

**State of Florida
Division of Emergency Management**



**Invitation to Bid #
ITB-DEM-20-21-014
Janitorial Services for the
State Logistics Response Center**

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 must be timely filed with the Division of Emergency Managements' Agency Clerk: 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100.

Procurement Officer: Jenene Helms
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Phone: (850) 815-4609
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1. Introduction

The State of Florida, Division of Emergency Management (hereinafter referred to as the “Division” or “FDEM”) is soliciting bids from qualified vendors to provide janitorial services at the State Logistics Response Center (SLRC) located at 2702 Directors Row, Orlando, FL 32809.

The Division anticipates that the period of performance will begin July 1, 2021 and will be effective for three (3) years, with two (2) one-year renewal options.

2. Heading and Section References

Section headings in this ITB are inserted for convenience only and are not to be construed as a limitation of the scope of the section to which the heading refers.

3. General Instructions to Respondents (PUR 1001)

Pursuant to Rule 60A-1.002 Florida Administrative Code, the State of Florida General Instructions to Respondents (PUR 1001) are hereby referenced and incorporated in their entirety to this ITB. Bidders are instructed to read this document in its entirety. There is no need to return this document to the FDEM. The FDEM instructions to respondents contained within this ITB supersede any conflicting instructions contained in the PUR1001.

https://www.dms.myflorida.com/content/download/2934/11780/PUR_1001_General_Instructions_to_Respondents.pdf

The following paragraphs do not apply to this Invitation to Bid (ITB):

- Paragraph 3, Electronic Submission
- Paragraph 4, Terms and Conditions
- Paragraph 5, Questions

4. Mandatory Requirements

The FDEM has established certain requirements with respect to bids to be submitted by respondents. The use of “shall”, “must” or “will” (except to indicate simple futurity) in this ITB indicates a requirement or conditions from which a material deviation may not be waived by the Division. A deviation is material if, in the Division’s sole discretion, the deficient response is not substantially in accordance with the ITB requirements, provides an advantage to one respondent over other respondents, has potentially significant effect on the quantity or quality of items bid, or on the cost of the Division. Material deviations cannot be waived. The words “should” or “may” in this ITB indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Bid.

5. Procurement Officer

The Procurement Officer, acting on behalf of the FDEM, is the sole point of contact outside of official public meetings, regarding all procurement matters relating to this solicitation, from the date of the release of the solicitation until the FDEM Notice of Intent to Award is posted on the Vendor Bid System (VBS).

All questions or requests for clarification are to be directed to:

Jenene Helms
Florida Division of Emergency Management
Telephone: (850) 815-4609
Email: jenene.helms@em.myflorida.com

6. Schedule of Events

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”), then click on “Doing Business with the State”, under “Everything for Vendors and Customers”, click on “Vendor Bid System (VBS)”, then click on “Search Advertisements” under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting your bid. Times below are realized as standard Tallahassee, FL time.

DATE	TIME	ACTIVITY	LOCATION
04/21/2021	--	FDEM Posts Invitation to Bid Advertisement	Vendor Bid System
04/28/2021	1:00 PM	Optional SLRC Site Visit Contact Jeff Egan at 850-591-4699 to RSVP. MUST HAVE PROOF OF RAPID NEGATIVE COVID-19 TEST RESULT THE DAY OF OR DAY PRIOR TO VISIT.	SLRC 2702 Directors Row Orlando, FL 32809
05/03/2021	3:00 PM	Submission Deadline for Vendor Written Questions to Procurement Officer	Procurement Officer: Jenene Helms jenene.helms@em.myflorida.com
05/06/2021	--	FDEM Posts Electronic Written Answers to Vendor Questions (Anticipated)	Vendor Bid System
05/11/2021	2:30 PM	Vendor Bids Due to FDEM	FDEM 2555 Shumard Oak Blvd. Tallahassee, Florida 32399-2100
05/11/2021	3:00 PM	Public Opening Procurement to open responses and read respondents names aloud only. Conference Call Info: Dial in Number: 1-888-585-9008 Conference Room #527-059-248 (No in-person meeting due to COVID)	Conference Call Info: Dial in Number: 1-888-585-9008 Conference Room #527-059-248 (No in-person meeting due to COVID)
05/18/2021	--	FDEM Posts Intent to Award	Vendor Bid System

FDEM shall utilize the State of Florida, MyFloridaMarketPlace VBS as the single resource for all ITB, Public Notice information in accordance with Rule 28-102.001, F.A.C.

7. Accessibility for Disabled Persons

Any person with a qualified disability shall not be denied equal access and effective communication regarding any ITB documents or attendance at any related meeting or ITB opening. If accommodations are needed because of a disability, please contact the Procurement Officer.

8. Contact Provision

As required by section 287.057(23), Florida Statutes, the Division highlights the following provision:

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 office 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 submission.

9. Special Accommodations

Any person with a qualified disability requiring special accommodations at a pre-bid conference, public meeting, 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).

10. Solicitation Requests

All questions or requests for clarification pertaining to this ITB should be addressed in writing to the Procurement Officer. It will be the responsibility of each Bidder to submit any questions prior to the ITB receipt opening. Questions or requests for clarification concerning the specifications or solicitation procedures as written must be submitted to the FDEM in accordance with the Schedule of Events. The written interpretation of the appropriate representative of the FDEM shall prevail.

11. Questions & Answers

Any questions arising from this invitation to Bid must be forwarded, in writing, to the Procurement Officer identified in Section 5. Questions must be received no later than the time and date reflected on the Schedule of Events. The Division's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at: <http://www.myflorida.com/apps/vbs> no later than the time and date reflected in Section 6, Schedule of Events. To access the Vendor Bid System (click on "BUSINESS", then click on "Doing Business with the State", listed under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements"). It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting their bid.

12. Addenda

The FDEM reserves the right to modify this ITB. All addenda to this ITB will be in writing with content and number of pages described to all Bidders. Any addenda or answers to written questions supplied by the

FDEM to participating Bidders may include an Addenda Acknowledgement Form. This form shall be signed by an authorized representative of the Bidder's organization and submitted to the FDEM.

All addenda will be provided via the VBS at the following website:

http://www.myflorida.com/apps/vbs/vbs_main_menu

It is the sole responsibility of the Bidder to monitor the VBS for any addenda issued in reference to this ITB.

13. Protest of Invitation to Bid Specifications

Any person who is adversely affected by the contents of this Invitation to Bid must file a protest with: Florida Division of Emergency Management, Agency Clerk, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post 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.

