceptance of replies from prospective vendors.

2.6 Solicitation Conference & Tour of the Facility

The purpose of the Solicitation Conference is to review the ITN and provide a tour of the facility with interested vendors, during which time the vendors may pose questions. **For this purpose the solicitation conference is mandatory and must be attended by any vendor planning to submit a proposal.** The Solicitation Conference will be held at the time and date specified in Section 2.4.

2.6.1 Official Department Responses

Only responses posted on the VBS website are to be considered official Department responses to questions whether questions are presented during the Solicitation Conference or submitted in accordance with Section 2.7 below.

2.6.2 Participation is a Pre-requisite

Participation in the solicitation conference is a pre-requisite for acceptance of replies from prospective Vendors.

2.7 Written Inquiries

Other than during the Solicitation Conference, prospective vendor questions will only be accepted if submitted in writing to the Procurement Manager specified in Section 1.4, via electronic mail, U.S. mail, or other delivery service, and received on or before the date and

time specified in Section 2.4, Schedule of Events and Deadlines. No questions will be accepted by facsimile or telephone.

Responses to all inquiries, and clarifications or addenda if made to the ITN, will be made available by the date and time specified in Section 2.4 through electronic posting on the VBS website at: http://vbs.dms.state.fl.us/vbs/main_menu.

2.8 Receipt of Replies

2.8.1 Reply Deadline

Replies must be received by the Department no later than the date/time and at the address provided in Section 2.4. At the sole discretion of the Department, any replies that are not received at the specified address, by the specified date and time, may not be evaluated. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be borne exclusively by the prospective Vendor.

2.8.2 Binding Replies

By submitting a reply, each vendor agrees that its reply shall remain a valid offer for at least ninety (90) days after the reply opening date and that, in the event the agreement award is delayed by appeal or protest, such ninety (90) day period is extended until entry of a final order in response to such appeal or protest.

2.8.3 Sureties/Bid Bond Not Required

A bid bond or equivalent security is not required to submit a reply to this ITN.

2.8.4 Sureties/Payment and Performance Bond Not Required

A payment and performance bond is not required to submit a reply to this ITN.

2.8.5 Changes to Replies After Submission Prohibited

Once the reply opening deadline has passed, no changes, modifications, or additions to the reply submitted will be accepted by or be binding upon the Department, until the Department initiates negotiations or requests supplemental replies. The Department reserves the right to correct minor irregularities, but is under no obligation to do so.

2.8.6 Right to Rely on Department Information

In selecting vendor(s) for negotiation and in making a final selection, the Department reserves the right to rely on information about a vendor in the Department's records or known to its personnel.

2.8.7 -Receipt Statement

Replies not received at either the specified place, or by the specified date and time, or both, will be rejected and returned unopened to the vendor by the Department. The Department will retain one unopened original for use in the event of a dispute.

2.9 Request to Withdraw Reply

A written request to withdraw a reply, signed by the vendor, may be considered if received by the Department within seventy-two (72) hours after the reply opening time and date as specified in Section 2.4 above. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious Vendor error.

2.10 Notice of Intent to Award an Agreement

The Department shall award the agreement with reasonable promptness by written notice to the responsible and responsive vendor as determined by the Secretary or his or her designee to provide the best value to the state. The Notice of Intent to Award shall be electronically posted for 72 hours (3 working days, excluding Saturday, Sunday and state holidays) by the date specified in Section 2.4., Schedule of Events and Deadlines at the following electronic posting site: http://vbs.dms.state.fl.us/vbs/main_menu.

2.11 Protests and Disputes

Any protest concerning this solicitation shall be made in accordance with sections 120.057(3) and 287.042(2)(c), F.S., and 28-110 Florida Administrative Code (FAC).

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), F.S., 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, F.S.

2.11.1 Time Limits for Filing Protests

Any person who is adversely affected by the decision or intended decision made by the Department pursuant to this ITN shall file with the Department a notice of protest in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed.

2.11.2 Protests of Terms, Conditions and Specifications

With respect to a protest of the terms, conditions and specifications contained in this solicitation, including any provisions governing the methods for ranking proposals, awarding agreement, reserving rights of further negotiation, or modifying or amending any agreement, the notice of protest shall be filed in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes any addendum, response to written questions, clarification or other document concerning the terms, conditions, or specifications of the solicitation. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed.

2.11.3 Protest Bond Requirement

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications contained in the solicitation), the protestor must post a bond equal to one percent (1%) of the Department's estimated agreement amount. The estimated agreement amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, the Department shall provide the estimated agreement amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated agreement amount is not subject to protest pursuant to section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST. In lieu of a bond the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.

2.11.4 Filing a Protest

A notice of protest, formal protest, and bond are “filed” when received by the contact person listed in Section 1.4 above. Filing may be achieved by hand-delivery, courier, or U.S. Mail. Filing by e-mail shall not be accepted. All methods of delivery or transmittal to the Department’s contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 120.57(3), F.S., 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, F.S.

2.12 Cost of Preparation of Reply

By submitting a reply, a vendor agrees that the Department is not liable for any costs incurred by the vendor in responding to this ITN.

2.13 PUR 1001

The standard “General Instructions to Respondents” Form PUR1001 (10/06) is hereby incorporated into this solicitation by reference as if fully recited herein and contains instructions explaining the solicitation process and the actions necessary to respond to a solicitation. Section 3 of the PUR 1001 Form does not apply to this ITN. This ITN contains additional materials and guidance. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in PUR 1001 shall take precedence. The PUR 1001 form is available at: <http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc>.

Vendors are not required to sign and return the PUR 1001 form with their response to this ITN. By submitting a bid, the vendor agrees to comply with all terms and conditions of this ITN. Failure to comply with all terms and conditions shall be grounds for rejecting the response.

2.14 Department’s Reserved Rights

2.14.1 Waiver of Minor Irregularities

The Department reserves the right to waive minor irregularities when to do so would be in the best interest of the state of Florida. A minor irregularity is a variation from the terms and conditions of this ITN which does not affect the price of the reply or give the vendor a substantial advantage over other vendors and thereby restrict or stifle competition and does not adversely impact the interest of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so. In doing so, the Department may request a vendor to provide, and at the request of the Department the vendor may provide to the Department, clarifying information or additional materials to correct the irregularity. However, the Department will not request and a vendor may not provide the Department with additional materials that affect the price of the reply, or give the vendor an advantage or benefit not enjoyed by other vendors.

2.14.2 Right to Inspect, Investigate and Rely on Information

In ranking replies to negotiation and in making a final selection, the Department reserves the right to inspect a Vendor’s facilities and operations, to investigate any Vendor representations and to rely on information about a Vendor in the Department’s records or known to its personnel.

2.14.3 Rejection of All Replies.

The Department reserves the right to reject all replies at any time, including after an award is made when doing so would be in the best interest of the state of Florida, and by doing so assumes no liability to any Vendor.

2.14.4 Reserved Rights After Notice of Award

2.14.4.1 The Department reserves the right to schedule additional negotiation sessions with vendors identified in the posting of a Notice of Award in order to establish final terms and conditions for agreements with those Vendors.

2.14.4.2 The Department reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award and reopen negotiations with any vendor at any time prior to execution of an agreement.

2.14.5 Withdrawal of ITN

The Department reserves the right to withdraw the ITN at any time, including after an award is made when to do so would be in the best interest of the state of Florida, and by doing so assumes no liability to any vendor.

2.14.6 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITN.

SECTION 3. MINIMUM SPECIFICATIONS

The selected Vendor shall perform the tasks and be compensated in the manner set forth in the resulting agreement/DO in accordance with all terms thereof. The final resulting agreement will be negotiated with the successful Vendor.

3.1 Vendor Qualification and Disqualification

3.1.1. Vendor Qualification

3.1.1.1 Vendors will be required to specify at a minimum essential qualifications as it relates to the proposed services in this ITN. These qualifications may include, but are not limited to, size, experience, required licenses, staffing levels, facilities, legal status, organizational type, financial qualifications, governance structures, or mandatory relationships or affiliations.

3.1.1.2 Vendors submitting a reply must comply with all the Mandatory Requirements in order to be considered for selection under this ITN.

3.1.1.3 Vendors must provide thorough and specific responses for how they propose to address each of the specifications as outlined in Sections 5.2.4 through 5.2.7, of this ITN.

3.1.1.4 Vendors must comply with Section 5.2.8 in demonstrating financial stability through financial documentation and/or certified financial reports in support of the Vendor's Financial Stability.

3.1.2 Vendor Disqualification

3.1.2.1 Vendor Disqualification Under PUR 1001

Persons or affiliates placed on the Convicted vendor list or the discriminatory vendor list are disqualified pursuant to Sections 7 and 8 of PUR 1001.

3.1.2.2 Vendor Disqualification for Previous Failure to Perform

In addition to other criteria set forth herein, failure to have performed any previous contractual obligations with the Department in a manner satisfactory to the Department will be a sufficient cause for disqualification. To be disqualified as a vendor under this provision, the vendor must have:

3.1.2.3 Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department;

3.1.2.4 Had a contract terminated by the Department or another state of Florida agency for cause; or

3.1.2.5 Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (Appendix III) prior to contract execution.

3.2 Minimum Specifications

3.2.1 General Statement

The resultant agreement will require the successful vendor to provide general janitorial services, light cleaning of the area surrounding the outside of the headquarters building to include the removal of litter, emptying of cigarette bins and other debris from the curb and the Department's designated parking lots. All materials and equipment necessary to provide janitorial services will be the sole responsibility of the vendor. A complete description of the janitorial services to be provided is found in Section 3.2.6. This agreement is for the provision of janitorial services for the SunCoast Regional Headquarters Building located at 9393 N. Florida Avenue, Tampa, Florida, 33612. The SunCoast Regional Headquarters building is a two-story office building housing approximately 600 employees with approximately 105,000 square feet on the first floor, and approximately 20,500 square feet on the second floor, of which approximately 2,500 square feet of the latter requires janitorial services.

3.2.2 Authority

The Department of Children and Families Operating Procedures (CFOP) No. 70-15, Facilities Acquisition and Management, establishes uniform policies and procedures for cleanliness and sanitation within the department's facilities. The vendor agrees to comply with the cleaning and sanitation standards established therein.

3.2.3 Scope of Service

The Vendor shall provide all labor, equipment, services, cleaning supplies, and paper products required to perform janitorial services for the SunCoast Regional Headquarters Building located at 9393 N. Florida Ave, Tampa, Florida, 33612, as outlined in Section 3.2.6 and the resultant agreement.

3.2.4 Major Program (Project) Goals

The goal is to provide a clean and sanitary environment for all occupants and visitors to the SunCoast Regional Headquarters building.

3.2.5 Client General Description/Eligibility/Determination/Limits

Not applicable to this ITN.

3.2.6 Task List

3.2.6.1 HOURS

3.2.6.1.1 Cleaning services will be performed, within the walls and cover of the building, between the hours of 5:00 p.m. and 7:00 am., Monday through Friday, unless otherwise specified.

