

**FLORIDA DEPARTMENT OF
TRANSPORTATION**



RFP-DOT-11/12-8007-KB

JANITORIAL SERVICES

FOR

THE TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX

**TURKEY LAKE SERVICE PLAZA
MILEPOST 263.0 ON FLORIDA'S TURNPIKE
OCOE, FL 34761**

190970-1-A1-08

ADVERTISEMENT

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

Sealed Request for Proposal Packages will be received by the Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761, until 2:30 P.M. (local time) on **June 12, 2012**, for the following project:

BID NO.: RFP-DOT-11/12-8007-KB

SCOPE OF SERVICES: The Florida Department of Transportation, Florida's Turnpike Enterprise (herein after referred to as the Department) seeks to obtain the services of a licensed, insured, qualified and experienced Vendor, to provide comprehensive routine and non-routine, multi-functional janitorial and specialized services such as, but not limited to, interior window, tile and grout services, carpet cleaning, pressure washing, and other building services. The selected Vendor shall provide all labor, equipment, supplies, and incidentals, including training of personnel to carry out all required services, meeting the Department's janitorial objectives.

Vendor's Qualifications

1. The Vendor shall be properly licensed and insured to provide the type of services being requested by the Department, within Orange County, Florida, and the city limits of Ocoee and Orlando, Florida.
2. The organized business enterprise (i.e. corporation, LLC or sole proprietorship) shall have been actively engaged in the type of business being requested for a minimum of four (4) years.
3. The Vendor shall have consecutively provided services for the past two (2) years for a single commercial office facility, similar in size and type of services being requested within the Department's Scope of Services.
4. The Vendor shall hold a current Cleaning Industry Management Standard certification (CIMS) or approved other, or obtain the CIMS certification or approved other, within one hundred eighty (180) days of the contract's start date (www.issa.com/standard).
5. The Janitorial Vendor shall submit, as part of its proposal, a copy of a proposed organizational plan for this project along with their qualifications, training plan and a brief description of relevant experience.
6. The Vendor shall provide as part of their Technical Proposal package, a minimum of four (4) current references, each similar in building size, office type and have performed janitorial services such as being requested by the Department.
7. Each janitor shall have worked in a commercial office facility of fifty thousand square feet (50,000 sq. feet) or more, operated similar equipment and familiarized with proper usage of various types of cleaning chemicals, and have provided similar type services as being requested to perform within the Department's Scope of Services.

NOTE: The Vendor shall hire only experienced and trained personnel for this contract, approved in advance in writing by the Department's Contract/Project Manager or designee. The Vendor shall only request approval for persons who are free of convictions from theft and/or dishonesty related crimes and can be trusted to work in a building where safety and security is vital.

HOW TO APPLY: Prospective Proposers may paste the link below into their browser and search for the RFP-DOT-11/12-8007-KB:

http://myflorida.com/apps/vbs/vbs_search_r1.matching_ads_page

MANDATORY PRE-PROPOSAL CONFERENCE: There will be a **MANDATORY PRE-PROPOSAL CONFERENCE** scheduled for **May 17, 2012** at 10:00 a.m. in room 3001 at the **Department of Transportation, Florida's Turnpike Enterprise, Contractual Services Office, Building 5315 on Florida's Turnpike, Milepost 263.0, Turkey Lake Service Plaza, Ocoee, Florida, 34761** for this Request for Proposal (RFP).

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

NOTE: All of the Department's ITB/RFP/ITN ADVERTISEMENTS appear on the Internet at website:

<http://myflorida.com>

Click on "Business"

Click on "Doing Business with the State"

Under "Everything for Vendors and Customers" Click on "Vendor Bid System (VBS)"

Under "Vendor Bid System" Click on "Search Advertisements"

Drop menu for Agency and Select "Department of Transportation"

Scroll down and Click on "Initiate Search"

We encourage all vendors to regularly check this site.

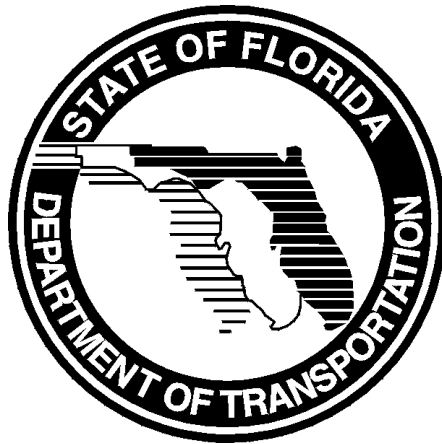


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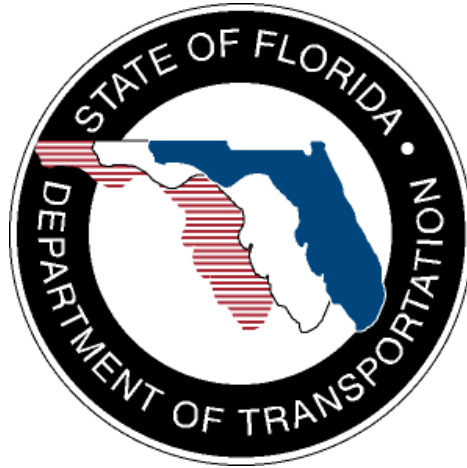
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**State of Florida
Department of Transportation**



REQUEST FOR PROPOSAL

RFP-DOT-11/12-8007-KB

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**TURKEY LAKE SERVICE PLAZA
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CONTACT INFORMATION:

DIRECT ADMINISTRATIVE AND TECHNICAL QUESTIONS TO:

Email: karen.bracy@dot.state.fl.us

Phone: (407) 264-3696

SUBMIT SEALED BIDS REGULAR MAIL TO:

Ms. Karen Bracy
Florida Department of Transportation
Florida's Turnpike Enterprise
P. O. Box 613069
Ocoee, FL 34761-3069

SUBMIT SEALED BIDS VIA OVERNIGHT MAIL OR HAND DELIVERY TO:

Ms. Karen Bracy
Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Building No. 5315, Turkey Lake Service Plaza
Ocoee, Florida 34761-3069

INTRODUCTION SECTION

1) INVITATION

The State of Florida Department of Transportation, hereinafter referred to as the “Department”, requests written proposals from qualified Proposers to provide comprehensive routine and non-routine, multi-functional janitorial and specialized services for Florida’s Turnpike Headquarters Complex. It is anticipated that the term of the contract will begin on August 2012 and be effective for two (2) years.

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

2) TIMELINE

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

Activity	Date / Time	Location
Advertise Proposal	May 7, 2012	Internet’s Vendor Bid System
Pre Proposal Meeting (Note 1)	May 17, 2012 10:00 a.m. Bring a copy of the package to the meeting	Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Room 3001 Turkey Lake Service Plaza Bldg. 5315 Ocoee, Florida 34761
Deadline for technical questions (There is no deadline for administrative questions)	May 24, 2012 5:00 p.m.	Via email to karen.bracy@dot.state.fl.us Reference: RFP-DOT-11/12-8007-KB in the subject box
Submission of Sealed Proposals, Technical Proposal & Price Proposals (Note 1)	On or before June 12, 2012 2:30 p.m.	Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Turkey Lake Service Plaza Bldg. 5315 Ocoee, Florida 34761
*Public Opening of Sealed Technical Proposals. (Note 1)	June 12, 2012 2:30 p.m.	Florida Turnpike Headquarters Florida Turnpike M.P. 263.0 Turkey Lake Service Plaza Bldg. 5315 Ocoee, Florida 34761
Posting of Intended Award	July 3, 2012 5:00 p.m. through July 9, 2012 5:00 p.m.	Internet’s Vendor Bid System

***Note 1 All meetings are opened to the public.**

3) AGENDA FOR PUBLIC MEETINGS

Agenda – Price Proposal Opening

Agenda for Price Proposal Opening meeting for RFP-DOT-11/12-8007-KB

Starting Time: see "Timeline" in RFP solicitation

- Announce the firms
- Announce the firms and their price(s) as proposals are opened
- Announce time and date of Selection/Intended Award will be posted on the Vendor Bid System
- Adjourn

4) SPECIAL ACCOMMODATIONS

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

S P E C I A L C O N D I T I O N S

1) MyFloridaMarketPlace

PROPOSERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY THE TIME AND DATE OF THE TECHNICAL PROPOSAL OPENING OR THEY MAY BE CONSIDERED NON-RESPONSIVE (see Special Condition 21). All prospective proposers that are not registered should go to <https://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

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

2) Florida Department of Financial Services (DFS) W-9 INITIATIVE

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://fivendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

3) QUESTIONS & ANSWERS

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

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

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Karen Bracy, karen.bracy@dot.state.fl.us

Questions regarding administrative aspects of the proposal process should be directed to the Procurement Agent in writing at the address above or by phone: (407) 264-3696

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

No negotiations, decisions, or actions will be initiated or executed by a proposer as a result of any oral discussions with a State employee. Only those communications which are in writing from the Department will be considered as a duly authorized expression on behalf of the Department.

Notices of changes (addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", click on "Search Advertisements") under this RFP number. It is the responsibility of all potential proposers to monitor this site for any changing information prior to submitting your proposal. All addenda will be acknowledged by signature and subsequent submission of addenda with

proposal when so stated in the addenda.

5) DIVERSITY ACHIEVEMENT

MINORITY BUSINESS ENTERPRISE (MBE) UTILIZATION

The Department encourages small, minority, women, and service-disabled veteran businesses to compete for Department contracts, both as "Vendor" and as subcontractors. The Department, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that small, minority, women, and service-disabled veteran businesses have the opportunity to compete for and perform contract work for the Department in a nondiscriminatory environment. Bidders are requested to indicate their intention regarding MBE participation on the MBE Planned Utilization form and to submit the completed form with their Price Proposal. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

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

6) SCOPE OF SERVICES

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

7) INTENDED AWARD

The Department intends to award a contract to the responsive and responsible vendor with the highest cumulative total points for the evaluation criteria specified herein (See Section 30, Proposal Evaluation). The Intended Award decision will be announced after final evaluation and totaling of scores at the Price Proposal opening specified in the Timeline (See Introduction Section 2 Timeline). If the Department is confronted with identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code.

8) MANDATORY PRE-PROPOSAL CONFERENCE

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

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

9) QUALIFICATIONS

9.1 General

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

9.2 Qualifications of Key Personnel

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

9.3 Authorized To Do Business in the State of Florida

In accordance with sections 607.1501, 608.501, and 620.9102, Florida Statutes, out-of-state corporations, out-of-state limited liability companies, and out-of-state limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

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

9.4 Licensed to Conduct Business in the State of Florida

If the business being provided requires that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

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

9.5 E-VERIFY

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

10) WARRANTY/SUBSTITUTIONS

When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

All items provided during the performance of the contract found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found

defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and returning those that are defective.

11) **LIABILITY INSURANCE**

The Vendor shall not commence any work until they have obtained the following types of insurance, and certificates of such insurance have been received by the Department. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Transportation, Procurement Office, Florida Department of Transportation, Procurement Office, (Karen Bracy, Florida's Turnpike Headquarters, Florida Turnpike M.P. 263, Turkey Lake Service Plaza Bldg. 5315, Ocoee, FL 34761)** within ten (10) days after the ending date of the period for posting the intended award decision.

() No general liability insurance is required.

(X) The Vendor must carry and keep in force during the period of this contract a general liability insurance policy or policies with a company authorized to do business in the state of Florida, affording public liability insurance with combined bodily injury limits of at least \$ 150,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 150,000.00 each occurrence, for the services to be rendered in accordance with this contract.

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

All insurance policies shall be with insurers qualified and licensed to do business in the state of Florida. The Vendor shall provide to the Department certificates of insurance showing the required coverage to be in effect and showing the Department to be an additional insured prior to commencing any work under this Contract. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance.

12) **PERFORMANCE BOND**

(X) A Performance Bond is not required for this project.

13) **METHOD OF COMPENSATION**

View Exhibit "B", Method of Compensation.

14) **CONTRACT DOCUMENT**

STANDARD WRITTEN AGREEMENT

The Department's "Standard Written Agreement" is attached hereto and made a part hereof. The terms and

conditions contained therein will become an integral part of the contract resulting from this solicitation. In submitting a proposal, the proposer agrees to be legally bound by these terms and conditions.

15) REVIEW OF PROPOSER'S FACILITIES & QUALIFICATIONS

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

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

16) PROTEST OF REQUEST FOR PROPOSAL SPECIFICATIONS

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

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

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

17) UNAUTHORIZED ALIENS

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

18) SCRUTINIZED COMPANIES LISTS

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

19) RESERVATIONS

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

20) **ADDITIONAL TERMS & CONDITIONS**

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

21) **RESPONSIVENESS OF PROPOSALS**

21.1 Responsiveness of Proposals

Proposals will not be considered if not received by the Department on or before the date and time specified as the due date for submission. All proposals must be typed or printed in ink. A responsive proposal is an offer to perform the scope of services called for in this Request for Proposal in accordance with all requirements of this Request for Proposal and receiving sixty-four (64) points or more on the Technical Proposal. Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper and/or undated signatures.