14. Discussions

No negotiations, decisions or actions shall be initiated or executed by the Bidder as a result of any discussions with any State employee prior to the opening of the sealed Bid(s). Prior to the opening of the sealed Bid(s), Bidders are NOT to divulge bid prices to any state employee or representative of the State. Further, Bids submitted to the FDEM will remain unopened until the time for opening Bids as indicated on the Schedule of Events. During this period, any discussion by the Bidder with any state employee or representative of the State involving price information will result in rejection of said Bidder's response. Only those communications which are in writing or electronically submitted from the Procurement Officer may be considered as a duly authorized expression on behalf of the FDEM. Also, only communications from Bidders, which are in writing and signed or electronically submitted, will be recognized by the FDEM as duly authorized expressions on behalf of the Bidder.

15. Bid Opening

The sealed bids will be opened by the Division's Procurement Office personnel at the date, time and location listed in the Schedule of Events. Anyone who wants to attend, may do so via conference call. At this time, the Division is not open to the public. The Division chooses not to announce vendor pricing at this bid opening. FDEM will only announce the list of vendors who submitted a bid.

16. MyFloridaMarketPlace

Since July 1, 2003, State Agencies have been using the State of Florida's web-based electronic procurement system, MyFloridaMarketPlace. Bidders must be actively registered in the State of Florida's MyFloridaMarketPlace system by the date and time of the bid opening or they will be considered non-responsive. All prospective bidders 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.

Vendors should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Code(s) pertaining to this Procurement:

- 76111500 General Building and Office Cleaning and Maintenance Service

17. 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://flvendor.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.

18. Florida Accountability Contract Tracking System (FACTS)

In 2011, the Florida Legislature amended section 215.985, Florida Statutes, relating to the Transparency Florida Act. The statutory amendment requires the DFS to: provide public access to a state contract tracking system; identify the information that must be made available on the system; and, require Florida state governmental entities to update data in the system. On March 1, 2012, DFS implemented a centralized web-based contract reporting system to increase transparency and accountability in government contracting in Florida. The system, known as Florida Accountability Contract Tracking System or FACTS, displays grant and contract procurement information, expenditure data, audit information, and contract document images. The link to the DFS FACTS public website is: <https://facts.fldfs.com>. Any contract resulting from this solicitation will be included in the FACTS system.

19. Authorized to Do Business in the State of Florida

In accordance with sections 607.1501, 605.0902, and 620.1902, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign partnerships must be authorized to do business in the State of Florida. "Foreign Corporation" means a corporation for profit incorporated under laws other than the laws of this state. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to execution of the contract. For authorization, contact: Florida Department of State, Division of Corporations, Tallahassee, Florida 32399, (850) 245-6051. Online-filing is available at: <http://www.sunbiz.org>.

20. Diversity Achievement

The Division encourages small, minority, women, and service-disabled veteran businesses to compete for Division contracts, both as "Vendor" and as subcontractors. The Division, 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 Division 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 Bid Sheet. The contract vendor will be asked to submit payment certification for MBE subcontractors used.

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

21. Bid Price Sheet

The Bidder must submit pricing on Attachment B, Bid Price Sheet / Acknowledgment Form. Vendor generated price sheets will not be accepted. Prices shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation.

No remuneration is available to the Bidder beyond the Bid price for all specifications and considerations in response to this ITB, as outlined herein. Bidders will be strictly held to the prices of their Bid. The contents of this ITB and vendor Bid submission will become contractual obligations if a Contract is issued.

22. Vendor Generated Terms and Conditions

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

The Contract issued by the FDEM as a result of this ITB shall incorporate all terms and conditions identified herein. No oral agreements or representations shall be valid or binding upon FDEM or the Bidder unless expressly contained herein or by a written addendum to this ITB.

23. Redacted Bid Submission

The following subsection supplements section 19 of the PUR 1001. If a Vendor considers any portion of the documents, data or records submitted in its Bid submission to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, a Vendor must mark the document as "Confidential" and simultaneously provide the Division with a separate redacted copy of its Bid submission and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Division's solicitation name, number and the Vendor's name on the cover and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Vendor claims are confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority.

In the event of a request for public records pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, to which documents that are marked as confidential are responsive, the Division will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Division will notify the Vendor that such an assertion has been made. It is the Vendor's responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Division becomes subject to a demand for discovery or disclosure of the Confidential Information of the Vendor in a legal proceeding, the Division shall give the Vendor prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Vendor shall be responsible for defending its determination that the redacted portions of its Bid submission are confidential, proprietary, trade secret or otherwise not subject to disclosure.

By submitting a Bid submission, the Vendor agrees to protect, defend and indemnify the Division for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Bid submission are confidential, proprietary, trade secret or otherwise not subject to disclosure.

IF A VENDOR FAILS TO SUBMIT A REDACTED COPY WITH ITS BID AS DESCRIBED HEREIN, FDEM IS AUTHORIZED TO PRODUCE THE ENTIRE DOCUMENT(S), DATA OR RECORDS SUBMITTED BY THE VENDOR.

24. Copyrighted Material

Copyrighted material will be accepted as part of a bid only if accompanied by a waiver that will allow the Division to make paper and electronic copies necessary for the use of Division 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. Cost of Preparing a Vendor Bid

FDEM is not liable for any costs incurred by a Vendor in responding to the ITB, including but not limited to: site visits, presentations, conferences, copying, printing, travel, packaging, freight, etc. All costs associated with a Bid response for this ITB will be the responsibility of the responding Vendor.

26. Firm Response

A Bidder's response to this ITB shall be considered as the Bidder's formal offer. The issuance of a Contract for the procurement of the commodity and/or service as specified in Attachment A, Scope of Work shall constitute the FDEM's written acceptance of the successful Bid and the Contract will be forwarded to the successful Bidder.

FDEM may make an award within sixty (60) days after the date of the Bid opening, during which period Bidder responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the Bid shall remain firm until either FDEM issues a Purchase Order, or FDEM receives from the Bidder written notice that the Bid is withdrawn. Any response that expresses a shorter duration may, in FDEM's sole discretion, be accepted or rejected.

27. Withdrawal of Bid

Vendor Bids submitted on or before the Bid due date may be withdrawn, amended or replaced with another Bid up until the Bid due date and time. Vendor Bids withdrawn prior to the Bid due date and time will be returned, unopened to the Bidder at the Bidder's expense.

28. Legal Requirements

Applicable provisions of all Federal, State, County and local laws and administrative procedures, regulations, or rules shall govern the development, submittal, and evaluation of all Bids received in response hereto and shall govern any and all claims and disputes which may arise between Bidder's submitting a bid hereto and the FDEM. Lack of knowledge of the law or applicable administrative procedures, regulations or rules by any Bidder shall not constitute a cognizable defense against their effect.

29. Less than Two (2) Responsive Bids

In the event that FDEM receives less than two (2) Responsive Bids, FDEM may negotiate the best terms and conditions.

30. Clarification

Before award, the Division reserves the right to seek clarifications and to request any information deemed necessary for proper evaluation of bids from all bidders deemed eligible for Contract award. Failure to provide requested information may result in rejection of the bid.

