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Ron DeSantis, Governor

The State of Florida

Department of Management Services

Invitation to Negotiate (ITN)

Custodial Services

ITN No: 21-76111500-ITN

Katie Wagner, Procurement Officer

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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.

Any protest concerning this agency decision or intended decision must be timely filed with the Department of Management Services' Agency Clerk. Protests may be filed by courier, hand delivery, or regular mail at: Department of Management Services, Office of the General Counsel, Attention: Agency Clerk, 4050 Esplanade Way, Suite 160, Tallahassee, Florida 32399-0950. Protests may also be filed by fax at 850-922-6312, or by email at agencyclerk@dms.fl.gov. It is the filing party's responsibility to meet all filing deadlines.

The Procurement Officer should be copied on such filings.

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1 INTRODUCTION

1.1 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the responsibility of the Respondent to check for any changes on the [Vendor Bid System \(VBS\)](#).

Respondents shall not rely on the MyFloridaMarketPlace (MFMP) Sourcing time clock. It is not the official submission date and time deadline. The official solicitation closing time and deadlines are reflected in the Timeline of Events listed below.

Event	Event Time (Eastern Time)	Event Date
Solicitation posted on VBS and in MFMP Sourcing		April 6, 2021
Deadline to submit questions in MFMP Sourcing	2:00 p.m.	April 20, 2021
Department's anticipated posting of answers on VBS		May 11, 2021
Deadline to submit Reply and all required documents in MFMP Sourcing	2:00 p.m.	June 1, 2021
Public Opening Conference Call Number: 888-585-9008 Conference Room Number: 582-904-411	2:01 p.m.	June 1, 2021
Anticipated Evaluations Phase		June 29, 2021 – July 30, 2021
Anticipated Negotiations Phase		August 23, 2021 – October 8, 2021
Negotiation Team Public Meeting Conference Call Number: 888-585-9008 Conference Room Number: 582-904-411	10:00 a.m.	October 19, 2021
Anticipated date to post Notice of Intent to Award on VBS		October 26, 2021
Anticipated Contract Execution		December 15, 2021

1.2 Objective

The State of Florida Department of Management Services' Division of State Purchasing is issuing this ITN to establish a state term contract for Custodial Services. Customers for this Contract include state agencies and eligible users. The Department intends to award a Contract(s) to up to three Respondents per Region for Custodial Services. The solicitation will be administered using VBS and MFMP Sourcing.

1.3 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); Attachment D, Special Contract Conditions; and the PUR 1001, General Instructions to Respondents (10/06), are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions. All definitions apply in both their singular and plural sense.

Best and Final Offer (BAFO) – The final offer submitted by the Respondent.

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m. Eastern Time.

Commodity Code – The State of Florida numeric code for classifying commodities and contractual services which meet specific requirements, specifications, terms, and conditions herein. Florida has adopted the United Nations Standard Products and Services Code (UNSPSC) for classifying commodities and services.

Confidential Information – Any portion of a Contractor's documents, data, or records disclosed relating to its response that the Contractor claims is confidential and not subject to disclosure pursuant to Chapter 119, F.S.; the Florida Constitution; or any other authority and is clearly marked "Confidential."

Contract – The written agreement between the Department and the awarded Respondent(s) resulting from this solicitation.

Contract Manager – The representative designated by the Department who will oversee all aspects of the Contract, monitor performance expectations, and serve as the primary point of contact for the Contractor.

Contractor – A Vendor that enters a Contract with the Department as a result of this solicitation.

Cost Reply – A Vendor's pricing for Custodial Services.

Custodial Services – Cleaning services based on square footage, types of service, flooring type, unit of measure and hourly rate. Cleaning services include, but are not limited to, cleaning blinds and windows, restrooms, pressure washing, carpet cleaning, hard surfaces cleaning, and fixture cleaning.

Customer – An ordering entity including State Agencies and Eligible Users.

Region(s) – Service area comprised of specific Florida counties, as defined in Attachment I, Regional Map.

Reply – A Vendor's response to this ITN.

Respondent – A Vendor who submits a Reply to this ITN.

Revised Reply(ies) – The Respondent's revised submission of the ITN or portions thereof.

State – The State of Florida.

Vendor Bid System (VBS) – The State’s bidding notification system developed in accordance with section 287.042(3)(b)2., F.S. The Vendor Bid System is accessible at http://www.myflorida.com/apps/vbs/vbs_main_menu.

1.4 Term

The initial term of the Contract resulting from this solicitation will be for the period indicated in Attachment A, Draft Contract.