21.2 Multiple Proposals

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

21.3 Other Conditions

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

22) **PROPOSAL FORMAT INSTRUCTIONS**

22.1 General Information

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

PART I TECHNICAL PROPOSAL NUMBER RFP-DOT-11/12-8007-KB
(One Separately Sealed Package for Technical)

PART II PRICE PROPOSAL NUMBER RFP-DOT-11/12-8007-KB
(One Separately Sealed Package for Prices)

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

22.2 Technical Proposal (Part I) (3 copies)
(Do not include price information in Part I)

The Proposer must submit one (1) original and three (3) copies of the technical proposal which are to be divided into the sections described below. Since the Department will expect all technical proposals to be in this format, failure of the Proposer to follow this outline may result in the rejection of the proposal. The technical proposal must be submitted in a separate sealed package marked "TECHNICAL PROPOSAL NUMBER RFP-DOT-11/12-8007-KB ".

1. MANAGEMENT PLAN

The Proposer shall include a description of the organizational structure and management style established, along with the methodology to be used to assure that all work is performed according to contract specifications. The Proposer shall explain the roles and responsibilities of its management and administrative staff, in terms of how they apply to the activities within *Exhibit "A", Scope of Services*. The Proposer shall also explain in detail the communication and interactions the Department can expect with its management staff.

2. PROJECT APPROACH

The Proposal shall provide a "detailed" Transitional Plan on what steps will be taken by the Proposer, starting from time if awarded the Contract, up to the first thirty (30) days on the Project. The Proposal shall include a work plan that describes the proposed approach that will be used to accomplish the requirements set forth within *Exhibit "A", Scope of Services* and in *Attachment "A", Performance Measures*. This work plan shall explain specific techniques and procedures to be used, and where significant difficulties may be anticipated and how they will be resolved.

3. QUALITY CONTROL

The Proposer shall provide a "detail" outline and schedule, on how and when inspections will take place, to assure the performance measures of the Contract are being met. The Proposer shall describe what actions will be taken to correct deficiencies and trends found during inspections, and how these actions will be communicated to the Department. The Proposer shall explain and provide the form(s) and/or log(s) that will be used to record complaints, service calls, comments, and deficiencies reported by the Department.

4. TRAINING PROGRAM

The Proposer shall identify the type of training program(s) that will be used to assure all proposed staff has a full understanding of the work, outlined in *Exhibit (A), Scope of Services* and *Attachment "A", Performance Measures*. The Proposer shall provide an outline and schedule, on how they will perform "continuous" training to ensure all team members retain a high-level of competence in the following areas: equipment, cleaning products and techniques, safety procedures and techniques, and hazardous materials.

22.3 Price Proposal (Part II) (1 original)

The price proposal information is to be submitted in a separate sealed package marked "PRICE PROPOSAL NUMBER RFP-DOT-11/12-8007-KB ". The Price Proposal information shall be submitted on the forms provided in the Request for Proposal.

22.4 Presenting the Proposal

The proposal shall be limited to a page size of eight and one-half by eleven inches (8½" x 11"). Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of

pages comprising the proposal. Type size shall not be less than ten (10) point font. The proposals should be indexed and all pages sequentially numbered. Bindings and covers will be at the Proposer's discretion.

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

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

23) "DRUG-FREE WORK PLACE" PREFERENCE

Whenever two (2) or more bids which are equal with respect to price, quality, and service are received, the Department shall determine the order of award in accordance with Rule 60A-1.011 Florida Administrative Code, which includes a preference for bid responses that certify the business has implemented a drug-free workplace program in accordance with Section 287.087, F.S.. The "Drug-Free Workplace Program Certification" must be completed and submitted with the bid response for this preference.

24) COPYRIGHTED MATERIAL

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

25) ATTACHMENT TO RFP SUBMITTAL - CONFIDENTIAL MATERIAL

The Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposals, Number RFP-DOT-11/12-8007-KB - Confidential Material". The Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Proposer upon submission, effective after opening.

26) COSTS INCURRED IN RESPONDING

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

27) MAIL OR DELIVER PROPOSAL TO: (DO NOT FAX)

**Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263.0
Building No. 5315, Turkey Lake Service Plaza
Ocoee, Florida 34761-3069
Attn: Karen Bracy
Reference RFP-DOT-11/12-8007-KB on the package**

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

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

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

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

28) MODIFICATIONS, RESUBMITTAL AND WITHDRAWAL

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

29) PROPOSAL OPENING

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

30) PROPOSAL EVALUATION

30.1 Evaluation Process:

A Technical Review team will be established to review and evaluate each proposal submitted in response to this Request for Proposal (RFP). The Technical Review team will be comprised of at least three (3) persons with background, experience, and/or professional credentials in relative service areas.

The Procurement Office will distribute to each member of the Technical Review team a copy of each technical proposal. The Technical Review team members will independently evaluate the proposals on the criteria and point system established in the section below entitled "Criteria for Evaluation" in order to assure that proposals are uniformly rated. The independent evaluations will be sent to the Procurement Office and averaged for each Proposer. Proposing firms must attain an average score of sixty-four (64) points or higher on the Technical Proposal to be considered responsive. Should a Proposer receive fewer than sixty-four (64) points for their average Technical Proposal score, the Price Proposal will not be opened.

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

30.2 Oral Presentations THERE ARE NO ORAL PRESENTATIONS FOR THIS PROJECT.

30.3 Price Proposal

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

The Procurement Office will open Price Proposals in accordance with Section 29, Proposal Openings. The

Procurement Office and/or the Project Manager/Technical Review team will review and evaluate the price proposals and prepare a summary of its price evaluation. The Procurement Office and/or the Project Manager/Technical Review team will assign points based on price evaluation criteria identified herein.

30.4 Criteria for Evaluation

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

a. Technical Proposal (80 Points)

Technical evaluation is the process of reviewing the Proposer's Management Plan, Project Approach, Quality Control and Training Program for understanding of project, qualifications, approach and capabilities, to assure a quality product.

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

	<u>Point Value</u>
Management Plan	(0-20)
Project Approach	(0-20)
Quality Control	(0-20)
Training Program	(0-20)

Note: All optional Services, as describe within the Scope of Services and in Attachment “A”, will not be a part of the technical and price review evaluation nor will any points be awarded for these services. Optional services will only be used on an as needed basis and executed through a supplemental agreement.

B. Price Proposal (20 Points)

Price evaluation (maximum 20 points) is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted. The Proposer's price for each year will be evaluated using present value methodology as required by section 287.0572, Florida Statutes. A present value discount rate of .28 shall be used in the evaluation. The price analysis will be conducted through the comparison of the present value of each Proposer's proposal.

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

$$\frac{\text{Lowest Present Value Price / Proposer's Present Value Price}}{\text{Awarded Price Points}} \times \text{Max. Points}(20) = \text{Proposer's Total}$$

The lowest present value proposal price will be divided by the Proposer's present value price. The result will be multiplied by the maximum price proposal points (20) to arrive at the total price points for the Proposer.

31) POSTING OF INTENDED DECISION/AWARD

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

1. A written notice of protest within seventy-two (72) hours after posting of the Intended Award, and

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

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

31.2 - Inability to Post:

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

31.3 - Request to Withdraw Proposal:

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

32) AWARD OF THE CONTRACT

Services will be authorized to begin when the Vendor receives the following document(s), as appropriate, indicating the encumbrance of funds and award of the contract:

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

33) ATTACHED FORMS

- Price Proposal Form
- Certification of Experience Documentation (2 pages)
- Drug-Free Workplace Program Certification (Form 375-040-18)
- Contractor Notification
- Scrutinized Companies Lists (proposals of \$1 million or more)
- Corporate Resolution

34) ATTACHED TERMS AND CONDITIONS

- Standard Written Agreement
- Special Conditions
- Scope of Services
- Price Proposal Form
- Instructions to Respondents (PUR 1001)
- General Conditions (PUR 1000)
- General Conditions (PUR 1000)

**35) ATTACHED FORMS PUR 1000, GENERAL CONTRACT CONDITIONS AND PUR 1001,
GENERAL INSTRUCTIONS TO RESPONDENTS**

These are standard forms from the Department of Management Services that the Department is required to include in all formal solicitations. The following paragraphs do not apply to this Request for Proposal:

Paragraph 3, Electronic Submission – PUR 1001
Paragraph 4, Terms and Conditions – PUR1001
Paragraph 5, Questions – PUR 1001
Paragraph 31, Dispute Resolution - PUR 1000



PUR 1000 GENERAL CONTRACT CONDITIONS

RFP-DOT-11/12-8007-KB

JANITORIAL SERVICES

FOR

THE TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX

**TURKEY LAKE SERVICE PLAZA
MILEPOST 263.0 ON FLORIDA'S TURNPIKE
OCOEE, FL 34761**

190970-1-A1-08

State of Florida
PUR 1000
General Contract Conditions

Contents

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37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.

47. Severability.

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

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

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

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

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

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

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

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

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

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

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be

negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

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

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

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

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

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

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

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

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

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment,

rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

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

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

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

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

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

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

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

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

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

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

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

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

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

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take

over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

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

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

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

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

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

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents

contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

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

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

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

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

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the

expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

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

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

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

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

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

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

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

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



PUR 1001 GENERAL INSTRUCTIONS TO RESPONDENTS

RFP-DOT-11/12-8007-KB

JANITORIAL SERVICES

FOR

THE TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX

**TURKEY LAKE SERVICE PLAZA
MILEPOST 263.0 ON FLORIDA'S TURNPIKE
OCOE, FL 34761**

190970-1-A1-08

State of Florida
PUR 1001
General Instructions to Respondents

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

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

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

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

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

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in

case of conflict, shall have the order of precedence listed:

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

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

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

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

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

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

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

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

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

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



FORMS

RFP-DOT-11/12-8007-KB

JANITORIAL SERVICES

FOR

THE TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX

**TURKEY LAKE SERVICE PLAZA
MILEPOST 263.0 ON FLORIDA'S TURNPIKE
OCOE, FL 34761**

190970-1-A1-08

CERTIFICATION OF EXPERIENCE DOCUMENTATION

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

business for a minimum of 4 years. The Vendor shall have consecutively provided services for the past two (2) most recent years [April 2010 through April 2012] for a single commercial office facility, similar in size and type of services being requested within the Department's Scope of Services for RFP-DOT-11/12-8007-KB.

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

Signature: _____ Date: _____

Name of Business: _____

Note: Describe your work experience in detail for the minimum period required, beginning with your current or most recent project. Use a separate block to describe each project. (Attach additional sheets as necessary.)

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____
Client Name: _____ Client's Project Manager: _____
Address: _____ City: _____
State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____
Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____
Client Name: _____ Client's Project Manager: _____
Address: _____ City: _____
State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____
Project Description: _____

Date: (Mo. & Yr.): From _____ To _____ Dollar Value of Project: \$ _____
Client Name: _____ Client's Project Manager: _____
Address: _____ City: _____
State: _____ Zip: _____ Phone: () _____ - _____ Fax: () _____ - _____
Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

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

Client Name: _____ Client's Project Manager: _____

Address: _____ City: _____

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

Project Description: _____

Name of Business: _____

FORM MUST BE EXECUTED AND SUBMITTED WITH BID PACKAGE

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

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

of _____, hereby certify that;
 (Name of Business)

A. Drug-Free Workplace Program Certification

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

B. Vehicle Operator License & Vehicle Registration

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

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

C. Notice of Intent to Sublet

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

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

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

*Percentage must not be for more than 20% of contract total

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

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

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

CONTRACTOR NOTIFICATION

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

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

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

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

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

ACKNOWLEDGMENT OF ASBESTOS WARNING

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

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

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

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

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

FORM MUST BE EXECUTED AND SUBMITTED WITH THE BID PACKAGE

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

375-030-60
PROCUREMENT
06/11

Florida Statutes
287.135

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

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

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

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.
Authorized Signature Print Name and Title: _____

CORPORATE RESOLUTION OF

(recite name of Business)

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

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

CERTIFICATE OF RESOLUTION

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

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

Signature of Secretary

Name of Secretary printed or typed



STANDARD WRITTEN AGREEMENT

RFP-DOT-11/12-8007-KB

JANITORIAL SERVICES

FOR

THE TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX

**TURKEY LAKE SERVICE PLAZA
MILEPOST 263.0 ON FLORIDA'S TURNPIKE
OCOE, FL 34761**

190970-1-A1-08

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
PROCUREMENT
OGC - 05/12
Page 1 of 8

Agreement No.: _____

Financial Project I.D.: 190970-1-A1-08

F.E.I.D. No: _____

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.: _____

(required for contracts in excess of \$5 million)

Procurement No.: RFP-DOT-11/12-8007-KB

D.M.S. Catalog Class No.: 991-450

BY THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and

of _____
duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

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

Reference herein to the Director shall mean the

Executive Director Florida's Turnpike Enterprise

2. TERM

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

Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.