31. Responsible Bidder

In order to qualify as a responsible vendor as that term is defined by section 287.012(25), Florida Statutes, a bidder must demonstrate the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

32. Administrative Review

Each Vendor shall submit a Bid that meets all material requirements of this ITB. Material requirements are those without which adequate analysis and comparison of Bids is impossible, or those that affect the competitiveness of the Bid. FDEM seeks to maximize competition and reserves the right to seek clarification or conduct a cure process from responding Vendors to obtain non-material information to complete a responsiveness review. Bids which do not meet all material requirements of this solicitation will not be considered unless, at FDEM's discretion, the discrepancy does not prevent review of the Bid by FDEM and can be easily and quickly remedied. Failure of a Vendor to provide an original/completed form or certification in the Bid submission or timeframe as provided by the FDEM will cause a Vendor to be deemed Non-Responsive and therefore disqualified from further consideration.

A. Required Documents

The following requirements must be met by the responding Vendor for the Bid to be considered responsive to this solicitation; however, this is not an exhaustive list of **mandatory** requirements.

- Attachment B – Bid Price Sheet / Vendor Acknowledgement
- Attachment D – Scrutinized Companies List Certification
- Any applicable Bid Addenda Acknowledgement form(s)

B. Bids which do not meet all mandatory requirements of this solicitation, including the submission of all required information, will be rejected as non-responsive. A non-responsive Bid may include, but is not limited to, those which:

- Fail to utilize, complete, and/or submit the mandatory prescribed forms
- Fail to meet all mandatory requirements
- Include terms and conditions contrary to the requirements of this Bid
- Do not contain original authorized signatures
- Are not in conformance with the requirements and instructions contained herein

IF FDEM DETERMINES IN ITS SOLE DISCRETION THAT THE CONDITIONS OF THE BID DOCUMENTS ARE NOT COMPLIED WITH, OR THAT THE PRODUCT PROPOSED TO BE

FURNISHED DOES NOT MEET THE SPECIFIED REQUIREMENTS, THE BID MAY BE REJECTED AS NON-RESPONSIVE.

33. Price Evaluation

The FDEM will take the following steps upon opening Bids:

- A. Confirm the Bid includes a Fixed Price
- B. Confirm the Bid is submitted using the Attachment B, Bid Price Sheet / Acknowledgment Form
- C. Confirm the prices are clear and unambiguous
- D. Check the arithmetic of the Bid price and conduct a Clarification Request for any computational or transfer errors noted
- E. When evaluating Bid responses to solicitations where there is identical pricing or a pricing preference, the FDEM shall determine the order of award in accordance with sections 287.057 (11), 287.082, 287.084, 287.087 and 287.92, Florida Statutes.

- **Certified Minority Business Enterprises**

Pursuant to section 287.057(11) Florida Statutes, if two (2) equal Bids are received and one Bid is from a Certified Minority Business Enterprise as defined in section 288.703, Florida Statutes, the FDEM must contract with the Certified Minority Business Enterprise. Bidders must provide a copy of this certification in their Bid Response. Vendors may contact the DMS, Office of Supplier Diversity to obtain information, or visit the Florida Certified Business Enterprises webpage:

https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd

- **Certification of Drug Free-Workplace (Attachment E)**

To be considered for the drug-free workplace program preference, Bidders must provide certification that it has implemented a drug-free workplace program in accordance with section 287.087 Florida Statutes. Submission of Attachment C is not required as a matter of bid responsiveness, but is a precondition of eligibility for this preference.

34. Scrutinized Companies List (Attachment D)

Pursuant to section 287.135 Florida Statutes, at the time a Bidder submits a Response or before entering into a contract where the value exceeds \$1 million, the Bidder or Contractor must certify that the company is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria.

Before entering into a contract of any value, the Bidder or Contractor must certify that the company is not participating in a boycott of Israel and is not on the Scrutinized Companies that Boycott Israel List.

Bidders must include the completed Attachment D to evidence this certification with their Bid submission.

35. Basis of Award

Award will be made to the responsive and responsible Bidder who after completion of the Bid evaluation submits the lowest responsive grand total for all specifications and considerations in response to this ITB. An award from this Bid does not constitute an official Contract, agreement or commitment on behalf of the Division.

36. Posting of Tabulations

The FDEM Notice of Intent to Award will be posted electronically as an Agency Decision on the VBS. The Agency Decision may be viewed and will remain in active posting status for a period of 72 hours. At the end of this active period, this tabulation will continue to be available for public view as an archive file.

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.

37. Reserved Rights

FDEM reserves the right to:

- Amend this ITB
- Waive minor irregularities submitted in Bids
- Conduct a clarification or cure process of submissions not directly related to the Attachment A, Scope of Work
- Accept or Reject any or all Bids received in whole or in part
- Re-solicit for new Bids
- Abandon the need for such commodities and/or services
- Request additional information to assess a Vendor's capabilities
- Award to the next eligible Bidder if at any time the Awarded Vendor is unable to meet all mandatory specifications or requirements as specified herein

38. General Contract Conditions (PUR 1000)

Pursuant to Rule 60A-1.002 Florida Administrative Code, the State of Florida General Contract Conditions (PUR1000) are hereby referenced and incorporated in their entirety into this ITB. Bidders are instructed to read this document in its entirety. There is no need to return this document to the FDEM. The FDEM terms supersedes any conflicting terms or instructions contained in the PUR1000.

https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf

The following sections of the PUR1000 are not applicable:

- Section 24. Force Majeure, Notice of Delay, and No Damages for Delay

39. Cooperation with the Inspector General

Pursuant to section 20.055(5) Florida Statutes, the Contractor (Vendor) and any subcontractors understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

40. Federal Excluded Parties List

A respondent or subcontractor, that at the time of Bidding or submitting a proposal for a new contract or renewal of an existing contract is on the Federal Excluded Parties List, is ineligible for, and may not submit a Proposal for, or enter into or renew a contract with an agency for goods or services, if any federal funds are being utilized.

41. Unauthorized Aliens

The employment of unauthorized aliens by any Vendor is considered 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 the Bid award and/ or subsequent Contract.

42. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other Agencies or eligible users may be permitted to make purchases at the term and conditions contained herein. Non-FDEM purchases are independent of the agreement between FDEM and the Vendor, and FDEM shall not be party to any transaction between the Vendor and any other purchaser. As provided in Rule 60A-1045(5) Florida Administrative Code, other Florida State Agencies must obtain approval from 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.

43. Public Records

If this Agreement involves a contract for services, and if the Contractor is acting on behalf of the Division, then the Contractor 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 Contractor in conjunction with this Agreement. In accordance with section 119.0701(2), Florida Statutes, the contractor must:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon

completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

As required by section 119.0701(2)(a), Florida Statutes, the Division includes the following statement in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: FLORIDA DIVISION OF EMERGENCY MANAGEMENT, PUBLIC RECORDS OFFICER, (850) 815-4156, 2555 SHUMARD OAK BLVD., TALLAHASSEE, FL 32399.