1.5 Questions Being Explored

- a) What Custodial Services models meet a variety of Customers’ needs while ensuring competitive pricing through the Contract resultant from this ITN?
- b) Which service options promote the delivery of cost-efficient and high-quality Custodial Services in each Region?
- c) How does the Department maintain competitive pricing throughout the initial and renewal term of the Contract?
- d) What are the best methods to achieve the service objectives in the Scope of Work?
- e) What types of enhanced cleaning techniques are available for the discreet and efficient delivery of Custodial Services using daytime Porters?
- f) What technical and technological advances have been made in the delivery of Custodial Services which may further limit and prevent the spread of communicable diseases, including but not limited to COVID-19?
- g) What type of pricing models(s) are in the best interest of the State?

1.6 Goals of this ITN

The goals of this ITN are to establish Contracts that accomplish the following:

- a) Promote the delivery of cost-efficient and high-quality Custodial Services.
- b) Collectively provide coverage and best value for the specified Region.
- c) Provide combinations of services to meet a variety of Customers’ needs while ensuring competitive pricing through this procurement for the services throughout the Contract.
- d) Achieve or exceed the requirements listed in the Scope of Work attachment and the other ITN attachments.
- e) Review and discuss Vendor-specific staffing plans which may vary due to service delivery methods, products, and technologies.
- f) Explore whether new technologies and processes exist that would allow discreet delivery of Custodial Services using daytime Porters.
- g) Discuss processes and technologies related to Custodial Services, including but not limited to carpet care, to determine whether new technologies are available.

- h) Allow flexibility to discuss each Respondent's approach and ideas for meeting the requirements within the Scope of Work, compare current services to those being offered, and obtain competitive pricing.
- i) Explore alternative pricing models.

1.7 Scope of Work

Respondent(s) awarded a Contract under this ITN shall provide commodities or contractual services as described in Attachment B, Scope of Work.

1.8 Procurement Officer

The Procurement Officer is the sole point of contact for this ITN.

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****ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE OF THE EMAIL****

1.9 Order of Precedence for Solicitation

In the event of a conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- a) Addenda to ITN, if issued (in reverse order of issuance)
- b) Attachment C, Cost Reply
- c) Attachment F, Technical Reply Instructions and Evaluation Criteria
- d) This ITN document
- e) Attachment A, Draft Contract
- f) All other ITN attachments

1.10 Commitment to Diversity in Government Contracting

The State is committed to supporting its diverse business population through involving woman-, veteran-, and minority-owned business enterprises in the state's purchasing process. The Department supports diversity in its procurements, and requests that all subcontracting opportunities afforded by this solicitation be shared with certified woman-, veteran-, and minority-owned business enterprises. The award of subcontracts should reflect the vast array of citizens in the State. Respondents can search for certified businesses online at the Office of Supplier Diversity's Certified Vendor Directory or by contacting 850-487-0915 for information on certified businesses that may be considered for subcontracting opportunities. The Certified Vendor Directory is accessible at <https://osd.dms.myflorida.com/directories>.

The Office of Supplier Diversity's Mentor-Protégé Program connects certified businesses with private business entities for business development mentoring. The Department strongly encourages Vendors doing business with the State to consider becoming a Mentor and participating in this initiative. More information on the Mentor-Protégé Program may be obtained by contacting the Office of Supplier Diversity at 850-487-0915 or osdinfo@dms.fl.gov.

1.11 Limitation on Contact with Government Personnel (Subsection 287.057(23), F.S.)

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of this solicitation and the end of the 72-hour period following the Department 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 Reply.

1.12 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at 850-922-7535 or ADA.Coordinator@dms.fl.gov at least five Business Days prior to the scheduled event. If hearing or speech-impaired, please contact the ADA Coordinator by using the Florida Relay Service at 800-955-8771 (TDD).

2 SOLICITATION PROCESS

2.1 General Overview

The ITN is a method of competitively soliciting contractual services under section 287.057(1)(c), F.S. This solicitation will be administered through VBS. Vendors interested in submitting a Reply are to comply with all terms and conditions described in this solicitation. The Department will hold a public opening of the Replies at the date, time, and location provided in the 'Timeline of Events' section.

The ITN process is divided into two phases: the evaluation phase and the negotiation phase. The evaluation phase involves the Department's evaluation of Replies in accordance with this ITN. During this phase, the Department evaluates all Responsive Replies using the evaluation criteria and available points listed in Attachment F to establish a competitive range of Replies reasonably susceptible of award for each Region. The Department then selects one or more Respondents per Region within the competitive range to commence negotiations.

The negotiation phase involves negotiations between the Department and one or more Respondents whose evaluated Replies were determined to be within the competitive range. During this phase, the Department may request Revised Replies and Best and Final Offers (BAFOs) based on the negotiations.