3.2.6.1.2 A minimum of one day porter will be available Monday through Friday from 7:30 am to 5:00 pm.

3.2.6.1.3 Cleaning may be performed on Saturdays and Sundays, or authorized holidays at the discretion of the vendor, but only with the prior approval of the general services designee and at no additional charge to the department.

3.2.6.1.4 All work will be performed with minimal disruption to staff.

3.2.6.2 EQUIPMENT & SUPPLIES

3.2.6.2.1 Contractor will provide all equipment, supplies and materials to include cleaners, waxes, deodorants and other cleaning material to perform the contracted services.

3.2.6.2.2 Equipment will be Underwriter's Laboratory (UL) approved and meet Occupational Safety and Health Administration (OSHA) standards.

3.2.6.2.3 All supplies and equipment will be stored in the janitor's assigned closet and kept in a clean, neat, and safe manner.

3.2.6.2.4 Vendor will keep soap, paper towels, toilet tissue dispensers and toilet seat covers adequately filled at all times. Excess supplies will not be left in open.

3.2.6.2.5 The vendor will ensure that paper towels, toilet seat covers and toilet tissue will fit into furnished dispensers. Paper towels will not be less than 4 (four) millimeters in thickness; toilet tissue must be at least 2 (two) ply and of soft texture and absorbency.

3.2.6.2.6 The department is not responsible for the vendor's equipment due to loss, theft or destruction.

3.2.6.3 INSPECTION

3.2.6.3.1 A minimum of monthly, formal cleaning inspections of the interior

and exterior of the building will be performed by a general services representative with the vendor's on-site supervisor utilizing the Janitorial Services Inspection Checklist, **Appendix X**.

3.2.6.3.2 Files containing documented inspections will be maintained by the general services designee and will provide a basis for evaluating the vendor's performance.

3.2.6.4 NOTIFICATION

3.2.6.4.1 The vendor's assigned cleaning personnel will notify the designated General Services personnel of any malfunction of plumbing fixtures, lighting, electrical outlets, switches, and/or other safety or equipment concerns.

3.2.6.4.2 The vendor will repair, to the satisfaction of the department and at no charge to it, any damage to the SunCoast Regional Headquarters building and/or property contained therein resulting from the vendor's equipment or supplies or improper use thereof.

3.2.6.4.3 Any additional clean-up that is required as a result of the vendor's nonperformance of contracted janitorial services is the responsibility of the vendor and will be performed at no cost to the department.

3.2.6.4.4 The vendor will be required to cooperate with any recycling program the facility may participate in.

3.2.6.5 CLEANING STANDARDS FOR THE OUTSIDE AREA

3.2.6.5.1 Remove debris from perimeter of Headquarters building and Headquarters parking lots as needed but at least once a day.

3.2.6.5.2 Clean vehicle parking area, located on the ground floor, upon each visit by sweeping and/or washing.

3.2.6.5.3 Clean chairs, tables, and floor in the outside eating area daily.

3.2.6.5.4 Empty smoking receptacles bi-weekly; replace gravel weekly.

3.2.6.5.5 Clean garbage cans weekly, inside and out, to remove food and dirt.

3.2.6.5.6 Remove trash and debris from parking lots, to include items caught against the fence, and building as needed but at least once a day.

3.2.6.5.7 Clean the enclosed plant areas on the north side and in front of the Headquarters building as needed but at least monthly.

3.2.6.6 CLEANING STANDARDS FOR OFFICE AREAS, CONFERENCE/TRAINING ROOMS

3.2.6.6.1 NIGHTLY SCHEDULE (MONDAY THROUGH FRIDAY)

- Empty all waste receptacles in the kitchen areas replacing liners.
- Damp wipe soiled receptacles in kitchen areas.
- Vacuum carpeted areas in hallways nightly.
- Sweep or dust-mop all non-carpeted floors.
- Steam-clean all non-carpeted floors.
- Spot clean the carpet as needed using hot water extraction.
- Gather all waste in all designated areas, conference rooms/training

rooms and deposit in dumpster(s); **DO NOT BLOCK ACCESS TO AND FROM STAIRWELL, EXIT, CORRIDORS AND/OR ELEVATOR.**

- **Day porter to gather all waste from Suite 600, Management Systems, and suite 901, Legal, by 4:30 PM daily.**

3.2.6.6.2 WEEKLY SCHEDULE

- Clean partitions and both sides of side light glass windows in front and rear doors of building.
- Dust *all* window ledges, chair rails, counters, tables, file cabinets, and all flat surfaces, except desks.
- Thoroughly vacuum all carpeted areas including baseboards, low edges, under and behind furniture.
- Dust all flat surfaces in all vacated offices.
- Clean baseboards, corners and edges of all tiled and linoleum floors.
- Dust baseboards and door frames.
- Wipe down all fingerprints around door frames, door knobs and light switches.

3.2.6.6.3 QUARTERLY

- Strip and refinish all non-carpeted floors.
- Machine clean all carpets using a hot water extraction.
- Clean all windows interior and exterior in office suites and garden areas.
- Thoroughly scrub and buff all tiled linoleum floors.

3.2.6.7 CLEANING STANDARDS FOR *REST ROOMS*

3.2.6.7.1 NIGHTLY SCHEDULE (MONDAY THROUGH FRIDAY)

- Sweep and steam clean restroom floors, to include all baseboards, corners and edges, with germicidal cleaner.
- Refill all towel, tissue, and hand soap dispensers.
- Clean area around soap dispensers and walls under towel dispensers.
- Clean and sanitize all surfaces of vanity tops, wash basins, and shelving.
- Wash and sanitize both sides of toilet seats with germicidal cleaner.
- Clean and polish mirrors, frames, basin shelves, faucets, flushers, wash basin traps, and piping.
- Clean doors, hinges, frames, and door handles; wipe down wall and partitions with a germicidal cleaner.
- Empty all waste paper and replace liners as needed.
- Use non-acid type cleaner to clean the commodes and urinals; never use a caustic or acid type cleaner in the bathrooms.

3.2.6.7.2 WEEKLY SCHEDULE

- Wipe clean all ceiling vents and access doors.
- Thoroughly clean all fixtures to ensure that no build -up of salt or lime occurs.
- Remove scuff marks from doors or door kick plates.
- Thoroughly clean bathroom tile walls and showers.
- Machine scrub restroom floors or as needed.
- Wash down partitions and urinal screens including door hinges and seams.

3.2.6.8 CLEANING STANDARDS FOR BREAK/LUNCH ROOMS

3.2.6.8.1 NIGHTLY SCHEDULE (MONDAY THROUGH FRIDAY)

- Empty trash containers and replace liners; damp wipe soiled receptacles
- Wipe down tables, chairs and counters.
- Thoroughly clean sinks and counter tops; stainless steel must be polished.
- Steam clean floors with cleaner removing any spots and/or spills.
- Clean exterior of refrigerator(s) and microwave oven(s).

3.2.6.8.2. WEEKLY SCHEDULE

- Clean all corners and baseboards placing emphasis on edges where walls meet.
- Spot clean walls, metal doors, and door frames or as requested/needed.

3.2.6.8.3. QUARTERLY

- Strip and finish floors (including serving area and cafeteria).
- Machine scrub floors (including serving area and cafeteria).

3.2.6.9 CLEANING STANDARDS FOR *LOBBY AREA MAIN ENTRANCE*

3.2.6.9.1 DAILY SCHEDULE (MONDAY THROUGH FRIDAY)

- Dust and wipe down all furniture, fixtures, ledges, and railings.
- Clean and wipe trash receptacles.

- Clean all glass doors, door frames, and handles.
- Dust and polish directory boards.
- Steam clean and vacuum lobby floor and clean baseboards as needed.
- Clean interior and exterior entrance mats.
- Dust and clean receptionist desk.

3.2.6.9.2 WEEKLY SCHEDULE

- Clean all corners and baseboards, placing emphasis on edges where walls meet.
- Spot clean walls, metal doors, and door frames.

3.2.6.9.3 MONTHLY SCHEDULE

- Machine scrub floors.
- Dust walls.

3.2.6.10 COMMON AREAS – ENTRY, HALLWAYS AND STAIRWELL

3.2.6.10.1 DAILY SCHEDULE (MONDAY THROUGH FRIDAY)

- Vacuum carpet and spot clean as needed.
- Clean all trash receptacles.
- Clean and polish drinking fountains and spouts, including grills and sides; clean splash marks on adjacent walls.
- Dust all signage in hallways and spot clean if necessary.
- Dust hallway and common area ledges.
- Pick up trash and debris in stairwell as requested.
- Dust mop stairwell as needed or as requested; Spot mop as needed.
- Spot clean doors, door frames, and door knobs including light switches and kick plates.
- Spot clean glass.
- Vacuum entrance mats (interior & exterior).
- Keep outside and inside entrances free of cobwebs.

3.2.6.10.2 MONTHLY SCHEDULE

- Clean all fire equipment, boxes, extinguishers, and stand pipes.
- Wipe clean all base boards.

3.2.6.11 JANITOR'S CLOSET

3.2.6.11.1 DAILY SCHEDULE (MONDAY THROUGH FRIDAY)

- Leave area in a clean and organized fashion (e.g., no trash in trash cans).
- Sweep floors.
- Clean janitor sink.
- Wipe down electrical cords to prevent marking.
- Keep shelves and supplies stocked, and neat and orderly at all times.

3.2.6.12 OTHER JANITORIAL SERVICES/TASKS

- **3.2.6.12.1** Vendor staff are to never touch a computer or computer peripherals.

3.2.6.12.2 All carts and other containers furnished by the vendor shall be waterproof.

3.2.6.12.3 Vendor's employees will wear identification badges furnished by the department and uniforms, furnished by the vendor, at all times while on duty. Vendor's employees will not be allowed to have visitors in the building.

3.2.6.12.4 The vendor agrees to consult with the Department (as needed) on general matters relating to janitorial issues.

3.2.6.13 TRANSITION ACTIVITIES

The Vendor shall fully cooperate with the Department to ensure the seamless transition of services from and to new Vendors, as applicable.

3.2.7 Task Limits

The Vendor shall not perform any tasks related to this project other than those described in Section 3.2.6., without the express written consent of the Department.

3.2.8 Staffing Levels

The vendor shall maintain the necessary staff to provide the agreed upon services, as specified in Section, vendor reply to **ITN # 23GS17005**, and documented negotiations, incorporated herein by reference.

3.2.9 Professional Qualifications

Not applicable to this ITN.

3.2.10 Staffing Changes

Staffing changes involving the administrative/supervisory positions require written notice to the Department of anticipated vacancy (ies). Should such a vacancy occur within the supervisory staff, it will be filled promptly within seven (7) working days unless otherwise approved by the Department's General Service representative. As vacancies occur in the cleaning personnel, replacement will be within 24 hours. As cleaning personnel leave, they will be required to turn in their badge to the on-site vendor supervisor, and the supervisor will be required to notify the General Services Representative in writing at the time of their departure.