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

Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

This Agreement may not be renewed.

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

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

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

3. COMPENSATION AND PAYMENT

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

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

4. INDEMNITY AND PAYMENT FOR CLAIMS

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

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

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

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

No general liability insurance is required.

The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 150,000.00 per person and \$ 300,000.00 each occurrence, and property damage insurance of at least \$ 150,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

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

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

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

No Bond is required.

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

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

5. COMPLIANCE WITH LAWS

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

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

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

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

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

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

6. TERMINATION AND DEFAULT

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

satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

- E. If the Agreement is for goods or services of \$1 million or more and was entered into or renewed on or after July 1, 2011 and the Department determines that the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, or if the Vendor has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall have the option of (a) terminating the Agreement after it has given the Vendor notice and an opportunity to demonstrate the agency's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or (b) maintaining the Agreement if the conditions of Section 287.135(4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

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

- B. Select the appropriate box:

The following provision is not applicable to this Agreement:

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

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

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

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

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

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

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendor/Contractor:
1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- J. Time is of the essence as to each and every obligation under this Agreement.

K. The following attachments are incorporated and made a part of this agreement:
Exhibit "A", Exhibit "B", Attachments, Exhibit "C", PUR1000 and PUR1001

L. Other Provisions:

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY: _____
Authorized Signature

BY: _____
Authorized Signature

(Print/Type)

Diane Gutierrez-Scaccetti

(Print/Type)

Title: _____

Title: Executive Director and C.E.O.

FOR DEPARTMENT USE ONLY

APPROVED: _____

LEGAL REVIEW: _____

Procurement Office _____



EXHIBIT "A"

SCOPE OF SERVICES

RFP-DOT-11/12-8007-KB

JANITORIAL SERVICES

FOR

THE TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX

**TURKEY LAKE SERVICE PLAZA
MILEPOST 263.0 ON FLORIDA'S TURNPIKE
OCOE, FL 34761**

190970-1-A1-08

**EXHIBIT A
SCOPE OF SERVICES
JANITORIAL SERVICES FOR
THE TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX**

1.0 Purpose

The Florida Department of Transportation, Florida's Turnpike Enterprise (herein after referred to as the Department) seeks to obtain the services of a licensed, insured, qualified and experienced Vendor, to provide comprehensive routine and non-routine, multi-functional janitorial and specialized services such as, but not limited to, interior window tile and grout services, carpet cleaning, pressure washing, and other building services. The selected Vendor shall provide all labor, equipment, supplies, and incidentals, including training of personnel to carry out all required services, meeting the Department's janitorial objectives.

2.0 Objectives

To obtain the services of a licensed, insured, qualified and experienced Vendor who will contribute towards maintaining a safe, healthy, clean, sanitary, and aesthetically pleasant working environment for the Turnpike Enterprise Headquarters office buildings, grounds and occupants, and to extend the useful life of all systems and system-related components and fixtures. All chemicals, supplies, equipment and materials used by the Vendor, when applicable, shall be environmentally sensitive and shall at least equal or exceed the Green Seal Environmental Standards, (www.greenseal.org). In addition, all services provided by the Vendor are intended to enhance the quality of services provided to our customers utilizing a trained and skilled work force.

3.0 Project Locations and Building Description

The Department is located at the Turkey Lake Service Plaza, Milepost 263, on Florida's Turnpike, Ocoee, FL 34761. The complex has a total of four (4) office buildings totaling an estimated one hundred sixty-four thousand five hundred twenty-eight (164,528) square feet (areas are measured in gross square footage and are to be used for reference purposes only). Each building is comprised of, but not limited to, hard wall and modular offices, office furniture, common areas, hallways, stairwells, balconies, conference rooms, bathrooms, mechanical rooms, break rooms and other interior and exterior areas. Horizontal and vertical surfaces are of various types, styles and materials such as, but not limited to: carpeting, vinyl, ceramic and porcelain tile, laminates, metal, wood, concrete, fabric, and painted surfaces.

4.0 Definitions

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

- 4.1 Department**
The Florida Department of Transportation, Florida's Turnpike Enterprise.
- 4.2 Department Contract/Project Manager**
The Department's assigned authorized representative (or designee) responsible for the management of this contract/project, and the administrative enforcement of all terms and conditions of this said Contract.
- 4.3 Department Facilities Superintendent**
The Department's Facilities Superintendent (or designee) is responsible for the maintenance, operations of the facility, inspection(s) of the day-to-day operations and the contact coordinator for all janitorial projects which may require coordination between the Department's occupants and the Vendor.
- 4.4 Vendor**
The firm retained by and held responsible by the Department to fulfill all terms and conditions of this Contract.
- 4.5 Janitorial Project /Contract Manager(s)**
The person(s) assigned to this Contract by the Vendor having signature and decision making authority on behalf of the Vendor; and that will be ultimately held responsible for the overall contract/project management and the assurance that all terms and conditions of this Contract are being met. The assigned person(s) will have overall supervision of the on-site supervisor(s), janitor(s) and all sub-vendors, acting as the liaison between the Vendor and the Department on any issues that are either inappropriate or un-resolvable at the Janitorial Site Supervisors level.
- 4.6 Janitorial On-Site Supervisor(s)**
The person(s) hired by the Vendor, to serve as the Vendor's On-Site Supervisor, shall be responsible for the following: supervise all activities of the janitors, day matrons and day porters; assures that the day-to-day operations are carried-out according to the terms and conditions of this Contract. Provide appropriate training to all assigned staff; ensure full compliance of safety and security procedures; and ensure work is being performed according to approved cleaning schedules and industry standards. The On-Site Supervisor will also act as a liaison between the Vendor and the Department for normal day-to-day and minor emergency operations; and be responsible for completing and submitting weekly Work Reports and schedules to the Departments Facilities Superintendent or designee.
- 4.7 Janitor(s)**
The person(s) hired by the Vendor, responsible for carrying out all assigned cleaning tasks as delegated by the Vendor's Janitorial Project Supervisor, and/or the Department's Contract/Project Manager or designee.

4.8 Janitorial Day Matron(s)

The person(s) hired by the Vendor, responsible for performing and overseeing all janitorial services during the Department's normal working hours, and shall be accountable and responsible for assuring that all scheduled and non-scheduled work is performed according to established policy and procedures (i.e. safety, security and cleaning procedures).

4.9 Janitorial Day Porter(s)

The person(s) hired by the Vendor, responsible for performing and overseeing all janitorial services during the Department's normal working hours, and shall be accountable and responsible for assuring that all scheduled and non-scheduled work is performed according to established policy and procedures (i.e. safety, security and cleaning procedures).

4.10 Janitorial Semi-Skilled Worker(s)

The person(s) hired by the Vendor, responsible for carrying out minor maintenance duties, which will not require licensing by the State of Florida, such duties may include: painting, landscaping, car washing, and other semi skilled work.

4.11 Supplemental Agreement

A written agreement between the Vendor and the Department modifying the original contract within the limitations set forth in the original contract agreement, and as provided for by law.

5.0 Hours of Operation

The Department's normal hours of business are from 7:30 a.m. to 5:30 p.m., Monday through Friday, except for State holidays (*as defined in Section 110.117, Florida Statutes, at www.leg.state.fl.us/Statutes/index.cfm*). All daily cleaning services shall be performed during these hours without interfering with the Department's daily business operations. All nightly janitorial services shall begin no earlier than 5:30 p.m., with all lights out no later than 9:00 p.m., except in limited area(s) where work is being performed. All routine and non-routine work schedules shall be pre-approved in advance, in writing, by the Department's Contract/Project Manager or designee.

6.0 Minimum Qualifications

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

Note: The Vendor shall hire only experienced and trained personnel for this contract, approved in advance in writing by the Department's Contract/Project Manager or designee. The Vendor shall only request approval for persons who are free of convictions from theft and/or dishonesty related crimes and can be trusted to work in a building where safety and security is vital.

- 6.1** The Vendor shall submit, as part of its proposal, a copy of a proposed organizational/management plan for this Contract, along with their qualifications, training plan, and a brief description of relevant experience. The Department's Contract/Project Manager or designee reserves the right to reject any proposed employee being recommended for this Contract by the Vendor. If the Department elects to reject a proposed employee the Vendor shall submit a proposed replacement for that position. If an applicant is rejected for any reason, this will not relieve the Vendor of their responsibilities, as it relates to the Scope of Services and Performance Measures, of this Contract. The Vendor shall provide resumes for each proposed janitorial employee that includes relevant work experience, contact names, phone numbers, street addresses, and a copy of their job application. Prior to submitting an employee for consideration the Vendor shall first interview the employee and provide a copy of the interview questions and responses.
- 6.2** The Vendor shall be properly licensed and insured to provide the type of services being requested by the Department, within Orange County, Florida, and city limits of Ocoee and Orlando, Florida. The Vendor shall hold a current Cleaning Industry Management Standard certification (CIMS-GB) or approved other, or obtain the CIMS-GB certification or approved other, within the first one hundred eighty (180) days of the Contract's start date; for additional information on the CIMS-GB certification visit www.issa.com/standard. The Vendor's failure to complete the CIMS-GB certification or approved other, within one hundred eighty (180) days of the Contract's start date, may constitute sufficient cause for termination of this Contract by the Department. The Vendor shall have been actively involved in providing Commercial Janitorial services for a minimum of four (4) years. The Vendor shall have consecutively provided services for the past two (2) most recent years [April 2010 through April 2012] for a single commercial office facility, similar in size and type of services being requested within the Department's Scope of Services. The Vendor shall provide as part of their Technical Proposal package, a minimum of four (4) current references, each similar in building size, office type and have performed janitorial services such as being requested by the Department. The Vendor shall provide contact names, phone numbers, addresses, and a brief description of the type of services being performed for each reference.

6.3 Proposed Project/Contract Manager(s) shall meet the following minimum qualifications:

- a.) Speak, read and write in clear and understandable English (for security reasons the Department's Contract/Project Manager and the Department's Facilities Superintendent or designee must be able to clearly communicate with all project/contract manager(s) and all other employees assigned to this Contract).
- b.) Worked as a janitorial contract/project manager consecutively for the past three (3) years in a commercial or government office facility of one hundred thousand (100,000) square feet or more.
- c.) Has performed contract/project managerial duties as described within this Exhibit "A", Scope of Services for a minimum of two (2) years within the most recent four (4) years [April 2008 through April 2012].
- d.) Knowledge, skills, and abilities to resolve issues and effectively communicate between Department representatives and Vendor employees.

6.4 Proposed Supervisor(s) shall meet the following minimum qualifications:

- a.) Speak, read and write in a clear and understandable English (for security reasons the Department's Facilities Superintendent and the Department's Contract/Project Manager or designee must be able to clearly communicate with all supervisor(s) and all other employees assigned to this Contract).
- b.) Worked as a janitorial supervisor consecutively for the past two (2) years in a commercial or government office facility of one hundred thousand (100,000) square feet or more.
- c.) Has performed supervisory duties as described within this Exhibit for a minimum of two (2) years within the past four (4) years [April 2008 through April 2012].
- d.) Performed and provided training on proper cleaning techniques, including the operation of equipment, working with cleaning chemicals, health and safety, and others.

6.5 Proposed Janitor(s) shall meet the following minimum qualifications:

- a.) Day matron(s), day porter(s) and janitors shall have worked in the commercial janitorial industry for a minimum of one (1) year within the past two (2) years [April 2010 through April 2012] providing similar type services as being requested to perform within the Department's Scope of Services.

- b.) Each janitor shall have worked in a commercial office facility of fifty thousand (50,000) square feet or more, operated similar equipment and familiarized with proper usage of various types of cleaning chemicals, and have provided similar type services as being requested to perform within the Department's Scope of Services.
- c.) Speak, read and write in a clear and understandable English language (for security reasons the Department's Facilities Superintendent and the Department's Contract/Project Manager or designee must be able to clearly communicate with all janitors, day matron(s), day porter (s) and all other employees assigned to this Contract.

6.6 Proposed Semi-skilled worker(s) shall meet the following minimum qualifications:

- a.) Worked in the commercial maintenance industry for a minimum of one (1) year within the past two (2) years [April 2010 through April 2012].
- b.) Performed similar type work as being requested herein, familiarized with proper usage of hand and power tools and equipment, speak, read and write in clear and understandable English.