Once negotiations have concluded and BAFO(s) have been received and reviewed, the Department will hold a negotiation team public meeting to recommend Contract award(s). The Department intends to post a notice of Intent to Award, identifying the responsive and responsible Vendor(s) that provide the best value to the State based on the selection criteria set forth in the Selection Methodology section and sub-sections thereof in this ITN.

Any reservation or listing of reservations of the Department's rights provided in this ITN is not intended to be exhaustive and shall not be construed to limit the rights of the Department in conducting this procurement

2.2 Questions and Answers

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted in MFMP Sourcing by the time and date reflected in the Timeline of Events. Respondents are strongly encouraged to ask any questions regarding this

ITN, including the proposed Contract terms and conditions, prior to the deadline to submit questions. Questions will not constitute a formal protest of the specifications of the solicitation.

2.3 Addenda to the ITN

The Department reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on the VBS. It is the Respondent's responsibility to check for any changes to a solicitation prior to submitting a Reply.

2.4 Modification or Withdrawal of Reply

Respondents are responsible for the content and accuracy of their Reply. Respondents may modify or withdraw their Reply at any time prior to the Reply due date in accordance with the 'Timeline of Events' section.

2.5 Cost of Response Preparation and Independent Preparation

The costs related to the development and submission of a response to this ITN are the full responsibility of the Respondent and are not chargeable to the Department. A Respondent shall not, directly or indirectly, collude, consult, communicate, or agree with any other Vendor or Respondent as to any matter related to the Reply each is submitting. Additionally, a Respondent shall not induce any other Respondent to modify, withdraw, submit, or not submit a Reply.

2.6 Department's Right to Reject Replies

The Department may reject any Reply not submitted in the manner specified by this solicitation.

Replies that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose Replies, references, 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 not responsible. The Department reserves the right to determine which Replies meet the requirements of this solicitation and which Respondents are responsive and responsible.

In this solicitation, the words "should" or "may" indicate desirable attributes or conditions but are permissive in nature. Where language indicates that the attribute or condition is mandatory, the Department still reserves the right to waive any minor irregularity if the Department determines that it is in the best interest of the State to do so.

A deviation from a requirement or condition is material if, in the Department's discretion, it provides a substantial advantage to one Respondent over another or has a potentially significant effect on the quality of the Reply or on the cost to the State.

2.7 Reply Disqualification

Replies that do not meet all requirements, specifications, terms and conditions of the solicitation or failure to provide all required information, documents or materials may be rejected as non-responsive. Respondents whose Replies, past performance or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsive. The Department reserves the right to determine which Replies meet the requirements of this solicitation and which Respondents are responsive and responsible.

2.8 Equal Replies

In the event the Department receives equal Replies eligible for award, the Department will comply with the following sections, as applicable: 295.187(4)(b), 287.057(11), 295.187(4)(a), 287.087, 287.082, and 287.092, F.S.

3 GENERAL AND SPECIAL INSTRUCTIONS

3.1 General Instructions

The PUR 1001, General Instructions to Respondents (10/06), is incorporated by reference and is accessible at https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf.

3.2 Special Instructions

The following special instructions modify the general instructions provided in the incorporated PUR 1001.

Paragraph 13 of the PUR 1001 is inapplicable in its entirety.

Paragraphs 3, 4, 5, 9, 14, 15, 19, and 20 of the PUR 1001 are deleted and are replaced as follows:

3. Electronic Submission of Replies. Replies shall be submitted in accordance with "How to Submit a Reply in MyFloridaMarketPlace".

4. Terms and Conditions. All Replies are subject to the terms of this solicitation, which, in case of conflict, will have the order of precedence listed in the 'Order of Precedence for Solicitation' section.

The Department will not accept any unrequested terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Reply. In submitting its Reply, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

5. Questions. Questions shall be submitted in accordance with the 'Question Submission' section of this solicitation.

9. Respondent's Representation and Authorization. In submitting a Reply, the Respondent certifies that it understands, represents, and acknowledges the following:

- a. The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- b. The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Reply.
- d. 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 other Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.

- e. The Respondent has fully informed the Department in writing of all convictions of the Respondent, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the Respondent and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosure of the names of current employees who were convicted of public entity crimes while in the employ of another company.
- f. Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds: (Included only when federal funds are involved)
 - I. Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable 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
 - II. Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- g. The products and services offered by the Respondent conform to the specifications contained herein without exception.
- h. The Respondent has read and understands the terms and conditions listed in the Draft Contract, and the submission is made in conformance with those terms and conditions.
- i. If an award is made to the Respondent, the Respondent agrees that it will execute the Draft Contract.
- j. The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply, 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 Reply.
- k. The Respondent shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Reply.
- l. All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to submission of the Reply. A misrepresentation may be punishable under law.