Pursuant to section 287.058(1)(c), Florida Statutes, the Division may unilaterally cancel a contract if the vendor refuses to allow public access to all non-exempt documents, papers, letters, or other material made or received by the contractor in conjunction with the contract.

44. Invoicing and Payment

Upon delivery or completion of services to the FDEM, the Vendor will submit an itemized invoice for payment. Invoices must, at a minimum, include the following information:

- A. Vendor Name and remit to address
- B. Vendor billing contact phone number and/or email address
- C. Vendor Tax Identification number
- D. Purchase Order / Contract number
- E. Billing Date
- F. Deliverable with description
- G. Payment amounts due

The State of Florida cannot make deposits or pay for goods and/or services in advance unless approved under rules issued by the Comptroller of Florida. Therefore, payments by the FDEM covering goods and/or services will be due and payable within forty (40) days after the receipt of a proper invoice and actual receipt of goods and/or services per section 215.422(b) Florida Statutes. The FDEM is not authorized to pay the Vendor any deposit for services to be rendered or equipment to be purchased in the future.

Vendor invoices shall be submitted to:

The Division has implemented a new invoice processing system to improve efficiency and will no longer be accepting invoices electronically via email to Invoice@em.myflorida.com or by mail. In order to expedite processing your invoice(s), please register and utilize our web-based application at the following link: <https://www.fdempportal.com/vendors>. If you are already registered, please use this link to submit your invoices.

The FDEM is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased. The awarded Vendor will be provided a copy of the FDEM Consumer's Certificate of Exemption prior to or upon issuance of the Purchase Order.

45. Federal Funding Terms and Conditions

Federal Funding Terms and Conditions: 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (January 1, 2017) are incorporated by reference into the purchase order. If this contract contains the use of Federal Funding, these provisions apply, and the Contractor must impose the same terms and conditions on all sub-contracts.

<https://www.govinfo.gov/app/details/CFR-2017-title2-vol1/CFR-2017-title2-vol1-part200-appII>

46. Bid Packaging and Submission Requirements

Bids must be submitted in a sealed envelope/container. Bids must be submitted by U.S. Mail, United Parcel Service (UPS), Federal Express (FedEx), private courier, or hand delivery. Electronic submission or facsimile transmission of a Bid is **NOT** authorized and will **NOT** be accepted.

BIDDERS SHOULD INCLUDE THE FOLLOWING LABEL ON THE OUTSIDE OF ALL SEALED PACKAGES:

RESPONDING BIDDER NAME

SOLICITATION NUMBER: ITB-DEM-20-21-014

TITLE: Janitorial Services for SLRC

BID OPENING: May 11, 2021 at 3:00 PM

The FDEM mailing / physical address is:

The Florida Division of Emergency Management

c/o Jenene Helms

2555 Shumard Oak Blvd.

Tallahassee, Florida 32399-2100

BIDS RECEIVED AFTER THE EXACT TIME/DATE SPECIFIED IN SECTION 6 WILL NOT BE CONSIDERED.

FAILURE TO INCLUDE ANY INFORMATION OR DOCUMENTATION REQUESTED WITHIN THIS ITB AT THE TIME OF SUBMISSION, OR AT THE TIME PRESCRIBED BY THE FDEM, WILL LEAD TO REJECTION OF THE BID FOR NON-RESPONSIVENESS. IF BIDDERS ARE UNSURE OF THE REQUIRED INFORMATION OR DOCUMENTATION, CONTACT THE PROCUREMENT OFFICER. DO NOT MAKE ASSUMPTIONS.

47. Attachments

Attachment A – Scope of Work

Attachment B – Bid Price Sheet / Acknowledgement Form

Attachment C – Floor Plans

Attachment D – Scrutinized Companies List Certification

Attachment E – Certification of Drug-Free Workplace

Attachment F – Addendum Acknowledgement Form

Attachment G – Purchase Order Terms and Conditions

Attachment A
Scope of Work
ITB-DEM-20-21-014 Janitorial Services for SLRC

The FDEM operates the SLRC in Orlando, which consist of approximately 20,000 SQFT of office space.

The Division requests a multi-year quote for janitorial services for the SLRC located at 2702 Director Row, Orlando, FL 32809.

The Contract Manager for the Division will be:

Jeff Egan, Facilities Manager
Response Bureau – Logistics Section
Florida Division of Emergency Management
850-815-4287
Jeff.egan@em.myflorida.com

The SLRC was first opened in July 2007, since then we have had anywhere from 2 to 45 personnel working in the office spaces, at this time there are approximately 35 personnel working there on a full time basis. This facility is a primary site for use during disaster response and recover, and as such there could be as many as 200 personnel working there.

Scope of Work

The tasks and standards below are an outline of general expectations of cleanliness, but are not meant to replace or supersede the latest industry standards or materials and equipment manufacturers' recommendations. The level of services as outlined in the tasks below shall be maintained consistently. During the contract period, the Contract Manager will conduct monthly inspections of the facilities under this Contract. The inspections are based on standards for commercial facilities within the maintenance industry.

Each of the Contractor's Employee's shall be equipped with the necessary equipment to carry out the proper performance of the cleaning as specified. This equipment shall be available and in possession of the Contractor's Employee's at all times while carrying out their duties.

Tasks

The following are primary areas that we have determined need to be cleaned, along with the minimum standard or expectation and duration for each task:

Blinds: Blinds shall be cleaned with a vacuum cleaner using tools designed for cleaning blinds.

Standard: Blinds shall be free of dust and give an overall clean appearance. *2 times a year.*

Surfaces: Cleaning requires the removal of surface spots, fingerprints, smudges, etc.

Standard: Surfaces will present a clean appearance free of all soil, marks, smudges, streaks. *3 times per week.*

Disinfecting: Disinfecting is the application of a germicidal solution while mopping and to surfaces to kill or neutralize 99.9% of the material containing or supporting the growth of bacterial/viral organisms. Surfaces should remain “wet” for a minimum of 10 minutes or per manufacturer’s recommendation.

Standard: Surfaces shall be as free of material containing living bacteria, viruses, or other contaminations that are capable of causing infections. 3 times per week.

Dispenser Cleaning and Service: Checking/refilling of all towel, toilet tissue, seat covers, soap, or any other dispensers which may be identified by the Contract Administrator.

Standard: Dispensers will be disinfected, present a clean uniform shining appearance free of all soil, marks, smudges, streaks and will have an adequate supply of the applicable dispensed products. *3 time per week, or as requested due to additional personnel in building.*

Dusting: Normal or low dusting includes all levels up to six (6) feet in height. All high dusting will be above six (6) feet high.