Note: It is the Department's past experience that employees' hired by the Vendor with no previous relevant experience have not been an effective approach. It has also been the Department's experience that part-time employment is not a solution for a full-time project.

7.0 Project Approach

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

7.1 The Vendor shall provide detailed specifications/information on their business approach in each of the following areas as part of their Technical Proposal, identifying how each proposed administrative activity will be addressed, in order to successfully and efficiently carry out all required services, meeting the identified performance measures.

- Proposed project and business approach, that includes an overall management and transitional plan, if awarded this Contract;

- Proposed work schedule for each service area and task (identify each project that will be scheduled daily, weekly, monthly, quarterly, semi-annually and annually, along with describing how and by whom each task will be performed);
- Cleaning method(s), and various programs that the Vendor will use and implement to carry out each work assignment;
- Safety plan for each area of service to be provided;
- Safety and security policies and procedures for staff and facility;
- Proposed quality assurance controls that will be used to ensure full contract and work performance compliance;
- Proposed quality improvement plan to correct problems and improve services;
- Proposed project organizational structure including staff qualifications, experience and area of responsibilities;
- Detail description of all proposed equipment, supplies, labor, and chemicals;
- Training and certification program for employees and organization;
- Proposed contingency plan to cover staff shortage;
- Proposed plan for motivating and retaining employees.

7.2 The Vendor shall only use those cleaning supplies, chemicals, equipment and methods recommended by each product manufacturer of each of the different type(s) of surfaces within each of the buildings on this Contract, such as and not limited to: floor coverings (carpeting, porcelain, ceramic, vinyl, rubber, and other) plexiglas, fabric wall panels, interior artwork, bathroom stalls, glass and others.

8.0 Supplies/Inventory

The Vendor shall be responsible for providing and stocking all supplies including paper products, feminine hygiene products, toilet seat covers, hand soap, hand sanitizer, cleaning supplies, replacement air fresheners, dispensers and replacement batteries, and other supplies necessary to complete all requirements of this Contract. A minimum inventory shall be maintained on the project site, based upon the Department's usage. A minimum inventory is interpreted to mean a one (1) week supply of paper products, chemicals and other supplies. All chemicals, supplies, equipment and materials, when applicable, shall be environmentally sensitive and shall at least equal or exceed the Green Seal Environmental Standards, (www.greenseal.org). All products used shall be pre-approved by the Department's Contract/Project Manager or designee. Material Safety Data Sheets (MSDS) of all cleaning products and other chemicals shall be submitted to the Department's Facilities Building Superintendent prior to placing any chemicals into the facility. Additionally, all chemical containers and dispensers of any type used at the facility shall clearly indicate the type of chemical that it is written in both English and Spanish, wherever practical and most visible. All chemicals, supplies and equipment shall be stored in a secured location. The Vendor shall be responsible for using only the highest industry standard methods in order to clean all different types of surfaces throughout each building.

- 8.1** Bleach, acid and/or ammonia shall **not** be used or stored within the facility without prior written approval by the Department's Contract/Project Manager or the Department's Facilities Superintendent, or their designee.
- 8.2** The Vendor shall dispose of all aerosol containers, batteries, trash and other waste and any other chemical and chemical containers utilized in the course of this Contract in conformance with all state, federal and/or Department requirements.
- 8.3** Unless otherwise agreed to by the Department, paper products shall be white in color, high in absorption, odor free, soft non abrasive, of a deluxe high quality, and the type and size required to properly fit the Department's existing dispensers.

9.0 Training

It is the Department's intent to have only trained, qualified and experienced employees assigned to this Contract. The Vendor shall identify the type of training program(s) they will use to assure all proposed staff is fully trained and has a full understanding of the Scope of Services for this Contract. Such training should include, but not limited to, the following: orientation, classroom, audiovisual, and seminars, along with identifying how staff will retain their training knowledge. The Vendor shall provide details of its training program as part of its contract proposal.

- 9.1** Training should include, but not limited to, the following elements:
- General orientation;
 - Review of Project's Scope of Service;
 - Supervision;
 - First aid, safety and health;
 - Performance efficiencies and expectations;
 - Demonstration of how to properly operate and use equipment and chemicals (hands-on);
 - Review of expectations and performance measures;
 - How to read and understand Material Safety Data Sheet (MSDS);
 - Occupational Safety and Health Act (OSHA);
 - Personal protection equipment;
 - Teamwork principles;
 - Contract requirements;
 - Green cleaning; and
 - Approach to reduce turnover and retain employees.

Note: A Job Orientation must be given to all employees assigned to this Contract, before the start of work, and must be conducted on-site. A conference room and audiovisual equipment, if needed, will be made available if given advanced notice and coordinated with a Department representative (if awarded this Contract, the orientation class must be

approved by the Department's Contract/Project Manager or designee prior to the start of work).

10.0 Project Equipment

All equipment used by the Vendor, for this Contract, shall be of a commercial grade, and in like-new condition. The Vendor shall not use equipment that is more than one (1) year old, and the equipment may be subject to initial and periodical inspections, throughout the length of the Contract by the Department's Contract/Project or Facilities Superintendent or their designee. The Vendor or any sub-vendor(s) shall not be permitted to use or store damaged equipment on the project site. All electrical equipment must have a three prong electrical plug with one ground. If the proposed equipment is older than one (1) year the Vendor must have written approval from the Department's Contract/Project Manager or designee to use it on this Contract. All equipment being used for this contract must be clean and in good operating condition without any odor at the end of each day and after use, as appropriate. The Department will provide the Vendor with a secure storage space for the equipment and supplies. The Vendor shall maintain the storage area in a safe, neat and presentable condition at all times.

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

The Vendor shall use Attachment "A", Task Frequencies and Performance Measures for All Services Areas, as the minimum base for the acceptable level of service, task frequencies and performance measures for this Contract, along with Attachment "B", Turnpike Headquarters Flooring Plans, which identifies each area and the type of floor surfaces. The Vendor's proposal should include a detailed outline on how they intend to perform and carryout each task and task frequency, and how each service area and performance measure will be met. This information should include, but not limited to: management, supervision, labor, proposed equipment, supplies, performance measures, quality assurance measures, cleaning procedures, safety & security, and cleaning schedule for each area and task (see Attachment "A"). In addition, the Vendor shall identify all applicable green initiatives in the areas of training, labor force and motivation, teamwork, tasks, performance, equipment, chemicals, and supplies.

12.0 General Notes and Requirements

The Vendor shall incorporate the following information and make it part of their Technical Proposal:

12.1 Restrooms

The Vendor shall ensure the levels of services being provided for maintaining the restrooms will substantially eliminate/prevent/reduce the growth and spread of bacteria, fungus and virus. The Vendor shall identify the proposed method(s) that it will use to control odor. The Vendor shall identify how cleaning of the

restrooms will be accomplished during normal working hours in order to minimize and/or eliminate closing the restrooms, while continuously keeping them fully stocked, clean and in a sanitary condition. The Vendor shall be responsible for all repairs and/or replacement of all damaged or inoperable dispensers; all replacement dispensers will match the existing brand, make and model or equivalent value and look.

12.1.1 Restroom Supplies

The Vendor shall furnish and maintain all restroom supplies, dispensers and products. Such products will include, but not limited to: commode seat covers, paper hand towels, hand soap (low odor, neutral in color, and antibacterial contents), clear plastic trash container liners, sanitary napkins & wax lined dispenser bags, air freshener replacements including batteries, cleaning products and other items as necessary to complete the requirements of this Contract. A minimum one-week supply of product shall be maintained onsite and shall be determined based upon the facility's occupant's usage in a one-week period. The Department shall approve all supplies prior to stocking the restrooms with supplies.

12.2 Carpets/Carpet Cleaning

The Vendor shall describe a full detail plan on how the carpets will be cleaned on a continuous basis, using a "dry extraction" cleaning method that meets green environmental standards. Upon completion of cleaning, all carpet areas shall have an even and uniform appearance; and all carpet edges and baseboards shall be maintained free of loose fibers, debris, spots, stains or spills after cleaning.

Note: While the Department realizes hot water extraction may be necessary to remove certain stains and spots, the Vendor shall only use the HOST dry extraction system or approved other for all carpet cleaning.

12.3 Floors

The Vendor shall maintain all floors in a uniform and detailed clean appearance. All floor surfaces shall remain free of discoloration, streaks, marks, soil, build-ups in corners, discolored edges, dull or dirty surfaces, and shall be maintained with a protective finish to protect the floor surface (wherever appropriate). Protective finishes shall have a non-slip finish, a uniform appearance, and must use a floor maintenance finish with inherent static-dissipating properties, specifically formulated for application in computer rooms, electronic assembly areas, telephone sub-stations, or any other area where positive elimination of static electricity is a prime consideration. Buff, scrub, and re-coat on a routine and on an as needed basis. The Vendor shall describe the proposed methods, supervision, labor, equipment, chemicals, performance measures, quality assurances and cleaning schedule that will be used to maintain all floor surfaces in

like new condition. The proposed method and products that the Vendor elects to use, to clean and protect each type of floor surface, must be pre-approved in advance by the Department's Contract/ Project Manager.

12.3.1 The Vendor shall describe the floor care program that will be used to maintain all floors of various types, from spot cleaning treatments to full detail cleaning programs. The Vendor shall list all proposed methods, chemicals, and chemical suppliers, and equipment that will be used, including a Material Safety Data Sheets (MSDS) for all proposed chemicals being recommended.

Note: The Department may request to meet with the Vendor's supplier(s) prior to the approval of any recommended products, chemicals and/or equipment.

12.4 Walls (hard and modular)

Cleaning of all hard-walled surfaces shall be performed in such a manner that it will not leave a distinguishing mark or discoloration on the wall surface and match the surrounding wall area. All modular walls will be cleaned and maintained according to the specifications of the manufacturer.

12.5 Doors/Door Frames and Glass Partitions

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

12.5.1 Building Entrances

The Vendor shall provide a detail outline and schedule, in which all the interior/exterior glass, of all building entrances will be cleaned and maintained. The Vendor shall also provide a list of all equipment and chemicals that will be used. The Vendor should address all safety regulations. Such regulations can be found in the American Society of Mechanical Engineers (ASME/ANSI A39.1-9987) and the Occupational Safety and Health Act (OSHA) of 1970.

Note: In the Operations Building, #5317, where the building entrance glass extends from the 1st floor to the 2nd floor, the Vendor is only required to clean the 1st floor level of the building entrance.

12.6 Dusting

The Vendor shall describe the management of dust control, including the proposed approach and method(s) to prevent dust build-up, liquid ring marks, spills and a clean appearance on all vertical and horizontal high and low surfaces. Only pre-approved dusting equipment and chemicals will be used. Special precaution needs to be taken when high dusting is being performed on such items, as light fixtures, mobile file cabinets, windows, window blinds, and other items that may require the use of a step ladder.

Note: Do not move any office papers or equipment that may be located on desks or shelves unless instructed by the Department's Facilities Superintendent or designee. All windows shall be dusted at the same time the blind dusting occurs, to assure windows are free from visible dust and to reduce inconvenience to occupants of the building. After cleaning, the blinds shall operate properly and be free from visible streaks, smears or dust. Dust all wall hangings. **Extreme caution** shall be used when dusting any and all artwork throughout the interior of the facility and no chemicals shall be used on any artwork. The Vendor shall notify the Department's Facilities Superintendent prior to, and upon completion of, cleaning the Department's artwork.

12.7 Trash Pick-up

The Vendor shall describe the method of how trash and other waste materials shall be removed from the facility each day. This information should include, but not limited to, describing the carts, bags and others items that will be used to remove the trash in order to prevent leakage of fluids and damages to the facilities' floors, walls, doors and office furniture.

12.8 Recycling Pick-up

The Vendor shall describe the method of how recycling materials shall be removed from the facilities, at a minimum of twice (2 times) a week. The Department's Recycling Program, which may include: collecting paper, aluminum cans, cardboards, used toner cartridges and other recyclable items from designated locations and emptying them into a larger, designated container. The Vendor may be asked to meet at intervals with the Department's representative to identify ways to improve on the Department's Recycling Program. This information should include, but not limited to, describing the carts, and other items that will be used to remove the recycle material in order to prevent damage to the facility.

Note: All trash from trash cans and other designated areas shall be emptied each evening and placed into a portable leak-proof container with a plastic liner and soft non-marking rollers, (do not stock pile trash in locations other than in the dumpster). **Provide cleaning and sanitizing of all trash cans, recyclable containers, carts, and dumpster areas, on a daily and as needed basis, or as directed by the Department.**

12.9 Exterior Areas

The Vendor shall provide a detailed outline and schedule, in which all the following exterior areas, will be cleaned and maintained: Balconies, outside furniture, ashtrays, trash cans, dumpster areas, sidewalks, brick pavers, landscape areas, glass partitions, parking lot, building walls, planters, and liter control.