3.2.11 Subcontractors

Without prior written consent from the Department, the Vendor may not subcontract the services contracted for herein.

3.2.12 Service Delivery Location

The services will be delivered at the SunCoast Regional Headquarters building located at 9393 North Florida Ave, Tampa, Florida, 33612.

3.2.13 Service Times

Cleaning services will be performed primarily between the hours of 5:00 p.m. and 7:00 a.m., Monday through Friday, unless otherwise specified by the Department. Daytime porter services will be available Monday through Friday from 7:30 a.m. to 5:00 p.m. The vendor will supply staffing coverage in accordance with their response to **ITN # 23GS17005** and documented negotiations.

3.2.14 Changes in Location

Not applicable to this ITN.

3.2.15 Equipment

The provider will be responsible for supplying, at its own expense, all equipment, supplies, and materials necessary to provide janitorial services for the SunCoast Regional Headquarters building as specified in and negotiated through **ITN # 23GS17005** and in conformance with the tasks listed in **Section 3.2.6**.

3.2.16 Records and Documentation (related to the performance of the resulting agreement)

3.2.16.1 To the extent that information is utilized in the performance of the resulting agreement or generated as a result of it, and to the extent that information meets the definition of “public records” as defined in Section 119.011, F.S., said information is hereby declared to be and is recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any interested person upon request as provided in Chapter 119.01(2)(f), F.S., or otherwise. It is expressly understood that the successful vendor’s refusal to comply with Chapter 119, F.S., shall constitute an immediate breach of the agreement, which results from this ITN that entitles the Department to unilaterally cancel the agreement. The successful vendor will be required to promptly notify the Department of any requests made for public records.

3.2.16.2 Unless state or federal law requires a greater retention period, all documents pertaining to the program contracted by this ITN shall be retained by the successful vendor for a period of six years after the termination of the resulting agreement or longer as may be required by any renewal or extension of the agreement. During the records retention period, the successful vendor agrees to furnish, when requested to do so, all documents required to be retained. The vendor shall maintain such records in whatever reasonable format is required by the Department at the time, at the vendor’s expense. Data files will be provided in a PDF format readable by the Department.

3.2.16.3 The successful vendor agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful vendor further agrees to hold the Department harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed as a result of an improper disclosure by the successful vendor of confidential records whether public records or not and

promises to defend the Department against the same at its expense.

3.2.16.4 The successful vendor shall maintain all records required to be maintained pursuant to the resulting agreement in such manner as to be accessible by the Department upon demand including electronic and paper records.

3.2.17 Reports

3.2.17.1 The Vendor shall submit to the Department the following reports/invoices in the format, frequency and number of copies as specified in the following table:

	Report Title	Frequency	Report Due Date	Number of Copies	Email to
1	Monthly Employee list-including terminated employees	Monthly	15 th of the month following the month being reported on	1	General Services designated person
2	Report of Monthly Task Completion Report. Provider will send certification statement confirming completion of monthly tasks.	Monthly	Same as above	1	Same as above
3	Monthly Invoice	Monthly	Same as above	1	Same as above
4	Report of Quarterly Task Completion. Provider will send certification statement confirming completion of quarterly tasks.	Quarterly	Same as above	1	Same as above
5	Emergency Operation Plan	Upon Execution	Within 30 days of execution of the agreement	1	Same as above

3.2.17.2 Description of Reports:

3.2.17.2.1 Monthly Employee List - The Monthly Employee List will list each vendor employee, including date of hire and date of termination.

3.2.17.2.2 The Monthly Task Completion Report - The monthly task completion report will consist of a list of all task required to be completed on a

monthly basis, showing the location the task was completed and the data the task was completed.

3.2.17.2.3 Monthly Invoice

The Vendor shall request payment on a monthly basis through submission of a completed invoice, including name, address, and agreement number. The Invoice shall be signed by an authorized representative of the vendor.

3.2.17.2.4 The Quarterly Task Completion Report – The quarterly task completion report will consist of a list of all task required to be completed on a quarterly basis, showing the location the task was completed and the data the task was completed.

3.2.17.3 Where the resulting agreement requires the delivery of reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall require a separate act in writing. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth in the resulting agreement. The Department, at its option, may allow additional time within which the successful vendor may remedy the objections noted by the Department or the Department may, after having given the successful vendor a reasonable opportunity to complete, make adequate or acceptable, and declare this agreement to be in default.

3.2.17.4 The successful vendor shall submit all reports as detailed in the resultant agreement to this ITN. In case of an anticipated delay in meeting this requirement, the successful Vendor shall submit a written justification for the delay and a request for an extension to the Department prior to the expiration of the submission deadline. Only submittals received by the due date or pursuant to an approved extension will be considered timely. All due dates not specifically identified are calendar days.

3.2.17.5 The successful vendor shall provide additional reporting pertaining to the services rendered in any resulting agreement should the Department determine this to be necessary.

3.2.18 Performance

By execution of the resultant agreement, the prospective vendor hereby acknowledges and agrees that its performance under the agreement must meet the performance standards set forth below and will be bound by the conditions set forth in the resulting agreement. If the vendor fails to meet these standards, the Department, at its exclusive option, may allow up to six months for the vendor to achieve compliance with the standards. If the Department affords the vendor an opportunity to achieve compliance and the vendor fails to achieve compliance within the specified time frame; the Department must cancel the agreement in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

3.2.18.1 Performance Measures

3.2.18.1.1 100% of the tasks reviewed during the month, using the Janitorial Services Checklist, shall meet satisfactory compliance within two working days following formal inspection.

3.2.18.1.2 100% of the tasks reviewed during the quarter, using the Janitorial Services Checklist, shall meet satisfactory compliance within two working days following formal inspection.

3.2.18.2 Description of Performance Measurement Terms

3.2.18.2.1 Building Inspection – Inspection of the Regional Headquarters building utilizing the Janitorial Services Checklist, Attachment X, and conducted by the Department’s representative(s), and an employee from the vendor, who shall be supervisory level or higher.

3.2.18.2.2 Outcomes - Quantitative indicators that can be used by the Department to objectively measure performance toward a stated goal.

3.2.18.2.3 Outputs - Process which measures the quality of services.

3.2.18.2.4 Performance Measures - Quantitative indicators, outcomes and outputs that can be used by the Department to objectively measure the Vendors performance.

3.2.18.2.5 Satisfactory compliance – any reviewed task area meeting a reasonable person’s standards for cleanliness at the time of inspection shall constitute satisfactory compliance.

3.2.18.2.6 Unsatisfactory compliance – any reviewed task area, not meeting a reasonable person’s standards for cleanliness at the time of inspection shall constitute an unsatisfactory or failed inspection requiring immediate corrective action.

3.2.18.3 Performance Evaluation Methodology

Building inspection will be conducted by General services, to monitor and evaluate the janitorial services provided under the agreement. The Janitorial Services Inspection Checklist, as found in **Attachment X**, will be used monthly, at minimum, and more frequently as deemed required. A follow-up building inspection on any areas which do not meet standards will be conducted by the designated General Services personnel within two working days following the formal inspection. Copies of all inspections will be maintained in the agreement record.

Measurement of Outcomes: The Department will calculate the performance measurement outcomes as follows:

3.2.18.3.1 for the performance measure listed in Paragraph 3.2.18.1.1:

Numerator – The total number of tasks inspected during the month that receive a ‘satisfactory’ rating within two days following formal inspection.

Denominator – The total number of tasks inspected during the month period.

3.2.18.3.2 For the performance measure listed in Paragraph 3.2.18.1.2:

Numerator – The number of tasks inspected for the quarter that receive a ‘satisfactory’ rating within two days following formal inspection.

Denominator – The total number of tasks inspected during the quarter period.

3.2.18.4 The Department may conduct random surveys or structured surveys during the term of the agreement to gauge a variety of factors including satisfaction, Vendor responsiveness, and professionalism.

3.2.19 Vendor Responsibilities

3.2.19.1 The successful vendor is solely responsible for the satisfactory performance of the tasks described in this ITN and in the resultant agreement. By execution of the resulting agreement the successful vendor recognizes the singular responsibility for the tasks, activities and deliverables described herein and warrants that it has fully informed itself of all relevant factors affecting the accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof.

3.2.19.2 The failure of any departmentally-approved subcontractors to perform tasks assigned to them by the vendor does not relieve the provider of any accountability for tasks or services that the provider is obligated to perform pursuant to the agreement.

3.2.19.3 Consultation

The vendor agrees to confer and consult with the General Services representative in management of this agreement and on any disputes or operational problems resulting from this agreement.

3.2.19.4 Notification

The vendor will notify General Services by telephone and within 2 (two) hours, of any issues that could affect the provision of services.

3.2.19.5 Protection of Confidential Material

3.2.19.5.1 Employees and agents of the department are bound by an obligation to protect material deemed confidential by law and are subject to administrative, civil, and criminal penalties for breach of said obligation. When performing its duties under this contract, the provider is granted physical access to storage and working areas containing confidential material, as defined in this contract in the Definition of Terms. The provider acknowledges that during this access, the provider is deemed agent of the department for purposes relating to the care and

protection of confidential material and as such, the obligation of the department and its employees to protect and preserve confidential material is also the obligation of the provider. The provider acknowledges that the provider is subject to administrative, civil, and criminal penalties under applicable law for breach of its obligation. In addition, the provider shall indemnify the department of any and all damages the department incurs as a direct or indirect result of the provider's breach of its obligation to protect confidential material.

3.2.19.5.2 All employees of the provider who enter department premises shall execute an affidavit stating awareness of the scope of confidential material as defined in this agreement, their responsibility to protect such confidential material, and the penalties for violations of that responsibility. Executed affidavits for provider employees assigned to perform services at the SunCoast Regional Headquarters building are to be submitted to the department prior to the effective date of this agreement or individual employee hire.

3.2.19.6 Compliance with the Department of Children and Families' Operating Procedures (CFOP) No. 70-15, Facilities Acquisition and Management Housekeeping

The provider shall ensure its employees understand and comply with the following policy on trash removal as provided in chapter 3, paragraph 3-9, of the Department of Children and Families' Operating procedure (CFOP) No. 70-15, Facilities Acquisition and management, Housekeeping.

3.2.19.7 Trash and Refuse Removal from Offices

Remove only the material found within the confines of a bona fide trash container. Boxes are not considered trash containers. Nothing more should be removed from office areas. Any paper material found on office floors should be placed on the nearest desk or table. Refuse material found in boxes outside the office area in the hallway and clearly marked trash, garbage, for disposal, etc., may be removed. If you are ever in doubt, check with your supervisor before disposing of anything that is not in a bona fide trash container.