Standard: Items shall be free of any laden airborne materials, streaks, smudges, and cobwebs. Laden airborne matter shall be removed by either mechanical, chemical, or manual means. Devices, which merely displace or redistribute the matter, such as feather dusters, will not be used, unless treated to attract and hold the matter. All items moved to accomplish this task shall be returned to their original position. *1 time per month.*

Entrance Mats: Carpet mats shall be vacuumed with a commercial vacuum before spot cleaning. Entrance mats made of rubber or polyester shall be swept, shaken, vacuumed or washed. Entrance mats shall be lifted, moved to remove soil and moisture underneath, and replaced.

Standard: There shall be no dirt left on surfaces. *1 time per quarter.*

Fixtures: Cleaning of restroom & kitchen fixtures and fountains require the removal of dust, dirt, debris, spots, stains, and smears from sinks, slop sinks, toilets, urinals, and fountains with a germicidal solution.

Standard: Fixtures will be disinfected and there shall be no dust, dirt, spots or debris on the fixtures. *3 times per week.*

Furniture: Cleaning of furniture and tables requires dusting and/or damp wiping.

Standard: Surfaces are to be free of dirt, dust, debris, marks, and film. *1 time per quarter.*

Facility Windows: Glass and window cleaning, inside and outside, requires the removal of dirt, soil, smudges, fingerprints, and other foreign material from glass window, doors, partitions, or any other items, which may consist in whole or part of a glass, or similar material including mirrors. **This task would include office windows in front lobby of building.**

Standard: Glass surfaces shall be free of all dirt, soil, smudges, streaks, smears, film, or any other foreign substances. All excess spray/solution must be removed from any surrounding trim or surfaces and glass/window surfaces shall have a uniformly bright appearance. Any items moved to accomplish this task must be returned to their original positions. *1 time per quarter.*

Policing: Policing is picking up paper, trash, empty bottles, containers, and other discarded materials; spillages, accidents, plumbing failures, and inclement weather.

Standard: Area(s) being policed shall be free of debris. Area(s) shall present an overall clean appearance. *Continuously while on premises.*

Polishing: Polishing requires the use of a high-speed floor machine, and a clean pad designed for polishing or buffing.

Standard: The floor should have a “non-yellowed” high-gloss appearance. *Quarterly.*

Floor Stripping / Shampooing: Strip, re-wax, and buff all floor surfaces that are not carpeted. Shampoo all carpeted areas.

Standard: The non-carpeted floors should have a high-gloss appearance. The carpeted areas should be free from stains. *Annually.*

Refrigerators: Requires cleaning outside surfaces, especially the handles with a germicidal detergent solution.

Standard: Outside surfaces shall present an overall clean appearance. *3 times per week.*

Trash Receptacles and Cleaning: Cleaning and disinfecting trash receptacles is defined as wiping or washing containers with a germicidal solution and replacing plastic liners.

Standard: Receptacles shall be considered properly cleaned when both the inside and outside are clean, free of stains, dried refuse and odors, and a plastic liner replaced, if necessary. *2 times per year.*

Restrooms: Cleaning of restrooms requires the removal of trash, cleaning of floors, fixtures, urinals, toilets, receptacles, faucets, handles, dispensers, walls, partition stalls, and doors with a germicidal solution. All glass, chrome, and stainless steel surfaces shall be cleaned and buffed to a shine.

Standard: Restrooms shall be considered properly cleaned when floors are mopped and fixtures, urinals, toilets, waste receptacles, wash basins, faucets, handles, dispensers, partition stalls, and doors are cleaned with a germicidal solution. All glass, chrome, and stainless steel surfaces shall be cleaned and buffed to a shine, waste receptacles emptied, and dispensers refilled. *3 times per week.*

Scrubbing: Machine scrubbing requires the use of mechanized scrubbing/vacuum machines to be more aggressive than wet mopping; this may include large areas such as halls, lobbies, garages, ramps, or similar large areas which would otherwise require extensive labor to complete in a reasonable time period.

Standard: Machine scrubbing shall be held to the same quality standard as wet mopping and shall remove all scuff marks. *Annually, additional services if needed.*

Shower Stalls: Cleaning of shower stalls is defined as the removal of soap scum, mold, stains, and odors from surfaces (including grout) and cleaning the entire enclosure with a germicidal solution or steam cleaning.

Standard: Walls, ceiling, enclosures, grout, and fixtures are cleaned with a germicidal solution and chrome is buffed to shine. There shall be no mold and/or odor remaining. *1 time per month.*

Spot Cleaning: Spot cleaning requires the removal of dirt, soil, debris, liquids, stains, or other foreign materials from carpeted areas which can be accomplished by cleaning only the immediately affected area where cleaning the whole area would not be necessary. Spot cleaning may be accomplished by any of the methods contained herein and as dictated by the circumstances of the soiling. Carpet spots shall be removed immediately with an approved carpet cleaning solution in such a manner, which will not leave rings or discoloration.

Standard: Spot cleaning shall remove completely any evidence of the soiling which necessitated the cleaning, and return the finish of the area affected to its pre-soiled condition without evidence of occurrence or cleaning. *As needed or requested.*

Sweeping or Dust Mopping: Sweeping/dust mopping requires the removal of loose dirt, dust, debris, and other foreign material through either manual or mechanized methods, as appropriate for the location and situation.

Standard: A swept area shall be free of all loose dirt, grit, lint, dust, debris, or other foreign material with no build up in corners, crevices, under or around furniture parts. All items moved to remove dirt shall be returned to their original location. *1 time per week.*

Trash/Waste Removal: Trash/waste removal requires the collection of all materials, which have been placed into appropriate containers, and taken to a specified site for disposal.

Standard: All trash/waste and soiled liners shall be removed from all trash/waste containers, and a new trash/waste liner shall be fitted into all such containers. *3 times per week and additionally if requested.*

Vacuuuming: Vacuuming requires the mechanical removal of loose dust, dirt, soil, debris, and other foreign material from carpeted floors, hallway, stairwells and other items (e.g. couches, chairs, walls, curtains/drapes), which require this method of cleaning.

Standard: There shall be no evidence of any dust or dirt or any other loose foreign material. *3 times per week and additionally if requested.*

Wet Mopping: Wet mopping requires the removal of built up dirt, soil, liquids, or other foreign materials from a floor using clean cotton or similar yarn type string mops (24 oz.) and mechanically wrung out so as to have sufficient neutral detergent and water solution or disinfecting detergent and water solution. This shall include rinsing if required or as recommended by the detergent manufacturer.

Standard: A wet mopped floor shall be free of all dirt, debris, soil, liquids, or other foreign material. It will present a uniform appearance free of streaks, smudges, heel marks, or any other marks, which can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures shall be removed before completion of the wet mopping task. All

items moved to accomplish this task shall be returned to their original positions. *1 time per week and additionally if needed. However, all restrooms will be mopped 3 times per week.*

Additional Terms:

The Contractor will furnish all labor, equipment, cleaning supplies, supervision, transportation, and payment for custodial services. Additional services to perform interior and exterior window washing and carpet cleaning services may be requested. Contractor shall use environmentally-friendly products, whenever possible.