The Department reserves the right to deem the Respondent non-responsive or non-responsible based on any information provided in, or omitted from, the Respondent's Reply related to the certifications of this section.

14. Firm Response. The Department intends to make an award within 180 days after the date of the opening, during which period Replies shall remain firm and shall not be withdrawn.

15. Clarifying Information. The Department may request, and Respondent shall provide, clarifying information or documentation. Failure to supply the information or documentation as requested may result in the Reply being deemed non-responsive.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of “public record.” As such, the entirety of the Replies are public records and are subject to disclosure unless exempt from disclosure by law. If the Respondent considers any portion of its Reply to be Confidential Information, the Respondent is to mark the document as “confidential” and simultaneously provide the Department with a separate, redacted copy of its Reply. For each portion redacted, the Respondent is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Respondent is to provide its name and the Department’s solicitation name and number and clearly title it, “Redacted Copy.” Only portions of material that the Respondent claims are Confidential Information are to be redacted.

In accordance with section 119.0701, F.S., Replies are exempt from production in response to public records requests until such time as the Department provides notice of an intended decision or until 30 days after opening the Replies, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as “confidential” are responsive, the Department will provide the redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Respondent such an assertion has been made. It is the Respondent’s responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as “confidential” in a legal proceeding, the Department will give the Respondent notice of the demand or request. It will be the Respondent’s responsibility to take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Respondent fails to take appropriate and timely action to protect the materials it has designated as Confidential Information, the Department will provide the unredacted materials to the requester.

By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Respondent’s determination that the redacted portions of its Reply are Confidential Information. If a Respondent fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire material submitted to the Department in response to a public records request for, or demand for discovery or disclosure of, these records.

20. Protests. Any protest concerning this solicitation should be made in accordance with sections 120.57(3) and 287.042(2), F.S., and Chapter 28-110, F.A.C. Any communication not in accordance with these sections or the solicitation, including questions to the Procurement Officer, will not constitute formal notice of a protest.

3.3 How to Submit a Reply in MyFloridaMarketPlace

3.3.1 MFMP Registration

To submit questions regarding this procurement, and to submit a response to the solicitation, a Respondent must be a registered Vendor in the MFMP Vendor Information Portal (VIP). Registered Vendors must log in to the MFMP Sourcing application using their MFMP VIP username and password to ensure that their contact information is correct and that they have registered with the matching Commodity Code of the MFMP Sourcing event. To participate in the procurement, a Vendor must also indicate its intent to participate in electronic solicitations in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

If you are not currently registered with MFMP VIP, you must:

- a) Create an account through the MFMP VIP.
- b) Within MFMP VIP, indicate on the 'Solicitations' page that you wish to participate in electronic solicitations.
- c) Within MFMP VIP, in the Commodity Selections section, ensure that you have selected the matching Commodity Codes used in this procurement. Vendors will not receive notifications for procurements with Commodity Codes that they have not selected in their MFMP VIP account.

Please note: VBS and MFMP Sourcing may provide automated notifications to the Vendor community, as a courtesy, based on Commodity Codes that are tied to a Vendor's registration in the MFMP VIP. Vendors with a Commodity Code that matches the Commodity Code of the MFMP Sourcing event will be able to 'Join' the MFMP Sourcing event. If a Vendor does not have a matching Commodity Code, VBS and MFMP Sourcing will not provide a courtesy notification and the Vendor will not be able to 'Join' the MFMP Sourcing event. Vendors have the ability to access and update their registration in VIP by adding Commodity Codes to their business profile. Changes made in MFMP VIP, including new registrations, may take 48 hours to take effect.

The MFMP VIP can be accessed via this link: <https://vendor.myfloridamarketplace.com/>.

The Department strongly recommends setting your MS Internet Explorer browser to compatibility mode while using MFMP applications. For more information regarding recommended internet browser settings, please visit http://www.dms.myflorida.com/media/purchasing/mfmp_files/buyers/new_ie_compatibility_job_aid.

REPLIES ARE DUE IN ACCORDANCE WITH THE TIMELINE OF EVENTS. THE MFMP SOURCING EVENT MUST BE JOINED PRIOR TO THAT TIME IN ORDER TO SUBMIT A REPLY.

To 'Join' the MFMP Sourcing event, Vendors must:

- a) have a current MFMP Vendor registration within the MFMP VIP; and
- b) select 'Yes' to participate in electronic sourcing events in MFMP Sourcing on the 'Solicitations' page of their MFMP VIP account.

The MFMP Sourcing application may be accessed via this link: <https://sourcing.myfloridamarketplace.com>.