3.2.19.8 All guidelines included in Chapter 5, CFOP 70-15, involving the use of chemical agents must be ensured.

3.2.19.9 Security Measures

3.2.19.9.1 To maintain security of the SunCoast Regional Headquarters and its grounds, security badges are to be returned to designated personnel at Suite 600, Information Systems, within 24 hours of termination. If this occurs Friday, after hours or on holiday, written notification must be received no later than 9:00 AM the next working day to enable access deactivation. Provider management staff will secure all badges of terminated employees until the following business day should a termination occur after regular business hours. Provider staff security clearance to the building will be determined exclusively by the department and dictated by need and level of responsibility. Provider's supervisory personnel will distribute and

collect all evening shift access badges each shift and lock these in a secure area within the designated provider's office until the following evening following staff departure. Under no circumstances are provider staff allowed to utilize each other's security badge, work without identification visible or access departmental areas restricted from vendor entry.

3.2.19.9.2 Provider personnel shall present a neat appearance and be easily recognized. This will be achieved by wearing uniforms or clothing bearing the name of the vendor. Each employee of the vendor shall wear department issued photo identification at all times on the premises.

3.2.19.9.3 Provider shall observe all security requirements involving alarm system requiring that doors not be propped open or electrical equipment be utilized in such proximity that alarms are triggered. Any costs or fines for police dispatch caused by negligence involving alarm system shall be borne by the vendor.

3.2.19.10 The successful vendor shall be knowledgeable of and fully comply with all state and federal laws, rules and regulations as amended that effect or may affect the resulting agreement.

3.2.19.11 The successful vendor shall comply with all laws, ordinances, regulations, safety directives and other requirements applicable to the work specified.

3.2.19.12 The successful Vendor shall comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164), as applicable to this project.

3.2.19.13 Insurance

The successful vendor shall not commence any work in connection with this agreement until all insurance coverage has been obtained and verification of said insurance has been submitted to the Department.

3.2.19.13.1 Worker Compensation Insurance

During the life of the agreement, the provider shall secure and maintain worker's compensation insurance for all of their employees connected with the work of the resultant agreement. Such insurance shall comply fully with the Florida workers' compensation law.

3.2.19.13.2 General Liability Insurance

During the life of the agreement, the provider shall secure and maintain a comprehensive general liability insurance policy or policies. Such insurance shall protect the department from claims for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement, whether such operations be performed by the provider or by anyone directly employed by the provider. Minimum required coverage is as follows: \$1,000,000.00 per person and \$1,000,000.00 each occurrence, and

property damage insurance of at least \$1,000,000.00 for each occurrence.

3.2.19.13.3 Blanket Bond

During the life of the agreement, the provider shall secure and maintain a blanket bond or policy on all of the provider's employees providing services under the provisions of the agreement and shall furnish the department with evidence of such coverage.

3.2.19.13.4 The department shall be exempt from, and in no way liable for, any sum of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor. The provider agrees that they will provide insurance on a comprehensive basis adequate to the needs of his/her business.

3.2.19.13.5 The provider shall notify the Department's general services representative within 30 days if there is a modification to the terms of insurance, to include but not be limited to cancellation or modification to policy limits

3.2.19.14 Emergency Operation Plan

The provider shall be required to submit and maintain an emergency plan. This plan is due to the department within 30 days of the execution of the agreement, and shall at a minimum include contingency plans and procedures to address how operations will continue in the event of an emergency. All changes to the emergency operations plan shall be submitted to the department for approval.

3.2.20 Coordination with Other Vendors/Entities

The selected vendor shall coordinate services with Department's vendor, as appropriate. The vendor will participate in complementary work schedules with any/all on-site vendors contracted by the department for interior or exterior maintenance of the facility during the period of this agreement. This includes the owner operator of the on-site cafeteria.

3.2.21 Department Obligations

Upon request, the Department shall provide technical assistance and expertise in an expeditious manner when problems and/or issues arise regarding policy questions, timeframes, and other related topics.

3.2.22 Department Determinations

The Department has reserved the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting agreement are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of

the state of Florida and the health, safety, and welfare of the clients who are served by the Department either directly or through any one of its subcontracted providers.

3.2.23 Monitoring Requirements

Programmatic and administrative monitoring will be performed during the agreement period in accordance with CFOP 75-8, The Department of Children and Families Contract Monitoring Operating Procedures. A copy of which may be obtained from the contact person listed in Section 1.4, of this ITN.

3.2.24 Agreement Expiration/Termination and Related Service Transition

In the event of agreement expiration or termination for any reason, the Department will continue to pay for janitorial services under a Direct Order at the rates specified by the agreement, pending the implementation of a new agreement with a new vendor to allow for an orderly transition of services.

The Selected vendor shall cooperate with the Department in ensuring the timely and smooth transition of services.

Continuity of service is critical when services under the resulting agreement ends and services commence through a new agreement. Accordingly, when service will continue through another vendor upon the expiration or earlier termination of the resulting agreement, the vendor shall, without additional compensation, complete all actions necessary to smoothly transition services to the new vendor. The vendor shall be required to support an orderly transition to the next vendor no later than the expiration of the agreement or earlier termination of this agreement and shall support the requirements for transition as specified by the department, which shall be developed jointly with the new vendor in consultation with the Department.

3.2.25 Agreement Renewals

The resulting agreement may be renewed for one term not to exceed five (5) years, or for the term of the original agreement, whichever period is longer. Such renewal shall be contingent upon satisfactory performance evaluations as determined by the Department and be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial agreement.

SECTION 4 FINANCIAL SPECIFICATIONS

4.1 Funding Source

General revenue and trust fund programs will fund the agreement resulting from this ITN. The state of Florida's performance and obligation to pay under any resultant agreement is contingent upon an annual appropriation by the State Legislature.

4.2 Funding Amount

The SunCoast Region currently incurs an approximate annualized cost of **\$117,453.60** for its janitorial services, cleaning supplies, and paper products. The Department intends to award the agreement to one successful vendor.

To assist interested vendors in calculating the cost of providing the requested services the Department has provided in Appendix VII, Financial Cost Bid Considerations, the average level of services provided through the current agreement.

4.3 Invoicing and Payment of Invoices

- 4.3.1** The method of payment is fixed price (unit cost). The successful vendor shall request payment on a monthly basis through the submission of a properly completed invoice within fifteen calendar (15) days following the end of the month for which payment is being requested. Payment due under the agreement will be withheld until the Department has confirmed delivery of the services.
- 4.3.2** One (1) original copy of the invoice is required.
- 4.3.3** The Department will have up to five (5) working days from receipt of the invoice to approve, disapprove in its entirety, or disallow certain proposed expenditures listed. Approved invoices will be processed expeditiously for prompt payment. Disallowance of the deliverables will result in the rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the vendor in order to process the invoice for payment. The vendor will have five (5) working days from the date of rejection of the initial invoice to correct and resubmit it for payment.

4.4 Advance Payment

Not applicable to this agreement.

4.5 MyFloridaMarketPlace Transaction Fee

- 4.5.1** The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement System. Pursuant to subsection 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the successful Vendor shall pay to the State.
- 4.5.2** For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the successful Vendor. If automatic deduction is not possible, the successful Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, successful Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- 4.5.3** The successful Vendor shall receive a credit of any Transaction Fee paid by the successful Vendor for the purchase of any item(s) if such item(s) are returned to the successful Vendor through no fault, act, or omission of the successful vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the successful Vendor's failure to perform or comply with specifications or requirements of the agreement.
- 4.5.4** Failure to comply with these requirements shall constitute grounds for declaring the successful Vendor in default and recovering procurement costs from the successful Vendor in addition to all outstanding fees. **SUCCESSFUL VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

SECTION 5 INSTRUCTIONS FOR RESPONDING TO THE ITN

5.1 How to Submit a Reply

5.1.1 Mandatory Reply Deadline

All replies must be received by the Procurement Manager by the deadline, and at the location set forth in Section 2.4, Schedule of Events and Deadlines. The Vendor may choose the appropriate means for delivery and is responsible for receipt of the reply by the Procurement Manager. Late replies will not be accepted. The Department is not responsible for lost or misdirected submissions.

5.1.2 Electronic Transmittal of Replies Not Acceptable

Facsimile or electronic transmissions of replies will not be accepted.

5.1.3 Reply Amendments

Any amendments to the reply as originally submitted by the vendor and that are not required by the Department, must comply with the requirements of this section and must be received by the deadline specified in Section 2.4 Schedule of Events and Deadlines.

5.1.4 Number of Copies Required

One original (marked "Original") and four (4) copies (marked and numbered #1, #2, #3, #4) and one (1) electronic copy are required. The original submitted to the Department must contain the original signature of an official authorized to bind the vendor to their reply. The electronic copy shall be submitted as outlined in Section 5.3.2.

5.1.5 Replies to be in Sealed Containers

The original and each copy of the Reply, including the electronic copy, must be individually sealed in separate containers. The outside of each container must be clearly marked with the ITN number, title of the reply, and the vendor's name. The original reply must be clearly marked "Original" and the copies must be marked "Copy #1", "Copy #2", "Copy #3", "Copy #4", and "Electronic Copy" respectively.

All individually sealed containers must be placed in an appropriate sealed mailing container. Clearly mark the exterior of the mailing container "Reply to DCF Competitive Solicitation Number **ITN 23GS17005**: JANITORIAL SERVICES FOR SUNCOAST REGION HEADQUARTERS."

5.1.6 Cost of Preparation of the Reply

By submitting a reply, a vendor agrees that the Department is not liable for any costs incurred by the vendor in responding to this ITN.

5.1.7 General Instructions to Respondents, PUR 1001

The PUR 1001, incorporated herein by reference, is part of this ITN, and contains instructions explaining the solicitation process and the actions necessary to respond to a solicitation. This ITN contains additional materials and guidance. The terms and conditions of the ITN take precedence over the terms and conditions of the PUR 1001 form unless the contradictory term in the form is statutorily required. Vendors are not required to sign and return the PUR 1001 form with their response to this ITN. By submitting a bid, the vendor agrees to comply with all terms and conditions of this ITN. Failure to comply with all terms and conditions shall be grounds for rejecting the response. Please note that Section 3 of PUR 1001 does not apply to this ITN.