The Contractor shall provide paper products, toilet paper, paper towels, garbage can liners, toilet seat covers, compostable liners, Simple Green or equivalent cleaning products: restroom cleaner, neutral floor cleaner, glass cleaner, degreaser.

The Contractor shall, if applicable, establish a work schedule as set forth in the contract, maintenance agreement, or requisition. In no case shall work be performed before or after the schedule times without approval by the Contract Administrator or designee. In addition, the Contractor will provide a periodical cleaning form showing the completion of work for that time period.

The Contractor and his/her employee may not use State or General Public property, including telephones, Fax, or copy machines, ladders, lifts, maintenance equipment, or the like, for personal use unless given permission by an authorized State representative.

Smoking shall not be permitted in any State building except, in a designated area outside of the building.

The Contractor will provide a list of employees to the SLRC Manager, and individuals will undergo a **LEVEL 2 FDLE** background check at the expense of the Contractor. The Contractor will verify with the Division that all background checks have been completed, are maintained on file by the Contractor, and do not reflect any negative findings (arrests resulting in conviction, outstanding warrants, registered child molestation, etc.) that would preclude employment or pose a potential security risk to the State and our facility without the Contractor violating Title VII of the Civil Rights Act of 1964, as amended (Title VII) before the commencement of their duties.

Each employee shall carry identification card issued by their Company to be worn in a visible location on their person at all times while performing services on the State premises. No temporary employee will be allowed to work on State premises without prior authorization. The Contractor shall not allow children, pets, and non-employees on the premises

Frequency of Cleaning:

Due to the amount of personnel occupying the building day to day, the facility will need to be serviced 3 days a week between 7:30 AM and 3:00 PM; Tuesday, Wednesday, and Friday or per the duration listed under each task.

The Division may require additional service for activations, special functions, and/or events. Activations days would require 1 person per 8 or 12 hours shift, for 24-hour coverage to be requested upon notification of activation. In this instance, a separate Purchase Order will be issued to the vendor for the increased service, which would require separate invoices.

Areas of Coverage:

Main lobby, exterior lobby, all first and second floor office and common areas; mezzanine office and common areas; break rooms on first and second floor, four (4) restrooms in office area, two (2) restrooms in warehouse area, and outside grounds.

Please see the attached floor plans and office map.

Period of Performance:

The Division anticipates that the period of performance will begin July 1, 2021, and will be effective for three (3) years, with two (2) one-year renewal options.

Deliverable:

Upon successful completion of the Tasks and acceptance by the Division, the Contractor shall submit monthly invoices for payment.

Financial Consequences for Non-Performance:

If the Contractor fails to complete the tasks as outlined in the scope of work above, the Division shall impose a daily penalty equal to 1% of the amount that the Contractor bills the Division for that month until the specific task is complete.

Attachment B
Bid Price Sheet / Acknowledgement Form
ITB-DEM-20-21-014 Janitorial Services for SLRC

Your bid must include:

- Transmittal letter,
- Company information to include: list of similar contracts for the last two years, copy of current license, proof of liability insurance and worker's compensation,
- Signed Attachment B, Bid Price Sheet / Acknowledgement Form,
- Attachment D, Scrutinized Companies List Certification

Pricing below shall be all-inclusive to include labor, transportation, administration, equipment, supplies and all other costs associated with the project.

Initial 3 Years Pricing: July 1, 2021 – June 30, 2024 \$_____ month x 36 months \$_____