12.10 Cafeteria/Kitchenettes

All cafeteria and kitchenette areas shall be maintained in a high level of cleanliness at all times, free of visible and concealed dirt, dust, debris and trash. All sinks and countertops shall be disinfected at a level to substantially eliminate/prevent/reduce the growth and spread of bacteria, fungus and virus. All refrigerators shall be emptied, cleaned, disinfected and sanitized once each month, and on an “as needed” basis, to maintain a high level of cleanliness.

12.11 Miscellaneous

The Vendor shall provide a detailed outline and schedule, in which all the following miscellaneous areas will be cleaned and maintained: Drinking fountains, ice machines, refrigerators, sinks, microwave ovens, break areas, equipment and mechanical rooms, elevator cabs, all air vents, light fixtures, all base boards (vinyl, wood and tile), doors, desk surfaces, file cabinets, bookcases, and chairs.

The Vendor shall, disinfect and polish all drinking fountains removing all mineral deposits on bubbler and metal surfaces. The Vendor shall also, clean and disinfect all telephones on a weekly basis, after obtaining pre-approval from the Department’s Facilities Superintendent or designee, of the proposed method for performing these services. Remove cobwebs from all interior and exterior high/low surfaces.

The Vendor shall describe in detail how the control of bacteria, fungus, odor control, spores, viral organism and other microorganisms shall be managed or eliminated throughout the facility. The Vendor shall provide a list of all proposed chemicals that will be used. Clean and polish elevator surfaces, both inside and outside of cab, leaving a uniform and clean finish; remove all debris in grates, tracks and corners (when cleaning grates and tracks lock the elevator doors into the open position, do not use any object to block open the doors).

13.0 OPTIONAL SERVICE(S)

The Vendor shall provide pricing for the Optional Service listed below. The Department may or may not use the following service, and has the right to choose or not choose the Vendor to provide the service. If the Vendor is elected to provide the following Optional Service, it shall be on an *as needed* basis and executed only by a supplemental

agreement. Prior to proceeding with any Optional Service task the Vendor shall receive a written Notice to Proceed (NTP) from the Department's Contract Project Manager.

13.1 Semi-Skilled Worker(s)

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

14.0 OSHA Program

The Vendor shall have in place, and provide a copy to the Department as part of their Technical Proposal, an Occupational Safety and Health Administration (OSHA) compliance program.

15.0 Inspections

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

16.0 Non-Compliance

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

Both parties, the Department and the Vendor, acknowledge that it would be difficult or impossible to determine the damages that the Department would incur should the Vendor fail to meet or refuse to perform its obligations under the Contract. If the Vendor neglects or refuses to perform its obligations under the terms of this Contract, the Department shall notify the Vendor orally, and with confirmation in writing, of the deficiency in the performance and allow the Vendor a period of twenty-four (24) hours from the time of the oral notice in which to cure the deficiency. Upon the failure or

refusal of the Vendor to cure the deficiency in performance within the allowed twenty-four (24) hour grace period then the Department shall have the right, without breach of this Contract, to have the deficient contract work performed by another Vendor, and to offset the cost thereof against the sum that is due, or may become due, to the Vendor by the Department.

Contact information for all key personnel of the Vendor shall be provided to the Department, and specifically those persons directly related to the work being performed under this Contract. Key personnel shall be available on a twenty-four (24) hour a day basis. The Vendor must return phone calls within three (3) hours. It is the Department's recommendation that the Vendor use radios compatible with the Department's radios, i.e. Nextel. Should the Vendor fail to respond within this time frame, an amount of fifty dollars (\$50.00) shall be deducted from any payment due to the Vendor for each hour's delay by the Vendor in responding to the Department's Contract/Project Manager or designee's notification and/or call(s), not as a penalty but as liquidated damages.

- The Vendor shall provide a cell phone for all its Project Manager(s), Supervisor(s), and lead personnel assigned to this Contract, to ensure a representative of the Vendor can be contacted at all times. While working at the worksite, the Supervisor will be expected to:
 - Keep his/her cellular telephone and pager turned to the "ON" position at all times.
 - Respond within fifteen (15) minutes after notification from the Department's Contract/Project Manager or designee, or the Department's On-Call Person.

Should the Supervisor fail to respond within the time frame stipulated above, the amount of one hundred dollars (\$100.00) shall be deducted from any payment due to the Vendor, for each fifteen (15) minute period a call is not returned, not as a penalty but as liquidated damages.

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

The Vendor shall perform all services within the established scheduled time as required by this Contract. In the event that the Vendor requests authorization to provide services that are in conflict with the established cleaning schedule the Vendor shall request such authorization in writing from the Department's Facilities Superintendent, forty-eight hours (48) in advance. If the requested schedule change has not been approved by the Department, and the work is not performed in accordance with the original schedule, the Department shall proceed with a remedy for services to be performed, using one of the two methods

described in the performance compliance section of this Contract. The Department's Facilities Superintendent or designee shall have the authority to grant or deny the requested schedule change consistent with the needs of the Department.

The Vendor shall submit weekly cleaning inspection reports for days and evenings the janitorial services are completed. Said reports shall be completed by the On-Site Supervisor(s) and shall be submitted to the Department's Facilities Superintendent or designee for inspection and approval each week, at an agreed upon time. Failure of the Vendor to submit weekly inspection reports at the agreed upon time, may result in the reduction of or rejection of the Vendor's monthly invoice(s) until the required reports are submitted.

17.0 Security

All employees of the Vendor must conform to any and all requirements set forth by the Department's building security policies and procedures and all security system(s). The Vendor shall adhere to all of the Department's safety regulations, policies and procedures at all times. Violation of any of the following will be grounds for the Department to declare the Vendor in default of the terms of this Contract.

- 17.1** The Vendor shall interact with the buildings' law enforcement agencies, on-site security guard(s) and/or front-desk person(s), in order to meet the Department's objective to ensure safe facilities. Such interaction shall include, but not limited to, the following: identify any suspicious person(s) or acts within or around the facility, inform officer(s) and/or security guard(s) potential safety hazard or breach of security.
- 17.2** Strict security of all buildings shall be maintained at all times with all required doors kept locked. The Vendor agrees to indemnify, hold harmless, and defend the Department from any fines, penalties, or assessments levied against the Department for false alarms caused by the Vendor's employees, which shall be deducted from the monthly payment to the Vendor.
- 17.3** The Vendor shall provide uniforms and photo identification for all of its employees and sub-vendors assigned to this Contract. The identification is to be displayed at all times while such personnel are at work and on the property. Uniforms shall include trousers, lettered-button up shirts, and aprons, if necessary. Any Vendor employees not appropriately uniformed, or not displaying identification, shall be directed to leave the facility. All uniforms shall be clean and neat in appearance and in like-new condition. All shirts shall be neatly tucked inside the trousers and of a neat appearance. Shoes should be black and of a rubber sole; and no hats or caps are to be worn at any time. All proposed uniforms must meet the Department's approval.

- 17.4** No one other than the approved Vendor, employee and approved sub-contractor shall be permitted on-site at any time when the Vendor is performing its work. Any unauthorized personnel, including but not limited to, visitors, family members, friends, acquaintances etc., of the Vendor or its employees found within or on the facility's grounds, shall constitute a material breach of the security provisions of this Contract; therefore will be sufficient grounds for the Department to declare the Contract in default and will be subject to the terms of Section 6, Termination and Default, of the Standard Written Agreement. A complete list of all Vendor employees and valid identification (driver's license or state identification card, birth certificate, social security card and/or other immigration document(s) verifying the authority to work in the State of Florida) shall be submitted to Department's Contract/Project Manager or designee prior to the employee beginning work at this site. If the proposed employee name is not contained on the Department's approved list, the employee will not be permitted access to the building or will be asked to be removed from the project site.
- 17.5** No employee of the Vendor assigned to this Contract shall be under the age of eighteen (18) years. The Vendor's use of employees under the age of eighteen (18) for this Contract shall constitute sufficient cause for termination of this Contract by the Department.
- 17.6** The Vendor shall provide to the Department a complete police criminal background report on each proposed employee assigned to this Contract prior to starting work (no person with a prior felony conviction for theft or crime involving dishonesty will be approved to work on this Contract).
- 17.7** The Department will provide the Vendor with exterior door access keys for access to the buildings and certain restricted areas. It will be the Vendor's responsibility to safeguard all access cards at the end of each shift, report and pay for all missing or lost cards, and/or reimburse the Department for any lock or security changes that are caused by the Vendor's negligence.

18.0 Vendor's Loss or Damages

The Department shall not bear any risk of any loss, injury or damage suffered by the Vendor in the performance of its work under the Contract. The Vendor shall be responsible for any loss or theft of any of the Vendor's items including, but not limited to, tools, equipment, supplies and other items left on the project site. The Vendor, and its workman's compensation insurance carrier, shall be responsible for any injury sustained by its employees while providing services at the Department's office facility.

19.0 Damages of Facilities

The Vendor shall notify the Department's Contract/Project Manager of any and all damages to the facility, whether pre-existing or caused during its operations. All notifications shall be in writing and completed immediately after an occurrence or, if

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

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

20.0 General Notes

The following restrictions apply to the Vendor, its employees and all sub-vendors: no one shall be permitted to use or unplug any office equipment in the building, including, but not limited to, computers, printers, shredders, scanners, copiers, fax machines, phones, etc. unless it possesses a safety hazard. This policy shall be strictly enforced.

21.0 Areas of Concern

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

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

All flammable material including, and not limited to, gasoline, kerosene, mineral spirits, acetone, and others, are prohibited to be used or stored on the property without specific written permission from the Department's Contract/Project Manager or designee.

The initial approval of personnel shall in no way prevent later rejection. Whenever the Department's Contract/Project Manager or designee determines that any person(s) employed by the Vendor is incompetent, disorderly or insubordinate, such person(s) shall upon notice, be discharged from this contract and shall not again be employed on this contract except with the written consent of the Department's Contract/Project Manager or designee. The Vendor shall protect, defend, indemnify, and hold the Department, its agents, officials, and employees harmless from any and all claims, actions, or suits arising from such removal, discharge, or suspension of employee(s). Any changes or deviations from the approved submittal during the term of the Contract, or any renewals or extensions, must be brought to the attention of the Department's Contract/Project Manager or designee, as they occur.

The Vendor shall not allow any unqualified personnel (i.e. trainee) at the worksite without direct supervision by a qualified person and approval by the Department's Contract/Project Manager or designee.

22.0 Compensation

The Vendor shall be paid for the work accomplished and accepted by the Department's Contract/Project Manager or designee, per the compensation details in Exhibit "B", Method of Compensation and the price schedule in Exhibit "C", Price Proposal.

23.0 Budget Limitations/Estimated Quantities

The Contract is governed by budgetary restrictions. It shall be the responsibility of the Vendor to ensure that sufficient funding remains within the maximum limiting amount established for the subject contract to complete authorized services. The total payment made to the Vendor shall not exceed the maximum amount of the face value of the Contract, without a Supplemental Agreement.

In accordance with the provisions of Section 339.135 (6)(a), Florida Statutes, the Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods executed only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

Funding must be approved by the Department for any additional work that would result in exceeding the contract dollar amount prior to undertaking such additional work. The

Vendor shall not be obligated to perform services or incur costs that would result in exceeding the contract dollar amount, nor shall the Department be obligated to reimburse the Vendor for services which result in exceeding the contract dollar amount, except to the extent said amount is increased by a Supplemental Agreement. Execution of this Contract does not guarantee that the work will be authorized.

24.0 Subletting or Assigning of Work

The Vendor shall not sublet, assign or transfer any work under this agreement, without written consent by the Department. After written consent by the Department, the Vendor will be permitted to sublet a portion of the work but shall perform with his/her own organization, not less than eighty percent (80%) of the total contract amount. Any and all sub-vendors are required to be qualified and certified in accordance with the requirements herein, all federal, state and local regulations, and approved by the Department. Subletting of work shall not relieve the Vendor of his/her respective liabilities.

25.0 Contract Term

This Contract may remain in effect for a period of two (2) years. This Contract may be renewed for one (1) additional two (2) year term, or two (2) one (1) year terms. All renewals shall be based on satisfactory performance and availability of budget funds. A renewal of this Contract will require the mutual consent of both parties.

26.0 The Department's Responsibilities

26.1 Administration of Contract

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

The Department will assign a Contract/Project Manager to administer the terms and conditions of this contract and the overall day-to-day work assignments and inspections. All work must be coordinated through the Department's Contract/Project Manager or designee.