5.2 Content of the Reply

5.2.1 Title Page

When submitting a reply in response to this ITN, the vendor must ensure that each copy of the reply has a “title page” that contains the following minimum information:

5.2.1.1 Name of Organization to which reply is submitted

5.2.1.2 ITN number;

5.2.1.3 Title of reply;

5.2.1.4 Prospective vendor’s legal name and federal tax identification number;

5.2.1.5 Prospective vendor’s Data Universal Numbering System number (DUNS number);

5.2.1.6 Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and

5.2.1.7 Name of vendor’s project director (if known)

5.2.2 Vendor’s Cross Reference Table

Vendor replies, original and each copy of the reply, must be “tabbed by section” and include a cross-reference between the reply and the ITN requirements in **Section 5.2.3**. The cross-reference table must be formatted as follows:

SAMPLE ITN / REPLY CROSS REFERENCE TABLE

ITN			REPLY		
Page(3)	Section	Subject	Subject	Page(s)	Section
31	5.2.1	Title Page	Title Page	1	5.2.1
32	5.2.3	TAB 1: Mandatory Requirements, Signature Authority, and Certifications.	TAB 1: Mandatory Requirements, Signature Authority, and Certifications.	2 - 8	5.2.3
33	5.2.4	TAB 2: Organizational Capacity	TAB 2: Organizational Capacity	9 - _	5.2.4
33	5.2.5	TAB 3: Experience/References	TAB 3: Experience/References		5.2.5
33	5.2.6	TAB 4: Quality Assurance and Confidentiality	TAB 4: Quality Assurance and Confidentiality		5.2.6
33	5.2.7	TAB 5: Proposed Project Price Sheets	TAB 5: Proposed Project Price Sheets		5.2.7
33	5.2.8	TAB 6: Financial Stability and Project Budget Detail	TAB 6: Financial Stability and Project Budget Detail		5.2.8

Note: To ensure inclusion of all applicable items of the ITN, vendors are encouraged to “set-up” the cross reference table and complete the ITN side of the table.

5.2.3 TAB 1: Mandatory Requirements, Signature Authority, and Certifications.

5.2.3.1 Mandatory Requirements

Mandatory Requirements as provided on the Mandatory Requirements Checklist (MRC), Appendix VII, must be met in full. The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated. It is the vendor's responsibility to ensure that all required documents are submitted with the reply, according to the instructions herein.

5.2.3.2 Certificate of Signature Authority

The reply must include a signed Certificate of Signature Authority (Appendix II), completing either Section A (or providing a corporate resolution or other duly executed certification issued in the Vendor's normal course of business) or Section B, demonstrating the person signing the reply and its statements and certifications is authorized to make such representations and to bind the Vendor.

5.2.3.3 Mandatory Certification

The reply must include a Mandatory Certifications - Master Certification/Vendor's Certification (Appendix III) signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor and the "true" box must be checked next to each of the Certifications (a) through (l).

5.2.3.4 Vendor Registration in MYFLORIDAMARKETPLACE

The Vendor's reply must include proof of vendor registration in MyFloridaMarketPlace (MFMP). To comply with Rule 60A-1.030(3), Florida Administrative Code (F.A.C.), each vendor doing business with the State for the sale of commodities or agreemental services as defined in Section 287.012 F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3) F.A.C., in order to be paid. Information about the registration process is available, and registration may be completed at MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com). All vendors are responsible for submitting evidence of registration, or proof of exemption by Rule from registration, with any response to an ITN.

5.2.3.5 Proof of Insurance

The Vendor's reply must include a copy of the vendor's verification of General Liability Insurance Coverage.

5.2.3.6 Tie Breaking Certifications

The reply may include the Master Certification – Tie Breaking Certifications. The Vendor may check the "true" box for any or all Tie Breaking Certifications identified in Appendix III, sections I. through o. for which a Vendor qualifies. Completion of the Tie Breaking Certifications is optional for qualifying Vendors. However, a Vendor waives all rights to consideration of a "tie breaker" if it fails to timely submit the certification for a "tie breaker".

5.2.3.7 Bid Bond Not Required

A bid bond is not required to accompany the proposal.

5.2.3.8 Evidence of Ability to Provide Payment and Performance Bond Not Required

Evidence of the Vendor's ability to provide a payment and performance bond is not required to accompany the reply.

5.2.4 TAB 2: Organizational Capacity

The Vendor's reply shall describe the vendor's organizational structure and its capacity to properly provide janitorial services of the size and scope of this ITN. This shall include a summary of the following:

5.2.4.1 Describe background and past experiences that demonstrate the ability to perform tasks.

5.2.4.2 Describe how the vendor will **perform the tasks outlined in Section 3.2.6 and 3.2.15.**

5.2.4.3 Describe how communication with customers occurs during ongoing business and the vendor's willingness to partner with and follow the Department's direction regarding the provision of services.

5.2.5 TAB 3: Experience/References

The Vendor's reply shall provide a minimum of three (3) references from current/past customers of similar size and expanse who have been served by the vendor sometime during the past 3 years, **other than the Department of Children and Families.** Upon receipt of these references, the Department will contact each reference and request they complete a questionnaire which addresses customer satisfaction issues. The Department reserves the right to contact and interview these references as necessary.

5.2.6 TAB 4: Quality Assurance and Confidentiality/Security

The Vendor's reply shall describe and demonstrate its capability regarding the following:

5.2.6.1 Describe the approach to ensuring quality assurance as it relates to ensuring a high quality janitorial service and timely response to Department requests. For example, the vendor may include a copy of policy and procedures outlining method of quality control to ensure tasks are completed and maintained at an acceptable level.

5.2.6.2 Describe how the Vendor will ensure the safety of Department property and confidential sensitive customer/client information relative to providing janitorial services in a protected area.

5.2.7 TAB 5: Proposed Project Price Sheets (Appendix VI)

The Vendor's reply shall contain proposed agreement service prices for the initial five (5) year agreement period and the renewal period (Appendix VI), not to exceed \$120,000.000 annually.

The Vendor's reply shall include a detailed line item budget and related narrative supporting the proposed pricing.

5.2.8 TAB 6: Financial Stability

The Vendor's reply shall include certified independent financial statements, or documents sufficient to show a) financial stability, and b) financial resources sufficient to substantiate the vendor's ability to meet their financial obligations for at least two consecutive months prior to receiving reimbursement (the Department has 40 days upon receipt of properly completed invoice to disperse payment).

5.3 Reply Format

5.3.1 Hard-copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The reply must be bound in 3-ring binders, labeled and submitted in Tabbed Sections in the order listed in Sections 5.2.3 through 5.2.6 for the programmatic section of the reply; Section 5.2.7 for the separately bound Cost Proposal section of the reply, and Section 5.2.8 bound separately for the Financial Stability Documentation.

5.3.2 Electronic Copy Format

The required electronic format of the reply must be on non-rewritable CD-ROM. The software used to produce the electronic files must be Adobe portable document format ("pdf"), version 6.0 or higher. Replies must be able to be opened and viewed by the Department utilizing Adobe Acrobat, version 9.0. The electronic copies must be identical to the original reply submitted, including the format, sequence and section headings identified in this solicitation. The electronic media must be clearly labeled in the same manner as the hard copies and submitted with the corresponding hard copies. The hard copy marked "original" shall take precedence over the electronic version(s) of the reply and all non-"original" hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked "original" and any of the electronic versions submitted on CD-ROM, the Department reserves the right, at its sole discretion, to reject the entire reply.

5.3.3 References to Separately Bound Material

References to any separately bound, supporting materials may be made. Any such references must be clear. Referenced documents must be numbered for ease of use and must be identified as such. References to supporting documents must include the document, page, and paragraph numbers. The Department's evaluators will not be responsible for searching for relevant reference material.

5.3.4 Replies to be Thorough

Vendors must provide thorough and specific replies in the Reply for how they propose to address each of the requirements as specified in Section 3.2 of this solicitation, and must include the Proposed Project Price Sheet required in Section 5.2.7, as well as all the Financial Stability Documentation required in Section 5.2.8. Vendors are advised to consider the evaluation criteria set forth in Section 6.2.

5.3.5 Reply Clarity Essential

Vendors are advised that the Department's ability to conduct a thorough review of replies is dependent on the vendor's ability and willingness to submit replies which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential, and is the responsibility of the vendor.

5.3.6 Replies to be Concise

The reply should be prepared concisely and economically, providing a straightforward description of services to be provided and clearly describing the vendor's capability to satisfy the requirements of this solicitation. Emphasis should be on completeness and

clarity of content. The terms “shall”, “will” and “must” used within the ITN identify items that are required to be submitted as part of the reply. A failure to comply with the submission of a required item may result in the reply being rejected at the Department’s discretion.

5.4 Public Records and Trade Secrets

5.4.1 Replies and Other Submissions Are Property of the State

These provisions supplement Section 19 of PUR 1001 (2006). All materials submitted in response to this ITN become the property of the State of Florida and will be a public record subject to the provisions of Chapter 119, Florida Statutes. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of a reply will not affect this right.

5.4.2 Replies and Other Submissions Are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida’s Public Records Law, Chapter 119, Florida Statutes. A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to Section 119.071(1)(b), Florida Statutes. Once that exemption expires, all contents of a reply and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Vendor’s reply or other submittal to this solicitation will be waived upon opening of the reply or submittal by the Department, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Vendor’s reply or other submittal outside of the separately bound document described below.

5.4.3 How to Claim Trade Secret Protection

If the Vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida’s Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD, with the words "Trade Secret" included in the file name) clearly labeled "**Attachment to Reply, ITN No. 23GS17005 – Trade Secret Material**". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

5.4.4 Vendor’s Duty to Respond to Public Records Requests

In response to any notice by the Department a public records request received by the Department encompasses any portion of the separately bound part of the Vendor’s reply or other submissions labeled as “trade secret,” the Vendor shall expeditiously provide the Department with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information

correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

5.4.5 Department Not Obligated to Defend Vendor Claims

The Department is not obligated to agree with the Vendor's claim of exemption and, by submitting a proposal or other submission; the Vendor agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Vendor agrees it shall protect, defend, and indemnify, including attorney's fees and costs, the Department for any and all claims and litigation (including litigation initiated by the Department) arising from or relating to Vendor's claim the redacted portions of its proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the Vendor's redaction.

SECTION 6 THE SELECTION METHODOLOGY

The Department intends to award the agreement to the responsible and responsive vendor or vendors whose reply is determined by the Secretary or his designee to be the best value to the state. The Department will award the agreement based on a final selection by the Secretary or his designee, who will consider the relative importance of price and other evaluation criteria set forth in this solicitation. The Secretary or designee may also make a determination as to whether to deem one or more vendors ineligible for award. The Department will electronically post the Secretary's or designee's final decision and intent to award in accordance with ss. 120.57(3)(a), F.S. and Rule 60A-1.021, F.A.C. Nothing herein limits the ability of the Secretary or designee to confer with any Department personnel in the course of the process.

Replies that meet the Mandatory Requirements of this ITN (see Section 6.1 and Appendix VIII) and are otherwise responsive will be eligible for evaluation. Responsive Vendors will be evaluated and ranked and a Short List of one (1) or more vendors selected for negotiation will be posted as described in Section 6.2 of this ITN. Following negotiations with Shortlisted Vendors, the Department will post a notice of intended agreement award, identifying the Vendor selected for award. Final agreement terms will be established with the selected Vendor.

6.1 Application of Mandatory Requirements

A vendor must comply with all Mandatory Requirements to be considered for selection under this ITN. The mandatory requirements for this ITN are set forth in Appendix VIII, Mandatory Requirements Checklist. These criteria elements require the same responses from all prospective vendors and require a simple "Yes" or "No" answer. Points are not awarded to these criteria elements; however, a "No" to any of the listed criteria may automatically disqualify a vendor from further consideration.