3.3.2 MFMP Sourcing Phases

A solicitation formally begins when the Department posts a Notice on VBS. The Department will also publish the procurement in MFMP Sourcing.

Do not rely on MFMP Sourcing for notices of procurements or agency decisions. VBS is the centralized procurement website designated by the Department for electronic posting of competitive procurements, addenda, agency decisions, intended decisions, including, but not limited to, intended contract awards. MFMP Sourcing is the application for submitting formal questions in response to the solicitation.

The following are MFMP Sourcing phases:

Preview Status

When this solicitation is published as a 'Public Event' in MFMP Sourcing, it will initially exist in a 'Preview' status. During the 'Preview' status, Vendors without a matching Commodity Code can only preview the MFMP Sourcing event. Vendors with a matching Commodity Code can 'Join' the event, view and download solicitation documents, and accept the 'Bidder's Agreement.'

In accordance with the time stated on the Timeline of Events, Vendors may submit questions to the Procurement Officer in the 'Messages' tab of the MFMP Sourcing event, during the Preview status, after they have joined the event. The solicitation will remain in 'Preview' status until the 'Open' status begins.

Open Status

The solicitation will be in 'Open' status on the date listed on the Timeline of Events. When a solicitation is in 'Open' status, all registered Vendors with a matching Commodity Code, who 'Join' the MFMP Sourcing event and accept the 'Bidders Agreement' may submit Replies until the Replies Due date listed in the solicitation's Timeline of Events section.

The solicitation remains in 'Open' status until the Replies Due date and time listed in the solicitation's Timeline of Events section.

Pending Selection Status

After the response due date in the Timeline of Events, the solicitation will enter 'Pending Selection' status. During this phase of the solicitation, the 'Pending Selection' tab will appear in MFMP Sourcing.

Completed Status

If the tab in MFMP Sourcing indicates 'Completed,' either a Notice of Intent to Award or a Notice to Reject All Replies has been posted on VBS. However, do not rely on MFMP Sourcing for this information. The VBS is the centralized procurement website for the posting of agency decisions.

3.3.3 MFMP Training

MFMP University offers Vendor training materials on the Department's website at: https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/training_for_vendors.

For Vendors responding to this solicitation, it is highly recommended that Vendors review the training provided via this link for Responding to Electronic Solicitations: https://www.dms.myflorida.com/content/download/140134/903704/Responding_to_Electronic_Solicitations.pdf

Please visit MFMP University to access online trainings on a variety of topics, including Vendor Registration and Selecting Commodity Codes: http://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_university/mfmp_university_for_vendors.

3.3.4 MFMP Assistance

If you need assistance with using MFMP, please contact the MFMP Customer Service Desk at VendorHelp@myfloridamarketplace.com or (866) 352-3776.

3.4 Mandatory Responsive Requirements

Respondents shall provide the required documentation requested in this section to be considered responsive.

- a) Respondents shall submit a completed Attachment E, Mandatory Responsive Requirements Form. The Department will not review Replies from Respondents who do not meet the minimum mandatory requirements listed in Attachment E, Mandatory Responsive Requirements Form.
- b) Respondents shall provide the Department with a completed Attachment C, Cost Reply. The Department will not review Replies from Respondents who do not submit an Attachment C, Cost Reply. Respondents shall not submit more than one Cost Reply per Region. The Respondent shall follow the instructions listed in Attachment C, Cost Reply.
- c) Respondents shall provide a response to Attachment F, Technical Reply Instructions and Evaluation Criteria. The Department will not review Replies from Respondents who do not submit a response to Attachment F, Technical Reply Instructions and Evaluation Criteria. Respondents shall not submit more than one Technical Reply.

3.5 Contents of Reply

All Replies are to be organized in sections as directed below. Submit the sections of the Reply as follows:

3.5.1 Cover letter with the following information:

- a) Contractor name and physical address;
- b) Contract information for primary point of contact, including phone number and email address; and
- c) Federal Employer Identification (FEID).

3.5.2 Respondent’s Reply to the Cost Reply

The Respondent must submit a completed Attachment C, Cost Reply. The submitted Cost Reply, must contain pricing that contemplates fulfillment of all Scope of Work requirements, with the understanding that there is no guaranteed minimum spend from Customers. Prices listed in Attachment C, Cost Reply, are inclusive of all charges and fees necessary to provide Custodial Services. The Respondent must fully complete the corresponding tab for each Region to which it submits a Reply. Pricing must be provided for both the initial and renewal terms. The Department reserves the right to request additional information relating to pricing during this procurement.