Renewal Year #1: July 1, 2024 – June 30, 2025 \$_____ month x 12 months \$_____

Renewal year #2: July 1, 2025 – June 30, 2026 \$_____ month x 12 months \$_____

Five years total contract price \$_____

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

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

Vendor: _____ FEID # _____

Address: _____

Telephone Number: _____ Email Address: _____

Authorized Signature: _____ Date: _____

Printed / Typed: _____ Title: _____

SECOND FLOOR PLAN

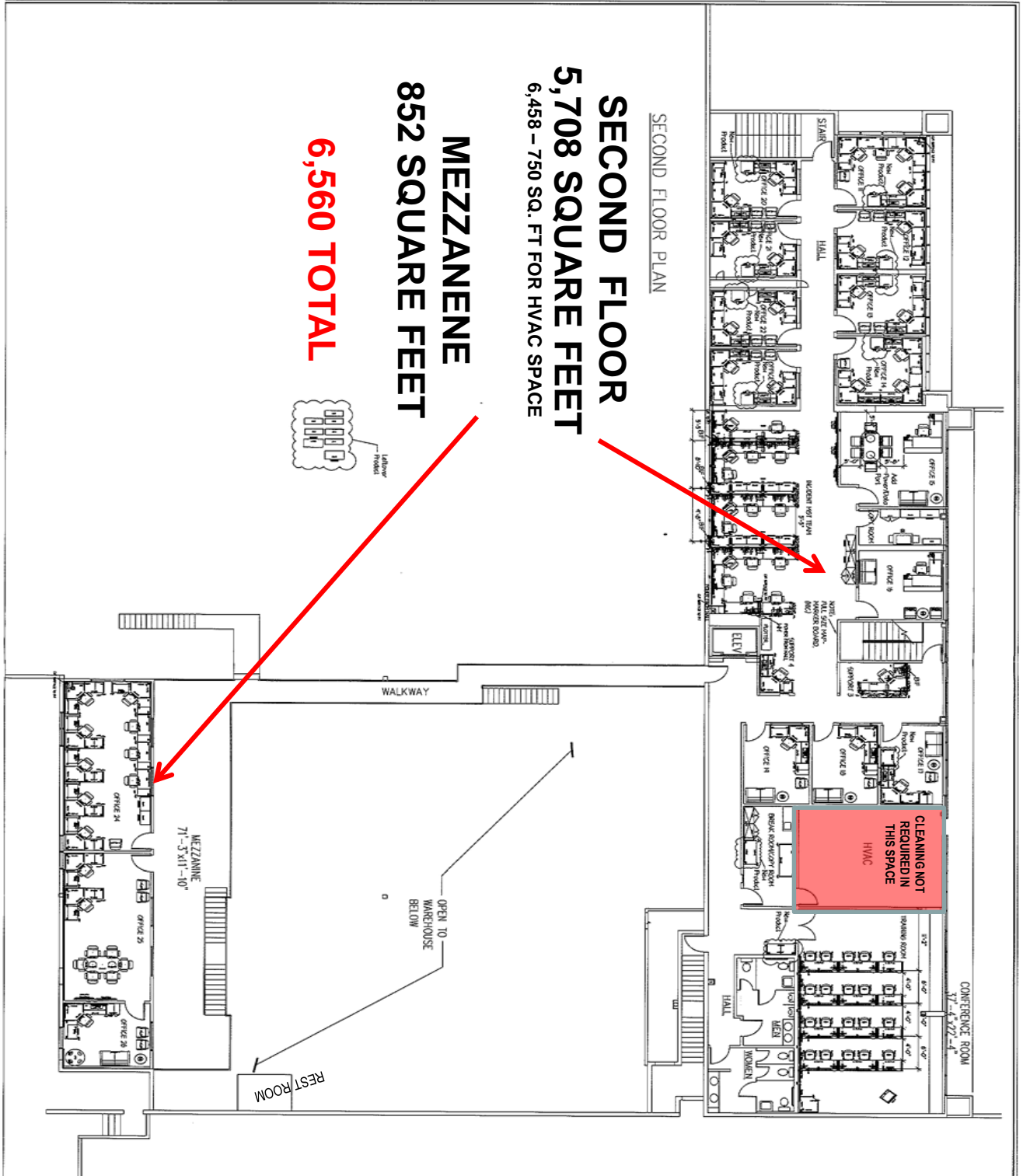
SECOND FLOOR

5,708 SQUARE FEET

6,458 - 750 SQ. FT FOR HVAC SPACE

MEZZANENE 852 SQUARE FEET

6,560 TOTAL

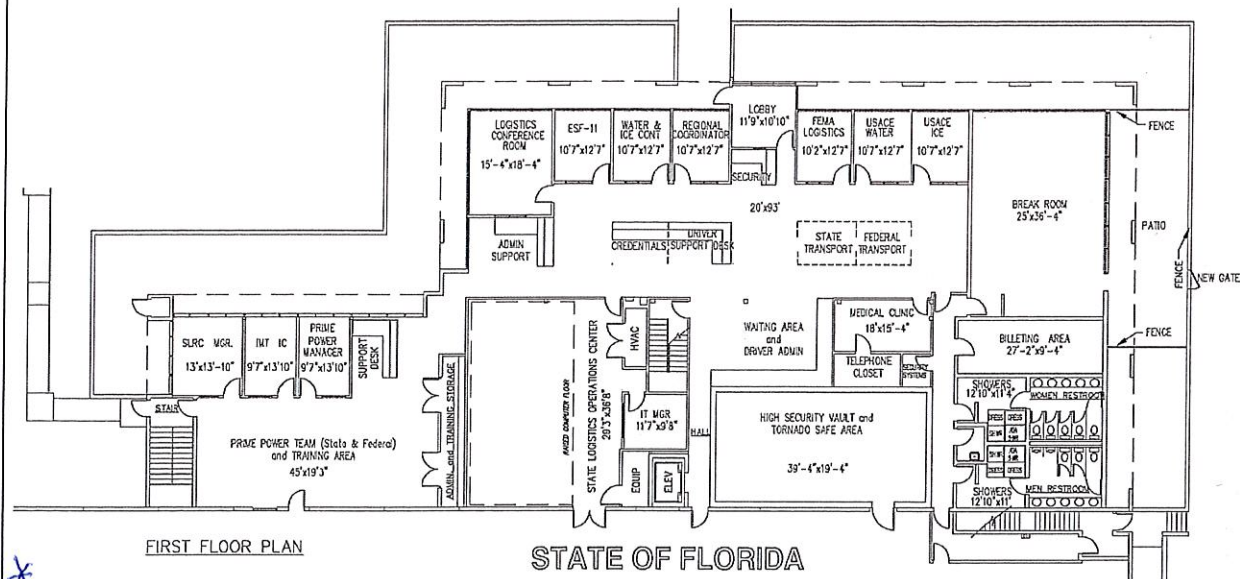


STATE OF FLORIDA – DIVISION OF EMERGENCY MANAGEMENT

STATE LOGISTICS RESPONSE CENTER
SECOND FLOOR OFFICE PLAN

JANITORIAL SERVICES





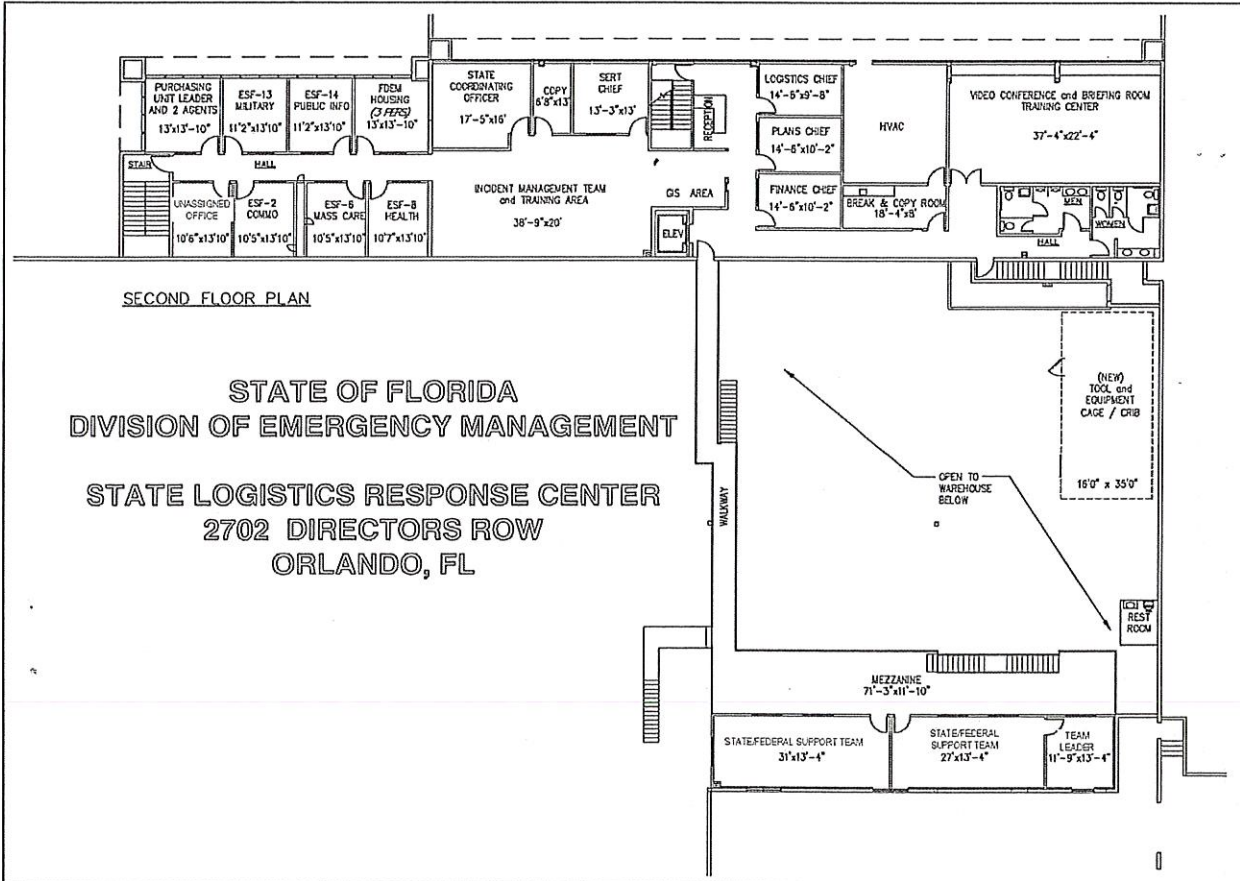
FIRST FLOOR PLAN

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

STATE LOGISTICS RESPONSE CENTER
2702 DIRECTORS ROW
ORLANDO, FL

*
Single Bathroom

* Single Bathroom



SECOND FLOOR PLAN

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
STATE LOGISTICS RESPONSE CENTER
2702 DIRECTORS ROW
ORLANDO, FL

Attachment D
Scrutinized Companies List Certification
ITB-DEM-20-21-014 Janitorial Services for SLRC