6.1.1 The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified in Appendix VIII, Mandatory Requirements Checklist.

6.1.2 A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

6.1.3 Meeting the Mandatory Requirements is a minimum threshold and shall not impact any ranking in the evaluation process.

6.1.4 An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness.

6.2 Evaluation Methodology for Ranking and Shortlisting

All replies that meet the Mandatory Requirements and are determined to be otherwise responsive will be evaluated using the following process:

6.2.1 References

A Customer Service Questionnaire (CSQ) (sample found in Appendix V) will be sent to each of the three (3) references provided by each prospective vendor passing the Mandatory Criteria Evaluation review. The purpose of this CSQ is to solicit customer input regarding the prospective vendor’s timeliness, accuracy, responsiveness to requests/inquiries, and the quality of services, employee courtesy and other factors. Each CSQ shall be scored based upon the responses provided from each reference. Any questionnaire not returned within the prescribed time frame shall be deemed “non-responsive” and the respective vendor shall receive a score of “0, not acceptable” for that reference response. The completed CSQs will be used to score Criteria Number 2, TAB 3: Experience/Reference.

6.2.2 Scoring by Evaluators

6.2.2.1 The Department’s evaluators will evaluate each responsive reply relating to vendor eligibility and qualification in accordance with the criteria and methodology provided in Section 6.2.5 and the Rating Sheets (Appendix IX).

6.2.2.2 A debriefing meeting of the evaluators will be held to review the results of the evaluation for ranking and shortlisting responsive vendors.

6.2.2.3 The Department reserves the right to change the evaluators in its sole discretion.

6.2.3 Ranking by Procurement Manager

The Procurement Manager will develop a ranking. This ranking will serve as the recommended ranking of the Department’s evaluators.

6.2.4 Report of the Procurement Manager

After developing the recommended ranking, the Procurement Manager will provide to the Secretary or his designee a report on replies deemed nonresponsive and, as to those deemed responsive, a report on the evaluation process and the recommended ranking of the evaluators. Along with a recommendation for selection of vendors for negotiation (the short list), which may include a recommendation that one or more otherwise responsive replies be deemed ineligible.

6.2.5 Determination of Ranking

The Secretary or his designee will approve a ranking of all responsive vendors and the short list of vendors selected for negotiation taking into consideration the recommended ranking by the Department’s evaluators, the report and recommendation of the Procurement Manager, and the following criteria:

Criteria	Criteria Category	Total	Weighted	Maximum
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Number		Possible Score	Value	Points
1	TAB 2: Organizational Capacity	3	X 1	3
2	TAB 3: Experience/References	3	X 3	9
3	TAB 4: Quality Assurance and Confidentiality/Security	3	X 3	9
4	TAB 5: Price	3	X 2	6
Total Maximum Reply Score is: 27				

No scoring by the Secretary or his designee will be required in arriving at this selection. The ranking by the evaluators shall serve as a recommendation only.

The Secretary or his designee will also make a determination as to whether to deem one or more respondents ineligible for award due to the qualifications of the vendor or the quality of the reply.

6.2.6 Selection and Posting of Qualified Vendors for Negotiations (“Short List”)

Upon approval of a ranking and short list of vendors selected for negotiations by the Secretary or his/her designee, the Department will post the ranking and short list on the VBS website at: http://vbs.dms.state.fl.us/vbs/main_menu. Responsive Vendors who are not listed in the posting will not be formally eliminated from the ITN process until the posting of the notice of intent to award. Unless otherwise provided in the posting of the short list, no presumption of preference or merit in the negotiation process or for agreement award shall arise from the Evaluators’ scores, the ranking or order of vendors listed in such posting.

6.3 Negotiation Process for Final Selection

The Department intends to initially negotiate with the highest-ranked vendor on the short list approved by the Secretary or his designee. However, the Department reserves the right, after posting notice thereof, to expand the short list to include additional responsive vendors for negotiation or change the method of negotiation (e.g., concurrent versus by order of ranking), if it determines that to do either would be in the best interest of the State. The Department reserves the right to change the members of the negotiation team in its sole discretion.

6.3.1 Goal of Negotiations

The negotiation process is intended to enable the Department to determine whether and with whom it will contract and to establish the principle terms and conditions of such agreement. There will be additional negotiations to finalize all terms and conditions of the agreement after a notice of selection is posted.

6.3.2 Supplemental Replies

The Department reserves the right to require shortlisted vendors to submit a supplemental reply or other submission prior to conducting negotiations. Notice of such requirement will be posted on the DMS VBS website (http://vbs.dms.state.fl.us/vbs/main_menu).

6.3.3 Department Retains Discretion

After the initial negotiation session with the selected vendor(s), in its sole discretion, the Department shall determine whether to hold additional negotiation sessions and with which vendor(s) it will negotiate.

6.3.4 Other Department Rights During Negotiations

At any time during the negotiation process, the Department's reserved rights include but are not limited to:

- 6.3.4.1** Schedule additional negotiating sessions with any or all responsive vendors;
- 6.3.4.2** Require any or all responsive vendors to provide additional or revised detailed written replies addressing specified topics;
- 6.3.4.3** Require any or all responsive vendors to provide a written best and final offer;
- 6.3.4.4** Require any or all responsive vendors to address services, prices, or conditions offered by any other vendor;
- 6.3.4.5** Pursue an agreement with one or more responsive vendors for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written replies or request for best and final offers;
- 6.3.4.6** Pursue the division of agreement between responsive vendors by type of service or geographic area, or both;
- 6.3.4.7** Arrive at an agreement with any responsive vendor, finalize principal agreement terms with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendors;
- 6.3.4.8** Decline to conduct further negotiations with any vendor;
- 6.3.4.9** Reopen negotiations with any vendor;
- 6.3.4.10** Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation;
- 6.3.4.11** Review and rely on relevant information contained in the replies received pursuant to Section 5; and
- 6.3.4.12** Review and rely on relevant portions of the evaluations conducted pursuant to Section 6.2.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Vendor or Vendors affected and whether to provide concurrent public notice of such decision.

6.3.5 Negotiation Meetings Not Open to Public

- 6.3.5.1** Negotiations between the Department and Vendors are not open to the public pursuant to subsection 286.0113(2), F.S.
- 6.3.5.2** Negotiation strategy meetings of the Department's negotiation team are exempted by s. 286.0113(2), F.S.
- 6.3.5.3** The Department will record all meetings of the Department's negotiation team.

6.4 Final Selection and Notice of Intent to Award Agreement

6.4.1 Award Selection

The Department will select for award of the agreement the responsive vendor or vendors as determined by the Secretary or his or her designee to provide the best value to the State based on the following selection criteria:

6.4.1.1 The Vendor's competence, capabilities, and approach to delivery of Janitorial Services.

6.4.1.2 The Vendor's proven track record of excellent service provision.

6.4.1.3 The Vendor's ability to deliver high quality services.

6.4.1.4 The reasonableness of the Vendor's proposed price.

6.4.1.5 The Vendor's willingness to partner with the Department during the provision of services.

6.4.1.6 The Vendor's willingness to be flexible in accommodating changing Department requirements.

6.4.2 Department's Right to Rely on Replies and Evaluations

The Department reserves the right to review and rely on relevant information contained in the replies received and relevant portions of the evaluations conducted.

6.4.3 Department's Negotiation Team Recommendation

The Department's Negotiation Team will develop a recommendation as to the award that will provide the best value to the State based on the above selection criteria set forth above. In so doing, the Negotiation Team is not required to score the vendors, but will base its recommendation on the criteria set forth above. The Procurement Manager will prepare a report to the Secretary or his designee regarding the recommendation of the Negotiation Team. The evaluation of the negotiation team shall serve as a recommendation only.

6.4.4 Secretary's Approval

The Secretary or his designee will approve an award that represents the best value to the State, taking into consideration the recommended award by the Negotiation Team. In so doing, the Secretary or his/her designee is not required to score the Vendors, and will base his or her decision on the determination of best value. If the Secretary or his designee determines that two or more replies most advantageous to the state are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with Rule 60A-1.011, F.A.C. and section 295.187, F.S.

6.4.5 Department's Reserved Rights

The Department reserves the right to:

6.4.5.1 Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.

6.4.5.2 Select one or more vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written replies or request for best and final offers;

6.4.5.3 Divide the work among vendors by type of service or geographic area, or both;

- 6.4.5.4** Post a notice of withdrawal or amendment of its Notice of Intent to Award and reopen negotiations with any vendor at any time prior to execution of the Agreement;
- 6.4.5.5** Award agreements for less than the entire service area or less than all services encompassed by this solicitation, or both.
- 6.4.5.6** Post a notice of withdrawal of award in the event that the selected Vendor fails to execute a agreement or defaults in performance. In such event, the Department reserved the right to re-procure in accordance with Rule 60A-1.006(3) F.A.C.

6.4.6 Posting Notice of Award

The Department will post a Notice of Intent to Award Agreement, stating its intent to enter into one (1) or more agreements with the vendor or vendors identified therein, on the DMS VBS website http://vbs.dms.state.fl.us/vbs/main_menu. Any negotiations to finalize terms and conditions of the agreement after such notice will involve a Department designee and not the Department's negotiation team, although members of the team may assist the designee in such negotiations.

6.4.7 Reserved Rights After Notice of Intent to Award

The Department reserves the right:

- 6.4.7.1** To schedule additional negotiation sessions with vendor(s) identified in the Notice of Intent to Award in order to establish final terms and conditions for contracts with the vendor(s).
- 6.4.7.2** To post a notice of withdrawal or amendment of its Notice of Intent to Award and reopen negotiations with any vendor at any time prior to execution of the contract.
- 6.4.7.3** To post a notice of withdrawal of award in the event that the selected vendor fails to execute the contract or defaults in performance. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3) Florida Administrative Code.