3.5.3 Respondent’s Reply to the Scope of Work (Technical Reply)

The Respondent must provide a Technical Reply according to the criteria and instructions provided in Attachment F, Technical Reply Instructions and Evaluation Criteria. Respondents shall not submit more than one Technical Reply.

4 SELECTION METHODOLOGY

4.1 Responsiveness and Responsibility

The Department will determine which Respondents are responsive and responsible, and which have submitted a Responsive Reply that meets the requirements of this solicitation and section 287.012, F.S. The Department will perform the initial responsiveness check. Replies found to be nonresponsive will not be evaluated. The Department reserves the right to act upon information discovered after the initial responsiveness check impacting the responsibility or responsiveness of the Respondent.

4.2 Phase One – Evaluations

4.2.1 Evaluation Process – General Overview

All Replies that meet the Mandatory Responsive Requirements and are determined to be responsive will be evaluated as described in this section. The Respondent shall be awarded up to 1,200 points for each Region to which it replies:

Reply	Available Points
Cost Reply	560
Technical Reply	640
Total Available Points	1,200

4.2.2 Evaluation of Cost Reply – 560 Points

The Respondent shall be awarded up to 560 points for its submitted Attachment C, Cost Reply, for each Region for which it submits a Reply. For each Region, the Respondent with the lowest initial or renewal term price for each Space Type and Service Type listed in the Cost Reply shall receive the corresponding Initial Term Available Points or Renewal Term Available Points shown in the following table:

Space Type	Initial Term Available Points Per Line	Renewal Term Available Points Per Line
Line Numbers 1 through 10	12	8

Line Numbers 11 through 22	9	6
Line Numbers 23 through 34	6	4
Service Type	Initial Term Available Points Per Line	Renewal Term Available Points Per Line
Line Numbers 35 through 37	6	4
Line Numbers 38 through 43	3	2
Total Cost Reply Points by Contract Term	336	224

Other Respondents shall receive points for each Region based on the following formula:

$$\frac{X}{N} \times Y = Z$$

Where:

- X = lowest price of all Respondents for the Space Type or Service Type and contract term
- N = Respondent's price for the Space Type or Service Type and contract term
- Y = Available Points for the Space Type or Service Type and contract term
- Z = points awarded for the Space Type or Service Type and contract term

The Department will calculate each Respondent's total Cost Reply score for each Region for which the Respondent submitted a Reply by adding the points awarded for all Space Types and Service Types for all contract terms.

4.2.3 Evaluation of Technical Reply – 640 Available Points

The Respondent shall be awarded up to 640 points for its submitted Technical Reply. The Department will appoint an evaluation team for the evaluation and scoring of the responsive Technical Replies for the evaluation phase. Each evaluator will be provided a copy of each responsive Respondent's Technical Reply. The evaluators will independently evaluate and score the responsive Technical Replies using the evaluation criteria described in Attachment F, Technical Reply Instructions and Evaluation Criteria. The average score of the evaluators Technical Reply scores shall be the points awarded to the Respondent for all Regions to which the Respondent replied.

4.2.4 Other Department Rights for Evaluation

The Department reserves the right at any time during the Evaluation Process to:

1. Conceal pricing information from evaluators or provide an instruction to evaluators to disregard pricing information in their evaluation of a responsive Reply.
2. Redact, omit, or provide instruction to evaluators to disregard any portions of a proposed offering which the Department determines are outside of the scope of this procurement.

4.3 Phase Two – Negotiations

4.3.1 Negotiations Process – General Overview

After the evaluation of Technical and Cost Replies based on the criteria identified within the solicitation, the Department will establish a competitive range of Replies reasonably susceptible of award and will select one or more Respondents within the competitive range to commence negotiations. The Cost Reply and Technical Reply scoring does not carry forward into the negotiations.

The Department will establish a negotiation team to conduct the negotiations. The negotiation team will make a recommendation of award(s) for the Respondent(s) that provide best value based on the selection criteria in the ITN. The negotiation team will not be bound by the evaluators' scoring.

The Department reserves the right to negotiate different terms, additional terms, and related price models if the Department determines that such changes would provide the best value to the State. Additional operational requirements may be defined and clarifications required.

The Department may require additional detail, demonstrations, and documentation. The negotiation team may request proposed alternative terms or deliverables during negotiations, but it is under no obligation to accept proposed alternative terms or deliverables.

The Department reserves the right to negotiate concurrently or sequentially with competing Respondent(s). Negotiations will not be open to the public but will be recorded.

Negotiation meetings will be conducted in Tallahassee, Florida, or remotely, telephonically, or electronically. The Department reserves the right to schedule negotiations at a different location in the State. The Department may distribute an agenda in advance of each negotiation session. Representatives for each Respondent should plan to be available, at least by telephone, without interruptions, for the entirety of the Respondent's scheduled negotiation meeting(s).