The Department's Contract/Project Manager is Mr. Jerry Karp. His office is located in the Turnpike Headquarters at the following address:

Delivery & Overnight Address:
Florida's Turnpike Enterprise
Milepost 263, Bldg. #5315
Turkey Lake Service Plaza
Ocoee, FL 34761-3069

Mailing Address:
Post Office Box 613069
Ocoee, FL 34761-3069

Phone: 407-264-3108
Fax: 407-822-6457
Cell: 321-229-5350

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

26.2 Pre-work Conference

Upon awarding of the Contract, the Department's Contract/Project Manager or designee will contact the Vendor and schedule a pre-work conference prior to the start date of the Contract to review the work involved, transition plan, and the requirements of the Contract.



ATTACHMENTS

RFP-DOT-11/12-8007-KB

JANITORIAL SERVICES

FOR

THE TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX

**TURKEY LAKE SERVICE PLAZA
MILEPOST 263.0 ON FLORIDA'S TURNPIKE
OCOE, FL 34761**

190970-1-A1-08

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

General Interior/Exterior Service Areas & Tasks	Minimum Frequency of Services	Performance Measures
Restrooms		
Other areas as necessary	AS	- The level of appearance and cleanliness of all restrooms shall be maintained at the highest industry standards. It is the Department's intent not to see streaks, discoloration marks, splash marks, surface residue, encrustation, mineral deposits, visible dust or debris on any vertical or horizontal surface such as: floors, countertops, walls, mirrors, partitions, ceilings and plumbing fixtures. All restroom areas will remain clean, disinfected at a level to substantially eliminate/prevent/reduce the growth and spread of bacteria, fungus, germs and odor. - All grout lines shall be maintained in a clean and uniform appearance. - All ceramic tile floors (including showers) and walls shall be thoroughly cleaned, rinsed and dried to present a uniform clean appearance. - All trash cans shall be kept clean, odor free and remain free from overflowing trash. - All fixtures, including toilet bowls, sinks, showers and urinals shall present a clean shining appearance free from dust, spots, stains, rust, mildew, soap residues, mineral deposits, etc. All wall, floor brackets and other fixture junctures shall be free of accumulations of dirt and urine. - All mirrors, glass partitions, chrome, and other metal trim shall be free from water marks, streaks, soil, stains, graffiti, etc., and shall present a high shine. - All stall and urinal partitions shall present a clean appearance from water streaks, stains, soil, or other unsightly marks, and free from dust on top edges. - All countertops shall remain free of visible spills, splashes, streaks, smears and other unsightly appearance. - All air vent diffusers and light fixtures shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance. - All hand towels, liquid soap, toilet tissue and seat covers, sanitary napkins and air fresheners shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleaning or servicing. - All floors shall remain free of visible spills, splashes, streaks, stains, scuffmarks, mop strands, and other unsightly appearance. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence, including in corners, expansion joints, and other places accessible to the broom or dust mop. Wet spots shall not be left unattended, floors must always be dry. - All unoccupied lockers shall be cleaned and disinfected to substantially eliminate/prevent/reduce the growth and spread of bacteria, fungus, germs and odor.
Air Vent Diffuser (dust)	Dx1	
Ceramic Tile Floors	Dx1	
Shower Stalls	Dx1	
Commodes & Urinals	Dx3	
Counter Tops	Dx3	
Dispensers (clean & stock)	Dx3	
Doors, Door Frames (hardware) and Glass Partitions	Dx3	
Exposed Plumbing Fixtures	Dx3	
Mirrors	Dx3	
Odor Control	Dx3	
Sinks	Dx3	
Stall Partitions	Dx3	
Supply & Maintain, Fully Stocked, All Paper Products, Liquid Soap and Air Freshener Products	Dx3	
Waste containers	Dx3	
Ceramic Tile Walls	Wx1	
Ceilings	Wx1	
Light Fixtures	Wx1	
Lockers (unoccupied)	Wx1	
Building Entrances		
Other areas as necessary	AS	- The Building Entrances, are the first impression our employees and visitors see, these areas are to remain clean and free of visible and concealed dust, dirt, debris and litter. - No visible signs of mold or mildew on any horizontal or vertical surfaces. - All glass and glass frames, doors and door frames shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day. - Sweep and pick-up trash and debris on sidewalks, walkways, etc., to the nearest sidewalk or parking lot stall of all exterior doors. - All light fixtures shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance. - All trash cans shall be emptied each night, with the removal of all trash can liners at the same time, each can shall be cleaned and disinfected with appropriate cleaning chemicals. - All ashtrays shall be wiped clean, both inside and out, and be free from dirt, ashes, spots, food, beverage, spoilage and debris.
Windows and Window Frames (all first floor entrances, interior/exterior)	Dx2	
Sidewalks & Walkways	Dx2	
Doors, Door Frames (hardware) and Glass Partitions	Dx3	
Ashtrays (replenishment of gravel on monthly basis)	Dx4	
Debris	Dx4	
Trash Cans	Dx4	
Light Fixtures	Wx1	

Attachment "A"

Task Frequencies and Performance Measures for All Service Areas

Vestibules		
Other areas as necessary	AS	- The Vestibules are the first impression our employees and visitors see; these areas and surfaces are to remain clean and free of visible and concealed dust, dirt and debris.
Windows and Window Frames (all first floor entrances, interior/exterior)	Dx2	- No visible signs of mold or mildew on any horizontal or vertical surfaces.
Doors, Door Frames (hardware) and Glass Partitions	Dx2	- All glass and glass frames shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Floors/Carpets	Dx3	- All carpeting shall be maintained at a high level of cleanliness in order to minimize the appearance of dirt and debris, and left in an even, uniformly appearance each day.
Air Vent Diffuser (dust)	Wx1	- All air vent diffusers and light fixtures shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Ceilings (dusted)	Wx1	- High surfaces and objects shall be free from dirt lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc. and shall present an overall clean appearance.
Light Fixtures	Wx1	
Walls	Wx1	
Lobbies		
Other areas as necessary	AS	- The Lobbies are the first impression our employees and visitors see; these areas and surfaces are to remain clean and free of visible and concealed dust, dirt and debris.
Tile (autoscruber nightly, spot clean as needed)	Dx1	- All floors shall remain free of visible spills, splashes, streaks, stains, scuffmarks, mop strands, and other unsightly appearance. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence, including in corners, expansion joints, and other places accessible to the broom or dust mop. Wet spots shall not be left unattended, floors must always be dry.
Windows, Window Frames and Blinds (all first floor entrances, interior/exterior)	Dx1	- Upholstered, wood, plastic and leather furniture shall be free from smudges, dirt, spills, and grease, and shall present a uniformly clean
Elevators	Dx2	- No visible signs of mold or mildew on any horizontal or vertical surfaces.
Doors, Door Frames (hardware) and Glass Partitions	Dx3	- Cleaned elevators and stairway shall present a uniformly clean appearance. Elevator doors and walls inside and out, on every floor, shall be free of all handprints, mark, etc.. Hand rails of elevators and stairways shall be cleaned and disinfected, and be free from fingerprints and smears.
Floors/Carpets	Dx3	- All glass and glass frames shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Tables and chairs	Dx3	- Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges, each day. Carpets shall be free from lint, debris, strings and loose carpet strands. Thoroughly vacuum all carpets from wall to wall, including all entrance and exit rugs/mats.
Air Vent Diffuser (dust)	Wx1	- All interior artwork and wall hangings shall be maintained free of visible dirt, clean and uniform appearance with no signs of mold, dirt, mildew, discoloration or streak marks.
Walls	Wx1	
Wall hangings	Wx1	
Stairways	Mx2	
Art work (dust)	Mx2	
Light Fixtures	Qx1	
Hallways		
Other areas as necessary	AS	- Hallway areas shall remain clean and free of visible and concealed dirt, dust and debris.
Doors, Door Frames (hardware) and Glass Partitions	Dx1	- All carpeted areas are to remain clean and uniform in appearance and free of spots, stains and discoloration dirt and debris.
Floors/Carpets	Dx1	- Walls and baseboards are to be free of visible dirt marks.
Drinking Fountains	Dx2	- All air vent diffusers and light fixtures shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Ceilings (dusted)	Wx1	- All glass and glass frames shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Light Fixtures	Wx1	- High surfaces and objects shall be free from dirt lint, cobwebs, grease, grime, streaks, spots, stains, insects, etc. and shall present an overall clean appearance.
Wall hangings	Wx1	
Walls	Wx1	- All drinking fountains shall be free from trash and debris, dirt, fingerprints, smudges, streaks, spots and stains. Wall areas around the fountains shall be free from water spots and streaks.
Air Vent Diffuser (dust)	Wx1	

Attachment "A"

Task Frequencies and Performance Measures for All Service Areas

Meeting Rooms		
Other areas as necessary	AS	- All meeting rooms shall be maintained in a ready to occupy condition at all times, free of visible and concealed dirt, dust debris and trash.
Cabinetry & Other Millwork	Dx1	- All conference room tables, cabinetry, millwork and chairs shall be cleaned and protected with the appropriate cleaning chemicals leaving the finishes free of dirt, stains, streaks, etc. and in like new appearance. Phones shall be cleaned and disinfected daily, free from fingerprints, etc..
Chairs	Dx1	** Refer to the manufacture specifications for the appropriate cleaning chemicals to clean the office and furniture.
Doors, Door Frame (hardware) and Glass Partitions	Dx1	- All meeting rooms shall be set-up and cleaned on an <i>as needed</i> basis in an effort to maintain the room in a readiness condition to occupy (a daily printout of the auditorium and meeting room reservations may be obtained from the receptionist).
Floors/Carpets	Dx1	- Walls and baseboards are to be free of visible dirt marks.
Windows, Window Frames and Blinds	Dx1	- All recycle containers shall be emptied according to schedule or as needed. Collected materials must be placed in the appropriate recycling container, with contaminated materials disposed of in the dumpster areas.
Meeting Room Furniture Set-ups (this is on an <i>as needed</i> basis dependent of room reservations).	Dx1	- Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges, each day. Carpets shall be free from lint, debris, strings and loose carpet strands. Thoroughly vacuum all carpets from wall to wall, including all entrances and exits.
Phones	Dx1	- All air vent diffusers, light fixtures and ceilings shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Tables (dependent on reservation schedule)	Dx1	- All auditorium rooms shall be set-up and cleaned on a daily basis, dependent of room reservations (a daily printout of the auditorium and meeting room reservations may be obtained from the receptionist).
Walls	Dx1	- All interior artwork and wall hangings shall be maintained free of visible dirt, clean and uniform appearance with no signs of mold, dirt, mildew, discoloration or streak marks.
Waste Containers (dependent on activities in the room)	Dx1	- All glass and glass frames, doors and door frames and glass partitions shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Auditorium Furniture Set-ups (this is on a daily basis dependent of room reservations).	Dx1	
Wall Hangings/Art Work	Wx1	
Air Vent Diffuser (dust)	Wx1	
Ceilings (dusted)	Wx1	
Light Fixtures	Wx1	
Recycle Containers	Wx2	
Business Centers		
Other areas as necessary	AS	- All Business Centers shall be maintained in a "ready to use" condition at all times, free of visible and concealed dirt, dust, debris and trash.
Metal Cabinets	AS	- All trash cans shall be emptied each night, with the removal of all trash can liners at the same time, each can shall be cleaned and disinfected with appropriate cleaning chemicals.
Walls	AS	- All recycle containers shall be emptied according to schedule or as needed. Collected materials must be placed in the appropriate recycling container, with contaminated materials disposed of in the dumpster areas.
Air Vent Diffuser (dust)	Dx1	- All air vent diffusers and light fixtures shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Phones	Dx1	- All work tables, cabinetry and chairs shall be cleaned and protected with the appropriate cleaning chemicals leaving the finishes free of streaks, oil residue, and in a like-new and organized appearance. Phones shall be cleaned and disinfected daily, free from fingerprints, etc..
Floors	Dx2	- All floors shall remain free of visible spills, splashes, streaks, stains, scuffmarks, mop strands, and other unsightly appearance. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence, including in corners, expansion joints, and other places accessible to the broom or dust mop. Wet spots shall not be left unattended, floors must always be dry.
Clean and Organize Work Tables	Dx3	
Waste Containers	Dx3	
Ceilings (dusted)	Wx1	
Light Fixtures	Wx1	
Recycle Containers	Wx2	