APPENDIX I - NOTICE OF INTENT TO SUBMIT A REPLY
Archive Record Storage and Management Services
ITN #23GS17005

_____ (vendor name)
wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled "Janitorial Services for the SunCoast Region Headquarters", ITN Number: 23GS17005.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Printed Name of Authorized Official:	
Title of Authorized Official:	
Signature of Authorized Official:	
Date:	
Address:	
Telephone Number:	
FAX Number:	
E-mail Address:	

APPENDIX II - CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B	
	Vendor is not a sole proprietorship (Complete Section A)
	Vendor is a sole proprietorship (Complete Section B)
Section A	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of Vendor) and have authority to make official representations by said Vendor regarding its official records and hereby state that my examination of the Vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the Vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Vendor in response to ITN # 23GS17005, and, in so doing, to bind the named Vendor to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<p>NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.</p>	
Section B	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of Vendor), and will be personally bound by the Reply submitted in response to ITN # 23GS17005.</p>	
Dated:	
Signature:	
Printed Name:	

APPENDIX III – MASTER CERTIFICATION / VENDOR’S CERTIFICATIONS

MASTER CERTIFICATION		
MANDATORY CERTIFICATIONS		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # 23GS17005, the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (a) through (k) and certify, by checking the applicable “true” or “false” box below and affixing my signature hereto, that each statement in each checked certification is “true” or “false” as indicated.</p>		
Check the applicable box next to the title to each certification:		
True	False	
		a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document
		b. Certification of Representations Per Section 9 of PUR 1001
		c. Certification of Authority to Do Business in Florida
		d. Statement of No Involvement
		e. Conflict of Interest Statement (Non-Collusion)
		f. Certification Regarding Subcontractors and Other Providers
		g. Certification Regarding Lobbying
		h. Certification Regarding Scrutinized Companies List
		i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts
		j. Certification Regarding Prior Contractual Obligations
		k. Certification of Representations Per Sections 287.133, and 287.134, F.S.
		l. Certification of a Drug Free Workplace
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked “true” above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed “false.”</p>		
Signature of Authorized Representative:		Date:
a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document		
<p>By checking the “True” box in the Master Certification and signing the same, I hereby certify that the Vendor’s Reply is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Vendor in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Vendor will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The Vendor further agrees that any intent by the Vendor to deviate from the terms and conditions set forth therein may result, at the Department’s exclusive determination, in rejection of the reply.</p>		
b. Certification of Representations Per Section 9 of PUR 1001		
<p>By checking the “True” box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.</p>		
c. Certification of Authority to Do Business in Florida		
<p>By checking the True” box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.</p>		

d. Statement of No Involvement

By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has:
Been awarded a contract that was procured using procedures other than those described in s. 287.057 (1-3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract to support this project;
Participated in drafting of a solicitation for this specific project; or
Developed a program for future implementation of this project.

e. Conflict of Interest Statement (Non-Collusion)

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Invitation to Negotiate as principals are named therein, that the Vendor's reply is made without collusion with any other person, persons, company, or parties submitting a proposal; that it is in all respect made in good faith; and as the signer of the proposal, I have full authority to legally bind the Vendor to the provisions of this reply.

f. Certification Regarding Subcontractors and Other Providers

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor's Agreement to the following: 1) during the negotiation phase the Department may request, and any vendor submitting a reply to this ITN may propose, that such vendor use any of the subcontractors or providers used or identified by any other vendor submitting a reply to this ITN; and 2) that the Vendor waives any contract provision to the contrary.

g. Certification Regarding Lobbying

By checking the "True" box in the Master Certification and signing the same, I hereby certify, to the best of my knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

h. Certification Regarding Scrutinized Companies List

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor 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. Both lists are created pursuant to section 215.473, Florida Statutes. I understand section 287.135, Florida Statutes, prohibits Florida state agencies from contracting with companies on either list, for goods or services over \$1,000,000, and 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.

i. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts

By checking the "True" box in the Master Certification and signing the same, I hereby certify, in accordance with the debarment and suspension instructions listed below, the Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal Department or agency. Where the prospective Vendor is unable to certify to any of the statements in this certification, such prospective Vendor shall attach an explanation to this certification.

INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369). (See 2 C.F.R. Part 180)

- (1) Each Vendor whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, Vendors who audit federal programs must also sign, regardless of the contract amount. The Department of Children and Families cannot contract with these types of Vendors if they are debarred or suspended by the federal government.
- (2) This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
- (3) The Vendor shall provide immediate written notice to the contract manager at any time the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department's procurement manager for assistance in obtaining a copy of those regulations.
- (5) The Vendor agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
- (6) The Vendor further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
- (7) The Department of Children and Families may rely upon a certification of a Vendor that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the Vendor's business location.

j. Certification Regarding Prior Contractual Obligations

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor has not:

- (1) Failed to correct to the satisfaction of the Department any unsatisfactory performance in a previous contract after Department notice of unsatisfactory performance;
- (2) Had a contract terminated by the Department for cause; and
- (3) Failed to sign a certification regarding debarment, suspension, ineligibility and voluntary exclusion contract/subcontracts (**Appendix III**) prior to contract execution.

k. Certification of Representations Per Sections 287.133 and 287.134, F.S.

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor is not listed on the Convicted Vendors List created and maintained pursuant to section 287.133, Florida Statutes, or on the Discriminatory Vendors List created and maintained pursuant to section 287.134, Florida Statutes.

I. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Vendor currently maintains a drug-free workplace environment in accordance with section 287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

Various provisions of Chapters 287 and 295 provide qualifying Vendors the advantage of "tie breakers" whenever two or more bids, proposals, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers" a Vendor who meets the statutory qualifications for one or more of these "tie breakers" must certify it qualifies for the cited preference. Completion of the certification is optional for qualifying Vendors, however, a Vendor waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, proposal or proposal.

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

As the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # 23GS17005 (the ITN), the facts regarding the reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (l) through (o) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

Check the box next to the title to each certification that is true:

<input type="checkbox"/>	m. Certification of a Certified Minority Business Enterprise
<input type="checkbox"/>	n. Certification of a Service Disabled Veteran’s Business Enterprise
<input type="checkbox"/>	o. Certification of a Florida Business
<input type="checkbox"/>	p. Certification of a Foreign Manufacturer with a Factory in Florida

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

Signature of Authorized Representative:	Date:
---	-------

m. Certification of a Certified Minority Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with s. 287.0943, F.S.

n. Certification of a Service Disabled Veteran’s Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Service Disabled Veterans Business Enterprise in accordance with s. 295.187, F.S.

o. Certification of a Florida Business

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization’s principal place of business is located within Florida in accordance with s. 287.084, F.S.

p. Certification of a Foreign Manufacturer with a Factory in Florida

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with s. 287.092, F.S.

APPENDIX IV

CONFIDENTIALITY STATEMENT
(To be on Vendors Letterhead)

I, _____ (Employee Name Here) _____, hereby affirm the following:

I agree that during the term of my employment for _____ (Vendor Name Here) _____ and thereafter, I shall not disclose or cause any third parties to disclose, any clients' information, or other information relating to the business, systems, procedures or interests of the State of Florida, Department of Children and Families, hereinafter referred to as the "Department", which is regarded by the Department as secret, confidential and valuable, referred to as "Confidential Information".

I understand and agree that any disclosure of such Confidential Information shall be deemed a breach of this agreement and shall result in immediate termination of my employment with the Department or its contracted vendor, unless such disclosure is authorized in writing by an authorized Department staff.

I acknowledge that I have read this agreement, understand it, and I agree to be bound by it.

Print Name

Signature

Date

APPENDIX V
REFERENCE SHEET
JANITORIAL SERVICES

Please provide a minimum of three (3) references from current/past customers of similar size and expanse who have been served by the vendor sometime during the past 5 years, other than the Department of Children and Families.

The Department will contact each reference and request that they complete the Customer Service Questionnaire attached herein and return it to the Department for scoring. The Department reserves the right to contact and interview these references as necessary.

Name and Address of Customer	Contact Person	Telephone Number + Fax + email	Date(s) of Service	Type of Service
Sample: First Bank & Trust 123 Main Street Anytown, FL 333333	John Doe	Phone: 321-555-5555 Fax: 321-555-1111 Email:	09/12/08	Storage Destruction
(1)				
(2)				
(3)				

**DEPARTMENT of CHILDREN & FAMILIES, SUNCOAST REGION
CUSTOMER SERVICE QUESTIONNAIRE**

for

Vendor Name: _____

Date: _____

To: _____ Phone: _____ From: _____
 _____ Fax: _____ Phone: (813) 337- 5863
 _____ Fax: (813) 337-8587

The Department of Children and Families, SunCoast Region has recently published an Invitation to Negotiate for Janitorial Services. A requirement of this procurement was that all prospective vendors provide us with customer references. (Vendor Name) has used your organization as a customer reference for these types of services. We would greatly appreciate it if you would please take a few minutes and complete the below questionnaire and fax this form back to us at the above number.

How long has (Vendor Name) been performing your janitorial services? _____ years.

	Customer Service Question	Excellent 1 point	Good 2 points	Fair 3 points	Needs Improvement 4 points	Not Acceptable 5 points
1	Did the vendor keep your restrooms fully stocked during work hours?					
2	Did the vendor keep your restrooms clean during work hours?					
3	Did the vendor fulfil their comment to shampoo carpets and/or strip and wax floors based on the time frames in their contract?					
4	Are invoices for monthly services submitted to you on time?					
5	Are invoices for monthly services accurate upon the initial submission?					
6	How would you rate your vendor's ability to keep your building clean?					
7	How well does the vendor respond to requests for special requests?					
8	How would you rate the cooperative attitude of vendor employees that you come in contact with?					
9	What is the overall final score you would give your vendor regarding customer satisfaction?					

CUSTOMER SERVICE QUESTIONNAIRE TOTAL SCORE: _____

Company Name: _____

Date: _____

Signature of Authorized Representative: _____

Title: _____

**APPENDIX VI
 PROPOSED PROJECT PRICE SHEETS
 JANITORIAL SERVICES FOR SUNCOAST REGION HEADQUARTERS
 INITIAL 5 YEAR PERIOD**

	Allowable Expenses	Unit	FY 2016-2017	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
1	Personnel						
2	Paper Products	N/A					
3	Cleaning Supplies	N/A					
4	Profit	N/A					
5	Total Cost of Contract	N/A					

**PROPOSED PROJECT PRICE SHEETS
 JANITORIAL SERVICES FOR SUNCOAST REGION HEADQUARTERS
 RENEWAL 5 YEAR PERIOD**

	Allowable Expenses	Unit	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	FY 2025-2026
1	Personnel						
2	Paper Products	N/A					
3	Cleaning Supplies	N/A					
4	Profit	N/A					
5	Total Cost of Contract	N/A					

APPENDIX VII - MANDATORY REQUIREMENTS CHECKLIST

If any responses are “no”, the reply is disqualified from further evaluation.