Negotiations will continue as determined by the negotiation team, until acceptable terms and conditions are agreed upon through a BAFO, if applicable, or it is determined that an acceptable agreement cannot be reached. The Department reserves the right to conclude negotiations at any time with any or all Respondents and reserves the right to proceed to Contract award at any time following the commencement of negotiations.

4.3.2 Respondent Attendance at Negotiations

The Department reserves the right to limit the number of representatives permitted to attend the negotiation sessions.

4.3.3 Revised Replies and Best and Final Offers

During the negotiation phase, the Department may request clarification and revisions to Replies (including BAFOs) and identify information to be submitted to the Department until it is satisfied that it has achieved the best value for the State. Failure to provide information requested by the Department during the negotiation phase may result in termination of negotiations with the Respondent.

It is anticipated that the Department will use language in the Request for BAFO expressing contractual requirements within the procurement documents where the language was

previously permissive. For example, the word 'should' may be replaced by the word 'must' or 'shall' in the final Scope of Work attached to the Request for BAFO.

4.3.4 Other Department Rights During Negotiations

The Department reserves the right at any time during the negotiation process to:

- a) Schedule additional negotiation sessions with any or all Respondents.
- b) Require any or all Respondents to provide additional, revised, or final written replies addressing specific topics, including, but not limited to, modifications to the solicitation specifications, terms or conditions, or business references.
- c) Require any or all Respondents to provide Revised Replies and written BAFOs.
- d) Require any or all Respondents to address alternate services, prices, or conditions.
- e) Pursue a Contract with one or more Respondent(s) for the services encompassed by this solicitation, including any addendums thereto and any request for additional, revised, or final written replies or request for BAFOs.
- f) Pursue the division of contracts between Respondents by type of service or geographic area, or both.
- g) Finalize Contract terms and conditions with any Respondent at any time.
- h) End negotiations with any or all Respondents at any time, regardless of the status of or schedule of negotiations, and to continue with other Respondents, or not continue with any Respondents.
- i) Conclude negotiations at any time and proceed to Contract award.
- j) Re-open negotiations with any responsive Respondent.
- k) Take any additional, administrative steps deemed necessary in determining the final award, including conducting demonstrations, additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- l) Request the assistance of and use subject matter experts for any portion of the procurement or throughout the procurement.
- m) Review and rely on relevant information contained in the Replies.
- n) Request pricing options different from the initial pricing provided in the Respondent's Cost Reply. This information may be used in negotiations.
- o) Request business references and materials related to a reference check. The Department may require, among other items, the following non-exhaustive guidelines:
 - I. References should be directly relevant to the services in the solicitation.
 - II. References will not be accepted from:
 - o Current employees of the Department.
 - o Former employees of the Department within the past three years.
 - o Persons currently or formerly employed by the Respondent's organization.
 - o Board members of the Respondent's organization.
 - o Relatives of Respondent's employees or board members.
 - o Corporations based solely in a foreign country.
 - o Members of the Respondent's organization who have written, completed, and submitted the form on behalf of the reference.
- p) Contact Respondent's Customers or other entities with information relevant to the Respondent's responsibility, experience, and ability.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the Respondent affected, and whether to provide concurrent public notice of such action.

4.3.5 Negotiation Meetings Not Open to Public

In accordance with section 286.0113, F.S., negotiations between the Department and Respondents are exempt from Chapter 286, F.S., and s. 24(b), Art. I of the State Constitution. Also, any portion of a team meeting at which negotiation strategies are discussed are exempt from section 286.011, F.S.

The Department will record all meetings of the negotiation team and all negotiation meetings between the Department and Respondents, as required by law, and such recordings will eventually become public record pursuant to Chapter 286, F.S. During negotiations, Respondents must inform the Department if any portion of the meetings should be considered confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, F.S.; the Florida Constitution; or other authority, so that the Department can make appropriate arrangements for the segregation of the recording. If the Respondent fails to inform the Department that any portion of the negotiation meetings should be considered confidential, proprietary, trade secret, or otherwise not subject to disclosure, the Department is authorized to produce the audio recording in answer to a public records request for these records.

4.4 Phase Three – Final Selection

4.4.1 Award Selection

If a Contract is awarded, the Contract will be awarded to the responsive and responsible Respondent whose BAFO is assessed as providing the best value to the State in accordance with the selection criteria of this ITN.