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

Cafeteria & Kitchenettes		
Other areas as necessary	AS	- All cafeteria & kitchenette areas shall be maintained in a high level of cleanliness at all times, free of visible and concealed dirt, dust, debris and trash.
Walls	AS	- All sinks and countertops shall be disinfected at a level to substantially eliminate/prevent/reduce the growth and spread of bacteria, fungus and germs.
Air Vent Diffuser (dust)	Dx1	- All air vent diffusers, light fixtures and ceilings shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Coffee Pots (empty, clean and turn-off at the end of the day)	Dx1	- All trash cans shall be kept clean, odor free and remain free from overflowing trash.
Microwaves/Toasters	Dx1	- All vertical and horizontal surfaces shall have no signs of dirt, food, smears, fingerprints, spills, etc. and present a uniformly clean appearance.
Phones	Dx1	- All blinds shall be cleaned, especially the slats and tapes that support them, shall be free from dirt, accumulated dust, cobwebs, etc. and shall present an overall clean appearance.
Vending Machines (surface)	Dx1	- All appliances shall be cleaned as scheduled, and maintained at a high level of cleanliness in order to minimize the appearance of food, smears, spills and fingerprints.
Cabinetry, Countertops, other Millwork & Sinks	Dx2	- All recycle containers shall be emptied according to schedule or as needed. Collected materials must be placed in the appropriate recycling containers, with contaminated materials disposed of in the dumpster areas.
Doors, Door Frames (hardware) and Glass Partitions	Dx2	- All floors, baseboards, and walls are to remain clean and free of dirt, food, discoloration and of a uniformed finish
Floors	Dx2	- All floors shall remain free of visible spills, splashes, streaks, stains, scuffmarks, mop strands, and other unsightly appearance. Floors shall present a clean and orderly appearance with no loose dirt or debris in evidence, including in corners, expansion joints, and other places accessible to the broom or dust mop. Wet spots shall not be left unattended, floors must always be dry.
Supply & Maintain, Fully Stocked, All Paper Products, Liquid Soap and Air Fresheners	Dx2	- All table tops, tables bases, chairs and vending machine surfaces shall be cleaned leaving surfaces free of food, stains, spills, smears, dirt and debris. Phones shall be cleaned and disinfected daily, free from fingerprints, etc..
Tables & chairs	Dx2	- All hand towels, liquid soap and air fresheners shall be stocked in appropriate dispensers in quantities adequate to ensure sufficiency between cleaning or servicing.
Waste Containers	Dx3	- All interior artwork and wall hangings shall be maintained free of visible dirt, clean and uniform appearance with no signs of mold, dirt, mildew, discoloration or streak marks.
Plank Flooring	Dx3	
Windows, Window Frames & Blinds	Wx1	
Light Fixtures	Wx1	
Ceilings (dusted)	Wx1	
Recycle Containers	Wx2	
Refrigerators	Mx1	
Art Work (dust)	Mx1	
Balconies		
Other areas as necessary	AS	- All outside furniture shall be cleaned on a routine basis to minimize dirt and streak build-up.
Doors, Door Frames and Glasses Partitions	Dx1	- The balconies shall be maintained free of cobwebs visible and concealed dirt, dust, debris and trash.
Painted and Unpainted Concrete Floors and Ceilings	Dx1	- All ashtrays shall be wiped clean, both inside and out, and be free from dirt, ashes, spots, food, beverage, spoilage and debris.
Waste Containers	Dx2	- Floors and ceilings shall present a clean and orderly appearance with no loose dirt or debris in evidence including in corners, expansion joints, and other places accessible to the broom or dust mop.
Ashtrays (replenishment of gravel on a monthly basis)	Dx3	- All doors and door frames and glass partitions shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Tables, Chairs & Benches	Dx3	- All trash cans shall be emptied each night, with the removal of all trash can liners at the same time, each can shall be cleaned and disinfected with appropriate cleaning chemicals.

Attachment "A"

Task Frequencies and Performance Measures for All Service Areas

Stairwells		
Other areas as necessary	AS	- All stairwells shall be maintained free of cobwebs visible and concealed dirt, dust, debris and trash.
Doors, Door Frames and Partition Glasses	Dx1	- The floor finishes shall be maintained in like new condition with a protectant sealer applied as needed to maintain a clean appearance, with no build-up of finish or accumulations of dirt in layers of finish.
Stair Trends/Risers, Landings and Banisters	Dx2	** Attention shall be paid to inaccessible areas such as corners and edges and appropriate tools shall be employed to clean these areas.
Light Fixtures	Wx1	- All railings shall be wiped down with on a regular basis with a clean soft cloth using a safe antibacterial cleaning product that is safe to use on the railings not to dull or discolor the railing finish.
Air Vent Diffuser (dust)	Wx1	- All air vent diffusers and light fixtures shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Ceilings (dusted)	Wx1	- Walls and baseboards are to be free of visible dirt marks.
Window, Window Frames & Blinds	Mx1	- All glass and glass frames shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Walls	Mx1	
Hard Walled Offices		
Other areas as necessary	AS	- All hard-walled offices shall be maintained free of visible and concealed dirt, dust, debris and trash, as well as, neat-in-appearance and in a ready-to-occupy condition.
Empty Waste Containers	Dx1	- All trash cans shall be emptied each night, with the removal of all trash can liners at the same time, each can shall be cleaned and disinfected with appropriate cleaning chemicals.
Floors/Carpets	Dx1	- All air vent diffusers, light fixtures and ceilings shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Air Vent Diffuser (dust)	Wx1	- All carpets are to remain free of dirt, spots and stains and left in an even uniform clean condition each day.
Ceilings (dusted)	Wx1	- Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges, each day. Carpets shall be free from lint, debris, strings and loose carpet strands. Thoroughly vacuum all carpets from wall to wall, including all entrances and exits.
Laminated Veneer Doors, Painted-Steel Door Frames and Partition Glasses	Wx1	- All recycle containers shall be emptied according to schedule or as needed. Collected materials must be placed in the appropriate recycling container, with contaminated materials disposed of in the dumpster areas.
Metal & Wood Cabinets and Book Cases	Wx1	- All work surfaces, cabinetry, millwork and chairs shall be cleaned and protected with the appropriate cleaning chemicals leaving the finishes free of dust, dirt, stains, streaks, etc. and in like new appearance. Phones shall be cleaned and disinfected daily, free from fingerprints, etc..
Phones	Wx1	- All glass and glass frames, doors and door frames and glass partitions shall be maintained at a high level of cleanliness in order to minimize the appearance of hand and finger prints throughout the work day.
Wall Hangings	Wx1	- All walls, wall hangings and baseboards are to be free of visible dirt marks.
Walls	Wx1	** Refer to the manufacture specifications for the appropriate cleaning chemicals to clean the office furniture.
Work Surfaces	Wx1	
Recycle Containers	Wx2	
Light Fixtures	Mx1	
Windows, Window Frames & Blinds	Mx1	
Chairs	Ax2	
Modular Walled Offices		
Other areas as needed	AS	- All modular-walled offices shall be maintained free of visible and concealed dirt, dust, debris and trash, as well as, neat-in-appearance and in a ready-to-occupy condition.
Work Surfaces	AS	- All work surfaces, cabinetry, millwork and chairs shall be cleaned and protected with the appropriate cleaning chemicals leaving the finishes free of dust, dirt, stains, streaks, etc. and in like new appearance. Phones shall be cleaned and disinfected daily, free from fingerprints, etc..
Waste Containers	Dx1	- All trash cans shall be emptied each night, with the removal of all trash can liners at the same time, each can shall be cleaned and disinfected with appropriate cleaning chemicals.
Floors/Carpets	Dx1	- Vacuumed carpets shall present a uniformly clean appearance both in open spaces and in inaccessible areas under and around furnishings, in corners and along edges, each day. Carpets shall be free from lint, debris, strings and loose carpet strands. Thoroughly vacuum all carpets from wall to wall, including all entrances and exits.
Air Vent Diffuser (dust)	Wx1	- All recycle containers shall be emptied according to schedule or as needed. Collected materials must be placed in the appropriate recycling container, with contaminated materials disposed of in the dumpster areas.
Ceilings (dusted)	Wx1	- All air vent diffusers, light fixtures and ceilings shall be free from dirt, accumulated dust, cobwebs, and shall present an overall clean appearance.
Fabric Modular Panel Walls, Glass Partitions, Hardware Rails and Other Office Accessories	Wx1	
Metal & Wood Cabinets and Book Cases	Wx1	
Phones	Wx1	
Recycle Containers	Wx2	
Light Fixtures	Mx1	
Chairs	Ax2	** Refer to the manufacture specifications for the appropriate cleaning chemicals to clean the modular panel walls and furniture.

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

Specialty Areas		
Other areas as necessary	AS	
Fitness Center	Dx1	Fitness Center shall be maintained free of visible and concealed dirt, dust, debris and trash; all equipment shall be cleaned with a anti-bacterial and sanitizer cleaner and free from streak marks.
SunWatch Center	Dx1	The SunWatch Center shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations. All carpets are to remain free of dirt, spots and stains.
Tolls Orlando Data Center (ODC)	Dx1	The Tolls Orlando Data Center (ODC) shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations. All carpets are to remain free of dirt, spots and stains.
Traffic Management Center (TMC)	Dx1	The Traffic Management Center (TMC) shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations. All carpets are to remain free of dirt, spots and stains.
Mailroom	Wx1	The mailroom shall be maintained free of visible and concealed dirt, dust, debris and trash.
Main Reprographics Room	Wx1	The main reprographics room shall be maintained free of visible and concealed dirt, dust, debris and trash.
Interior Artwork & Wall Hangings	Mx1	All interior artwork and wall hangings shall be maintained free of visible dirt, clean and uniform appearance with no signs of mold, dirt, mildew, discoloration or streak marks.
File Rooms	Mx1	All file rooms shall be maintained free of visible and concealed dirt, dust, debris and trash; file cabinets shall be free of streaks.
Locker Rooms/ Unoccupied Lockers	Mx1	All locker rooms and unoccupied lockers shall be maintained free of visible and concealed dirt, dust, debris and trash.
Scanning Room	Mx1	The scanning room shall be maintained free of visible and concealed dirt, dust, debris and trash.
Storage Rooms	Mx1	All storage rooms shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations.
Telecommunication Rooms	Mx1	All telecommunication rooms shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations.
Elevator Equipment Rooms	Qx1	All elevator equipment rooms shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations.
Computer Server Rooms	Qx1	All server rooms shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations.
Law Enforcement Evidence and Weapons Rooms	Qx1	The Law Enforcement Evidence and Weapons rooms shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations.
Mechanical Rooms	Qx1	All mechanical rooms shall be maintained free of visible and concealed dirt, dust, debris and trash. Special arrangements, supervision, and cleaning instructions will be given at the time of cleaning due to the nature of operations.
Optional Service(s)		
Semi-skilled Worker(s)	Hourly	Performs general building maintenance, and other support services tasks, as an extension of the Support Services Department. May change light bulbs, hang pictures, move furniture, deliver boxes, light pressure cleaning and other duties as needed and directed by the Department's Contract/Project Manager or designee.

Abbreviations of Frequencies:
D = daily, W = weekly, BW = bi-weekly, M = monthly, Q = quarterly, A = annually, AS = as needed. **Whenever a number appears next the abbreviation, it is considered to mean the minimum frequency of service(s) that shall be performed within that time frame (example: Dx4 = indicates that task needs to be performed four (4) times, daily).

Note: The attached service areas, frequency of services, and performance measures should be used as a guide to identify the minimum frequencies of services being requested and the performance measure in which the contractor shall be measured on and deemed expectable levels of services by the Department. Cleaning on an *as needed* (AS) basis shall supercede all minimum frequencies in order to meet the minimum levels of performance measures and estimated frequencies in order to meet the Department's objectives.
**** Refer to the manufacture specifications for the appropriate cleaning chemicals to be used on all building furniture, art work and other surfaces; and when applicable, all cleaning and floor care products used by the Janitorial Vendor shall be environmentally sensitive and shall meet "green" environmental certification standards (example: Green Seal GS-37, LEED-Certified or any other "green" certified organization).**

ATTACHMENT "B"

Turnpike Headquarters Flooring Plans

The Flooring Plans will be distributed during the Mandatory Pre-Proposal Meeting on May 17, 2012 10:00 a.m. at Florida's Turnpike Headquarters, Florida's Turnpike Milepost 263.0, Turkey Lake Service Plaza Building 5315, Ocoee, FL 34761

ATTACHMENT "C"
CERTIFICATION
DISBURSEMENT OF PREVIOUS PAYMENTS

Date: _____, 20__

Contract No.: _____

Financial Project No. 190970-1-A1-08

Contract For: Janitorial Services for the Turnpike Enterprise Complex

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

(State)

(Zip)

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

(Name of Business)

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

(Address)

(Print/Type Name)

(City)

(Title)

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

CERTIFICATION MUST BE ATTACHED TO INVOICE

ATTACHMENT "8"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CERTIFICATE OF CONTRACT COMPLETION

Contract Number _____

FPI Nos. 190970-1-A1-08

Project Description _____

Contractor _____

Contract For: Janitorial Services for the Turnpike Enterprise Complex

Contract Date _____ **Total Amount \$** _____

CONTRACTOR'S AFFIDAVIT

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

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

(Title)

(Corporate Seal)

STATE OF _____

COUNTY OF _____

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

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

produced _____, as identification.
(Type of Identification)

Notary Public: _____
(Signature)

(Notary Stamp)

Type/Print Name: _____

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

CERTIFICATION MUST BE ATTACHED TO THE FINAL INVOICE



EXHIBIT "B"

METHOD OF COMPENSATION

RFP-DOT-11/12-8007-KB

JANITORIAL SERVICES

FOR

THE TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX

**TURKEY LAKE SERVICE PLAZA
MILEPOST 263.0 ON FLORIDA'S TURNPIKE
OCOEE, FL 34761**

190970-1-A1-08

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

1.0 General

The Vendor shall accept the compensation as provided in this Contract as full payment for furnishing all labor, materials, and equipment for performing all work under this Contract, and for all other costs including, but not limited to: tolls, dump fees, fuel, permits, and any documentation required in this contract. All work specified herein, or implied in any way in the specifications, shall be done whether or not the work is specifically defined in any Pay Item.