Mandatory Criteria Checklist

Print Vendor’s Name (Agency):	
Print Name of Department Reviewer (Procurement Manager):	
Signature of Department Reviewer:	Date:
Type or Print Name of Department Witness:	
Signature of Department Witness:	Date:

<p>1. Was the reply received by the date and time specified in the solicitation and at the specified address?</p> <p>Comments:</p>	<p align="center"> <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail </p>
<p>2. Does the reply include the following?</p> <p>a. Appendix II - Signed Proof of Signature Authority, naming the Vendor and its Authorized Representative (see note at bottom of Section A for acceptable alternatives).</p> <p>b. Appendix III - Master Certification, including the names of Vendor and its Authorized Representative and signature of the Authorized Representative.</p>	<p align="center"> <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail </p>
<p>3. Is the “Yes” box in the Master Certification (Appendix III) checked for each of the following?</p> <p>a. Appendix III a - Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</p> <p>b. Appendix III b - Certification of Representations Per Section 9 of PUR 1001</p> <p>c. Appendix III c - Certification of Authority to Do Business in Florida</p> <p>d. Appendix III d - Statement of No Involvement</p> <p>e. Appendix III e - Conflict of Interest Statement (Non-Collusion)</p> <p>f. Appendix III f – Certification Regarding Subcontractors and Other Providers</p> <p>g. Appendix III g - Certification Regarding Lobbying</p> <p>h. Appendix III h - Certification Regarding Scrutinized Companies List</p> <p>i. Appendix III i - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for contracts/subcontracts</p> <p>j. Appendix III j - Certification Regarding Prior Contractual Obligations</p> <p>k. Appendix III k - Certification of Representations Per Sections 287.133 and 287.134, F.S.</p> <p>l. Appendix III l - Certification of a Drug Free Workplace</p>	<p align="center"> <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail </p>
<p>4. Does the reply include proof of vendor registration in MyFloridaMarketPlace, Sections 5.2.3.4.?</p>	<p align="center"> <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail </p>
<p>5. Does the reply include proof of insurance as required by Section 5.2.3.5?</p>	<p align="center"> <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail </p>
<p>6. Does the reply include a response to each Section 5.2.4 through 5.2.8?</p>	<p align="center"> <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail </p>
<p>7. Has the Department Verified the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?</p> <p>Comments:</p>	<p align="center"> <input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail </p>

Appendix VIII - Evaluation Criteria

Name of Vendor Organization: _____
(Legal Name)

Department of Children and Families
 Procurement Manager: _____

Evaluator Name: _____

SECTION A - EVALUATION CRITERIA SUMMARY

Section	Criteria	Potential Score	Weight	Potential Weighted Value
Narrative – Eligibility and Qualifications				
5.2.4	Organizational Capacity	3	X 1	3
5.2.5	Experience/References	3	X 3	9
5.2.6	Quality Assurance and Confidentiality	3	X 3	9
5.2.7	Price Sheets	3	X 2	6
Total Score				
TOTAL POSSIBLE SCORE				27

SECTION B: NARRATIVE EVALUATION CRITERIA

5.2.4 ORGANIZATIONAL CAPACITY

The Vendor's reply should describe the vendor's organizational structure and its capacity to properly provide janitorial services of the size and scope of this ITN. This shall include a summary of the following:

5.2.4.1 Describe background and past experiences that demonstrate the ability to perform tasks.

5.2.4.2 Describe how the vendor will **perform the tasks outlined in Section 3.2.6 thru 3.2.15.**

5.2.4.3 Describe how communication with customers occurs during ongoing business and the vendor's willingness to partner with and follow the Department's direction regarding the provision of services.

RATING		NOTES
<ul style="list-style-type: none"> The reply fully describes an organizational structure and capacity. The reply includes a description of background and strong past experiences that demonstrate the ability to perform tasks described in Section 3.2.6. The overall structure maximizes resources, efficiency, and promotes flexibility in responding to customer needs. The reply provides a detailed schedule for all tasks outlined in Section 3.2.6 and 3.2.15 beginning on 7/1/2016. The reply demonstrates a strong communication plan and willingness to partner with the Department with emphasis on following the Department's direction regarding the provision of services. 	3 Points	
<ul style="list-style-type: none"> The reply fully describes an organizational structure. The reply includes a description of background and past experiences that demonstrate the ability to perform tasks described in Section 3.2.6. The reply provides a detailed schedule for all tasks outlined in Section 3.2.6 and 3.2.15 beginning on 7/1/2016. The reply includes a plan of communication outlining a willingness to partner with the Department. 	2 Points	
<ul style="list-style-type: none"> The reply does not fully describe the organizational structure and capacity. The reply submitted does not clearly describe a background and past experience to demonstrate the ability to perform the tasks described in Section 3.2.6. The reply does not outline how the vendor will meet the logistical challenges of _____. 	1 Point	
The reply did not include the required documentation or did not describe the required areas.	0 Points	
SCORE: _____		

5.2.5 EXPERIENCE/REFERENCES

The Vendor’s reply must provide a minimum of three (3) references from current/past customers of similar size and expanse who have been served by the vendor sometime during the past 3 years, **other than the Department of Children and Families**. Upon receipt of these references, the department will contact each reference and request they complete a questionnaire which addresses customer satisfaction issues. (Appendix V). The Department reserves the right to contact and interview these references as necessary.

RATING		NOTES
The Vendor’s reply provided the minimum three (3) references and quality services, as documented by reference letters, have been provided by the vendor for other customers of the same size and expanse for at least <u>ten</u> years.	3 Points	
The Vendor’s reply provided less than the three (3) required references and/or quality services, as documented by reference letters, have been provided by the vendor for other customers of the same size and expanse for at least <u>six</u> years.	2 Points	
The Vendor’s reply provided less than the three (3) required references and/or quality services, as documented by reference letters, have been provided by the vendor for other customers of the same size and expanse for at least <u>three</u> years.	1 Point	
Quality services, as documented by reference letters, have been provided by the vendor for other customers of the same size and expanse for <u>less than three years</u> .	0 Points	
SCORE: _____		

5.2.6 QUALITY ASSURANCE AND CONFIDENTIALITY/SECURITY

The Vendor's reply shall describe and demonstrate its capability regarding the following:

5.2.6.1 Describe the approach to ensuring quality assurance as it relates to accomplishing janitorial services and ensuring response to Department request are timely. For example, the vendor may include a copy of policy and procedures outlining method of quality control to ensure tasks are completed and maintained at an acceptable level.

5.2.6.2 Describe how the Vendor will ensure the safety of Department property and confidential sensitive customer/client information relative to providing janitorial services in a protected area.

RATING		NOTES
The reply documents an excellent agency QA program that ensures a timely service provision and the protection of confidential/sensitive information.	3 Points	
The reply documents a good agency QA program that ensures a timely service provision and the protection of confidential/sensitive information.	2 Points	
The reply documents an acceptable agency QA program that ensures a timely service provision and the protection of confidential/sensitive information.	1 Point	
The reply does not address the required areas or describes an unacceptable QA program.	0 Points	
SCORE: _____		

5.2.7. PRICE (Current annualized cost of \$117,453.60)

The Vendor's reply shall contain proposed agreement service prices for the initial five (5) year agreement period and the renewal period (Appendix VI), not to exceed \$120,000.00 annually. The Vendor's reply shall include a detailed line item budget and related narrative supporting the proposed pricing.

RATING		NOTES
Proposed pricing proves to be in the best interest of the state of Florida and the vendor submitted a clear and reasonably detailed line item budget sufficient to show the vendor anticipates the needs associated with managing services of the ITN's size and scope.	3 Points	
Proposed pricing proves to be in the interest of the state of Florida and the vendor submitted a clear and reasonable detailed line item budget.	2 Points	
Proposed pricing proves to be beneficial to the state of Florida and the vendor submitted at least a general line item budget .	1 Point	
Proposed pricing is more than \$120,000.00 and/or the vendor submitted a vague line item budget lacking detail or budget narrative.	0 Points	

SCORE: _____

APPENDIX IX –

DIRECT ORDER INFORMATION SHEET

Standard Direct Orders

The Department of Children and Families standard direct order, formerly called a Purchase Order, should be used for the acquisition of all “commodities” and “purchases” as defined in Section 287, Part I, F.S., and associated administrative rules of State Purchasing unless otherwise excluded by this operating procedure. The use of various clarifying attachments to accompany Direct Orders will be at the discretion of the purchasing staff. If used, however, they should be clearly referenced on the Direct Order. Final terms and conditions, as negotiated, will be documented through a Statement of Work, which will be considered part of the final agreement.

Direct Order Description

The standard Department of Children and Families Direct Order is the electronic Direct Order generated by MyFloridaMarketPlace (MFMP).

Preparation of Direct Order

Following the receipt and evaluation of an approved ARTS requisition, the purchasing director/agent will complete those actions that precede the preparation of a Direct Order. When required preliminary action has been completed, a Direct Order may be prepared. This is a legal document that, upon acceptance by the vendor, authorizes the purchase of and payment for the specified commodity and/or service, and constitutes a binding contract enforceable by law. The order must be carefully worded and accurately prepared to minimize errors and the possibility of misunderstanding.

Direct Order Procedure

Director Orders are entered and electronically signed and transmitted by the purchasing director/agent. Funds are automatically encumbered in FLAIR for the Department of Children and Families Direct Orders unless the purchasing agent overrides the automatic setting.

Prompt Payment

Vendors submitting a correct invoice, and not receiving payment within 40 days of submission of such invoice, as per Chapter 215.422(3)(b), F.S., is entitled to interest at a rate as established pursuant to s.55.03(1), F.S. on the unpaid balance from the expiration of such 40 day period until such time as the warrant is issued to the vendor.

APPENDIX X

JANITORIAL SERVICES INSPECTION CHECKLIST

Inspection: DAILY / WEEKLY / MONTHLY / QUARTERLY

Date of Inspection: _____

Compliance Percentage: _____

Compliance Percentage on Re-Inspection: _____

Department Rep: _____

Vendor Rep: _____

Inspection to be conducted utilizing the Section 2.3.6.5 through 2.3.6.11 tasks for **DAILY, WEEKLY, MONTHLY AND QUARTERLY ITEMS**

COMPLIANCE LEVEL-MAKE NOTATIONS AS APPROPRIATE

TASKS PERFORMED DAILY	SATISFACTORY	UNSATISFACTORY
Examples: Waste receptacles emptied/cleaned as necessary, vacuuming, dust mopping, steam cleaned, carpet spot cleaning, restrooms sanitized and cleaned, break rooms wiped down/cleaned, carpet mats cleaned, doorway glass cleaned, walls spot cleaned, appropriate areas polished, outside perimeters cleaned, outside break area wiped down, cigarette receptacles emptied		
TASKS PERFORMED WEEKLY	SATISFACTORY	UNSATISFACTORY
Examples: Window partitions clean and streak free, flat surfaces dusted, baseboards dust free and mop line free, tiled and linoleum floors scrubbed and buffed, scuff marks removed from doors and kick plates, bathroom tile walls cleaned.		
TASKS PERFORMED MONTHLY	SATISFACTORY	UNSATISFACTORY
Examples: Glass interior office partitions in Suite 900 cleaned and streak free, furniture vacuumed, baseboards wiped clean, stairwell swept and mopped, hand rails wiped down.		
TASKS PERFORMED QUARTERLY	SATISFACTORY	UNSATISFACTORY
Examples: Strip and refinish non-carpeted floors including serving area and cafeteria, entire carpet cleaned by hot water extraction or other approved method, clean all exterior windows outside of office suites.		

Specific instructions to vendor on items marked "Unsatisfactory":

Re-inspection scheduled for: _____

Signature of Department Representative: _____

Signature of Vendor Representative: _____

Note: All inspection records shall be maintained by both the Department and the Vendor.