4.4.2 Selection Criteria

The following award selection criteria will apply for this ITN:

- a) The Respondent's demonstration of its prior relevant experience, including track record, and the overall professional experience of the Respondent at providing the proposed services;
- b) The Respondent's technical ability and approach to meeting the goals of the ITN, as stated in the 'Goals of this ITN' section;
- c) The Respondent's technical ability and approach to providing the services sought in the Scope of Work;
- d) The Respondent's pricing;
- e) Other requirements as identified in the Request for Best and Final Offer.

4.4.3 Department's Negotiation Team Recommendation

The Department's negotiation team will develop a recommendation as to the Contract award(s) that will provide the best value to the State based on the selection criteria listed in the ITN.

5 AWARD

5.1 Rights for Award

The Department reserves the right to:

- Select one or more Respondent(s) for the services encompassed by this solicitation, including any addenda and any request for additional or revised detailed written Replies.
- Select one or more Respondent(s) by type of service, geographic area, or both for award.

- Award a Contract(s) for less than the entire service area.
- Award a Contract(s) by Region to one or more Respondent(s) or no Respondents at all.
- Award a Contract(s) to other responsive Respondents in the event that the Department is unable to execute a Contract with the initially awarded Respondent(s).
- Reject all Replies and determine whether to reissue a competitive solicitation.
- Withdraw or cancel the procurement and make no award.

5.2 Basis of Award

The Department intends to award up to three Contracts for Custodial Services per Region to Respondents who offer the best value to the State. However, the Department reserves the right to award Contracts to multiple Respondents in a Region, to one Respondent per Region, or to make no award, as determined to provide the best value to the State.

The Department reserves the right to accept or reject any and all Replies or separable portions and to waive any minor irregularity, technicality or omission if the Department determines that doing so will serve the best interest of the state based on the selection criteria. An irregularity is not material and therefore, minor, when it does not give the Respondent a substantial advantage over other Respondents and thereby restrict or stifle competition. The Department has the right to use any or all ideas or adaptations of the ideas presented in any Reply. Selection or rejection of a Reply will not affect this right.

5.3 Electronic Posting of Notice of Intended Award

The Department shall electronically post a Notice of Intended Award on VBS for review by interested parties at the time and location specified in the 'Timeline of Events' section.

5.4 Contract Formation

The Department may issue a Notice of Intended Award to successful Respondent(s). However, no contract shall be formed between a Respondent and the Department until both parties sign the Contract. The Department shall not be liable for any work performed before the Contract is effective.

The Department intends to enter a Contract(s) with Respondent(s) pursuant to the 'Basis for Award' section of this solicitation. No additional documents submitted by a Respondent shall be incorporated in the Contract unless it is specifically identified, incorporated by reference, and approved by the Department.

5.5 Post-Award Requirements

5.5.1 Registration with the Florida Department of State

If awarded a Contract, the Respondent shall provide a PDF file of its current and active registration with the Department of State prior to Contract execution. Pursuant to section 607.1501, F.S., out-of-state corporations, as may be required, must obtain a current and active Florida Certificate of Authority. For additional information, please visit the Department of State's website at: www.sunbiz.org.

5.5.2 Florida Substitute Form W-9

All Vendors must register and complete an electronic Florida Substitute Form W-9 prior to execution of a Contract. The Internal Revenue Service (IRS) receives and validates the information Vendors provide on the Florida Substitute Form W-9. For instructions

on how to complete the Florida Substitute Form W-9, please visit the Department of Financial Services' website at: <https://flvendor.myfloridacfo.com/>.

5.5.3 Preferred Pricing Affidavit

It is the responsibility of the awarded Respondent to complete a Preferred Pricing Affidavit (Attachment J, Preferred Pricing Affidavit) prior to execution of a Contract, and to provide an updated Preferred Pricing Affidavit to the Contract Manager on an annual basis.

ITN ATTACHMENTS

Attachment A, Draft Contract
Attachment B, Scope of Work
Attachment C, Cost Reply
Attachment D, Special Contract Conditions
Attachment E, Mandatory Responsive Requirements
Attachment F, Technical Reply Instructions and Evaluation Criteria
Attachment G, Subcontracting Form (if applicable)
Attachment H, Certification of Drug-Free Workplace (if applicable)
Attachment I, Regional Map
Attachment J, Preferred Pricing Affidavit
Attachment K, Customer Specific Scope of Work

Required Documents to be submitted by Vendor prior to ITN opening

Respondent's Completed Attachment C, Cost Reply
Respondent's Completed Attachment E, Mandatory Responsive Requirements
Respondent's Completed Technical Reply to Attachment F, Technical Reply Instructions and Evaluation Criteria
Respondent's Completed Attachment G, Subcontracting Form (if applicable)
Respondent's Completed Attachment H, Certification of Drug-Free Workplace (if applicable)