2.0 Compensation

This Agreement has a Budgetary Ceiling for the initial two (2) year contract term in an estimated amount of \$_____. Said Budgetary Ceiling is expected to be funded by multiple annual appropriations of the State Legislature as follows:

\$_____ from Department Fiscal Year 2012-2013
\$_____ from Department Fiscal Year 2013-2014

Legislative appropriations are on a fiscal year basis. The Department's fiscal year begins July 1st of each year and ends on June 30th of each succeeding year.

Upon execution of this Agreement, the Department gives notice to the Vendor that the amount shown above for Fiscal Year 2012-2013 is available to have the Vendor render services. The Department and the Vendor acknowledge and agree that funding for the amounts shown above for fiscal year(s) subsequent to Fiscal Year 2012-2013 are contingent upon an annual appropriation by the Legislature and that until such appropriation, the Vendor shall not render services. The Department shall provide the Vendor a written notice if legislative funding for the fiscal year(s) subsequent to Fiscal Year 2012-2013 are not made available.

The Department and the Vendor acknowledge and agree that the Vendor shall not provide services or incur costs during a fiscal year which would result in exceeding the funding established for the Fiscal Year nor shall the Department be obligated to reimburse the Vendor for services or costs which would result in exceeding the funding established for a fiscal year. The Department, based on need and availability, may increase or decrease funding for a given fiscal year by Amendment.

3.0 Basis of Payment

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

3.1 Routine Janitorial Services

Monthly Routine Janitorial Services - Payment for this activity shall constitute full compensation for furnishing all labor, materials, supplies, equipment, tools, transportation, and any other items required to perform the routine janitorial services as specified in Exhibit "A", Section 11.0 and in Attachment "A", to maintain high quality standards of appearance and cleanliness to the facility and its components. Payment will be made on the basis of the contract lump sum price as shown in Exhibit "C", Price Proposal, under the following pay item:

Pay Item No. 1 – Routine Janitorial Services, Per Month. The contract lump sum amount for this pay item shall cover the charge per month, for all routine janitorial services as specified in Exhibit "A", Scope of Services, Section 11.0 and Attachment "A".

3.2 Supplies/Inventory

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

Pay Item No. 2 – Supplies, Per Month. The contract unit rate for this pay item shall cover the charge per month, for all supplies as described in Exhibit "A", Scope of Services, Section 8.0.

3.3 Optional Services:

Payment for these activities shall constitute full compensation for furnishing all labor, materials, supplies, equipment, tools, transportation, and any other items required to provide optional services as specified in Exhibit "A", Scope of Services, Section 13.0 and as required by the Department's Contract/Project Manager. Payment will be made on the basis of the contract unit prices as shown in Exhibit "C", Price Proposal, under the following item numbers. Optional services may only be executed by a supplemental agreement and a Notice To Proceed issued to the Vendor by the Contract/Project Manager or designee; therefore these unit prices will not be part of the total sum amount in the Price Proposal. Optional services shall be on an as needed basis.

Pay Item No. 3 – Semi Skilled Laborer, Per Hour. The contract unit rate for this pay item shall cover a per hour charge for a semi-skilled laborer as specified in Exhibit "A", Scope of Services, Section 13.1 and Attachment "A".

4.0 Invoicing

- A. Payment will be made following receipt and approval of a monthly invoice package for all work performed and accepted by the Department's Contract Manager. The invoice package shall include an itemized monthly invoice and all contract maintenance work documents, as specified

in item B and C immediately below. The Vendor's monthly invoice package shall be submitted to the Department's Contract Manager by no later than the 15th of each month. **Failure to submit timely invoices could affect Vendor's performance rating.**

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

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

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

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

C. A contract maintenance work document for all authorized work must be provided. The contract maintenance work document shall include the following:

1. Date of Completion
2. Estimated Quantity for each pay item
3. Actual Quantity for each pay item
4. Total amount for each work document
5. Description of actual work performed
6. Location of work
7. Copies of all receipts for parts purchased must be attached

D. The "LABOR HOURS" are the total number of expended hours times the number of employees assigned to perform the work. The information is required for entry into the Department's Maintenance Management System (MMS) only, and not intended as a basis of payment.

4.3 The Vendor shall provide a statement, with all but the first pay request, to the Department which certifies that the Vendor has disbursed to all sub-vendors, laborers, and materials suppliers, having an interest in the Contract, their pro-rata shares of the payment, out of the previous payments received by the Vendor for all work completed and materials furnished in the previous period. This

certification shall be in the form designated by the Department (see Attachment "C", Disbursement of Previous Payments). The Department shall not make any payments after the initial payment until the Vendor furnishes said certification, unless the Vendor demonstrates good cause for not making any such required payment and provides written notification of any such good cause to both the Department and the affected sub-vendors, laborers, and material suppliers.

- 4.4** The cost of any repairs performed by the Department as a result of the Vendor's performance of duties or employees shall be deducted from the Vendor's monthly payment. The Department also reserves the right to withhold and/or deny payment for the Vendor's performance of duties or employees shall be deducted from the Vendor's monthly payment. (see Exhibit "A", Scope of Services, Paragraph 16)
- 4.5** The Department reserves the right to withhold the payment or partial payment of the Vendor's invoice and/or deny payment to the Vendor when, in the opinion of the Department's Contract Manager, less than the services listed on the invoice were performed or services were inadequate, not authorized, or not actually performed.
- 4.6** No compensation shall be paid separately for travel time, expenses or tolls. Therefore, all the anticipated travel time and travel expenses incurred by the Vendor shall be included in the Vendor's unit prices. This should also include charges for the use of Florida's Turnpike. The Vendor and any subcontractor shall pay toll charges for all vehicles and equipment at the standard rate applicable to the general public.
- 4.7** The Vendor shall submit all the outstanding invoices or issues pertaining to the contract within forty-five (45) calendar days of the termination date/last day of the term of the Contract. Failure to timely submit the outstanding invoices or issues, by the Vendor, may be grounds for the Department to close the contract. The Department shall not be obligated to reimburse the Vendor for any invoice submitted thereafter unless the Vendor has obtained a written exception to the time limit from the Department. The Vendor shall submit, Attachment "D", Certificate of Contract Completion with the final invoice.
- 4.8** In the event that funds paid to the Vendor under this contract are subsequently disallowed by the Department because of accounting error or charges not in conformity with this Contract, the Vendor agrees that such disallowed amounts are due to the Department upon demand. Further, Vendor agrees that the Department shall have the right to deduct from any payment due to the Vendor under any other contract between the Vendor and the Department or under this Contract, an amount sufficient to satisfy any amount due and owing the Department by the Vendor under this Contract.



EXHIBIT "C"

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RFP-DOT-11/12-8007-KB

JANITORIAL SERVICES

FOR

THE TURNPIKE ENTERPRISE HEADQUARTERS COMPLEX

**TURKEY LAKE SERVICE PLAZA
MILEPOST 263.0 ON FLORIDA'S TURNPIKE
OCOEE, FL 34761**

190970-1-A1-08

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EXHIBIT "C"
PRICE PROPOSAL
JANITORIAL SERVICES
FOR THE
TURNPIKE ENTERPRISE COMPLEX
(2 YEAR CONTRACT)

RFP-DOT-11/12-8007-KB
 FPI No. 190970-1-A1-08

FORMULA: (FOR FILLING IN BID BLANK) QUANTITY of ITEM X (TIMES) THE UNIT RATE = PAY ITEM

PAY ITEM NO.	DESCRIPTION	UNIT OF	QTY OF ITEM	UNIT RATE	PAY ITEM
	Routine Janitorial Services				
1.	Daily, Nightly, Weekly, Monthly, Semi Annual, Quarterly & Annual Services	Monthly	24	\$ _____ . ____	\$ _____ . ____
	Supplies/Inventory				
2.	Supplies	Per Month	24	\$ _____ . ____	\$ _____ . ____

TOTAL 2 YEAR (24 month) (Pay Items 1 and 2) \$ _____ . ____

PAY ITEM NO.	DESCRIPTION	UNIT OF	QTY OF ITEM	UNIT RATE	PAY ITEM
	Optional Services				
3.	Semi –Skilled Worker	Per Hour	1	\$ _____ . ____	\$ _____ . ____

Note: Optional Services shall be used on an as-needed basis during the term of this Contract. All optional services will require the Department to execute a supplemental agreement prior to the Vendor performing any optional services and may only proceed with the work upon receiving a Notice to Proceed (NTP) from the Contract/Project Manager or designee.

NAME OF BUSINESS _____

EXHIBIT "C"
PRICE PROPOSAL
JANITORIAL SERVICES
FOR THE
TURNPIKE ENTERPRISE COMPLEX
(2 YEAR RENEWAL RATES)

RFP-DOT-11/12-8007-KB
 FPI No. 190970-1-A1-08

FORMULA: (FOR FILLING IN BID BLANK) QUANTITY of ITEM X (TIMES) THE UNIT RATE = PAY ITEM

PAY ITEM NO.	DESCRIPTION	UNIT OF	QTY OF ITEM	UNIT RATE	PAY ITEM
	Routine Janitorial Services				
1r.	Daily, Nightly, Weekly, Monthly, Semi Annual, Quarterly & Annual Services	Monthly	24	\$ _____ . ____	\$ _____ . ____
	Supplies/Inventory				
2r.	Supplies	Per Month	24	\$ _____ . ____	\$ _____ . ____

TOTAL 2 YEAR (24 month) RENEWAL (Pay Items 1r and 2r) \$ _____ . ____

PAY ITEM NO.	DESCRIPTION	UNIT OF	QTY OF ITEM	UNIT RATE	PAY ITEM
	Optional Services				
3r.	Semi –Skilled Worker	Per Hour	1	\$ _____ . ____	\$ _____ . ____

Note: Optional Services shall be used on an as-needed basis during the term of this Contract. All optional services will require the Department to execute a supplemental agreement prior to the Vendor performing any optional services and may only proceed with the work upon receiving a Notice to Proceed (NTP) from the Contract/Project Manager or designee.

NAME OF BUSINESS _____

EXHIBIT "C"
PRICE PROPOSAL
JANITORIAL SERVICES
FOR THE
TURNPIKE ENTERPRISE COMPLEX

RFP-DOT-11/12-8007-KB
FPI No. 190970-1-A1-08

Subtotal Amount Pay Item Nos. 1 TO 2 \$ _____ . _____
Initial 2 years (24 months)

Subtotal Amount Pay Item Nos. 1r TO 2r \$ _____ . _____
2 years (24 months) Renewal

Note: Optional Services shall be used on an as-needed basis during the term of this Contract. All optional services will require the Department to execute a supplemental agreement prior to the Vendor performing any optional services and may only proceed with the work upon receiving a Notice to Proceed (NTP) from the Contract/Project Manager or designee.

TOTAL AMOUNT BID FOR THIS CONTRACT \$ _____ . _____
(Add all above subtotals together)

All payments to the vendor from this competitive solicitation WILL be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR1000 General Contract Condition #14.

NAME OF BUSINESS: _____

EXHIBIT "C"
PRICE PROPOSAL
JANITORIAL SERVICES
FOR THE
TURNPIKE ENTERPRISE COMPLEX
(2 YEAR CONTRACT)

RFP-DOT-11/12-8007-KB
FPI No. 190970-1-A1-08

The undersigned has completed and is returning the following documents as part of its Proposal Package and understands that failure to return this document as your Price Proposal may cause rejection of the Proposal Package.

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

Mail Address: _____ M.B.E. yes _____ no _____

Street Address: _____

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

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

Authorized Signature: _____ Title: _____
Owner, Vice President, President, or Designated Officer (Corporate Resolution)**

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

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