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name: _____

Vendor's Authorized Representative Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Pursuant to section 287.135 Florida Statutes, at the time a Vendor submits a Bid or before entering into a contract of any dollar amount, the Vendor or Contractor must certify that the company is not participating in a boycott of Israel, and that the company is not on the Scrutinized Companies that Boycott Israel List. For a contract where the value exceeds \$1 million, the Vendor or Contractor must certify that it 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, or that it does not have business operations in Cuba or Syria.

As the person authorized to sign on behalf of Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" is not participating in a boycott of Israel, and is not on the Scrutinized Companies that Boycott Israel List. If the contract value will exceed \$1 million, I hereby further certify that the company identified above in the section entitled "Vendor Name" is not listed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. I understand that pursuant to section 287.135 Florida Statutes, the submission of a false certification may subject company to termination of the contract, civil penalties, attorney's fees, and/or costs.

Certified By: _____

(Authorized Signature)

Print Name and Title: _____

Date: _____

Attachment E
Certification of Drug-Free Workplace
ITB-DEM-20-21-014 Janitorial Services for SLRC

IDENTICAL TIE BIDS - Preference will be given to businesses with drug-free workplace programs. Whenever two or more bid submissions which are equal with respect to price, quality, and services are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid submission received from a business that certifies that it has implemented a drug-free workplace program will be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must:

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

Vendor's Signature: _____

Name: _____

Title: _____

Date: _____

Attachment F
Addendum Acknowledgment Form
ITB-DEM-20-21-014 Janitorial Services for SLRC

This acknowledgment form serves to confirm that the Respondent has reviewed and accepted all Addendum(s) to the solicitation posted on the VBS.

Please list all Addendum(s) below.

Name of Respondent's Organization

Signature of Authorized Representative and
Date

Print Name

Attachment G
Purchase Order Terms and Conditions
ITB-DEM-20-21-014 Janitorial Services for SLRC

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
PURCHASE ORDER TERMS AND CONDITIONS
Updated August 27, 2020

These Purchase Order Terms and Conditions (“Special Contract Conditions”) take precedence over any other terms to the extent the two may conflict. These terms apply between the Florida Division of Emergency Management (“Division”) and the entity doing business with the Division (“Contractor”).

1. The Contractor expressly acknowledges that the State of Florida and the Division do not waive sovereign immunity and do not agree to indemnify the Contractor for anything arising out of or relating to this purchase order.
2. State of Florida, PUR 1000, General Contract Conditions (PUR 1000) are incorporated by reference into this purchase order. The Special Contract Conditions shall control in the event of a conflict.
 - a. https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf
3. MFMP Purchase Order Terms & Conditions (Effective September 1, 2015) are incorporated by reference into the purchase order. The Special Contract Conditions shall control in the event of a conflict
 - a. https://www.dms.myflorida.com/content/download/117735/646919/Purchase_Order_Terms_Sept_1_2015.pdf
4. Federal Funding Terms and Conditions: 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (January 1, 2017) are incorporated by reference into the purchase order. If this contract contains the use of Federal Funding, these provisions apply and the Contractor must impose the same terms and conditions on all sub-contracts.
 - a. <https://www.govinfo.gov/app/details/CFR-2017-title2-vol1/CFR-2017-title2-vol1-part200-appII>
5. Price quote provided by Contractor and approved by Division and attached to this purchase order is a “not-to-exceed amount.”
6. Any changes in price, quantity, quality, or type of the goods identified or change in the period of performance specified in the Contractor’s quote must be approved by Division in writing beforehand.
7. Any subsequent material changes in Contractor’s quote, proposal, scope of work, or deliverables (“deliverables”) previously approved by the Division and attached to the initial purchase order, whether those subsequent changes affect the amount authorized in the purchase order, must be

approved by Division in writing beforehand and must be memorialized through a change order appended to the initial purchase order. It is the Contractor's responsibility to request approval of a change order should the Contractor's deliverables subsequently change materially from the deliverables approved in the initial purchase order or any subsequent change order(s) approved by the Division.

8. Scrutinized Companies & Termination by the Customer: The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
9. This Contractor certifies it has been verified against the Federal Excluded Parties List System and does not appear to be disbarred or excluded from receiving Federal contracts. All contractors must E-Verify the employment status of their employees and subcontractors to the extent permitted by federal law and regulation. E-Verify is available at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
10. The Special Contract Conditions shall take precedence over any inconsistent or conflicting provision in the Contractor's contract terms, including, but not limited to, additional terms and conditions that may be referenced in the Contractor's quote.
11. A separate *Damages and Return of Funds Addendum* may be executed and incorporated into the Purchase Order.
12. The purchase order and all attachments thereto are governed by and construed in accordance with the laws of the State of Florida without regard to choice of law principles. The parties irrevocably and unconditionally consent to the sole and exclusive jurisdiction of the state and federal courts in Tallahassee, Florida and agree not to pursue or bring any action or proceeding in any other court. The parties agree that this purchase order, including the exhibits, constitutes the entire agreement of the parties and supersedes all prior discussions and negotiations and written agreements. This purchase order may not be modified or amended except by written instruction signed by all the parties. **THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO JURY TRIAL RELATING TO OR ARISING FROM THIS AGREEMENT.**
13. W-9 Submittal: To receive payment from the State of Florida and to continue to do business with the State of Florida, vendors are required to submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com/>. Vendors are required to have a valid W-9 on file with the Vendor Management Section within 14 business days after receiving a Purchase Order from the Division of Emergency Management. Contact the Vendor Management Section at (850) 413-5519 or FLW9@myfloridacfo.com if you have any questions regarding the Substitute Form W-9.
14. Section 287.058 (1), F.S., authorizes the use of a purchase order for contractual services, if the provisions of paragraphs (a)-(i) are included in the purchase order or solicitation. The purchase order must include an adequate description of the services, the contract period, and the method of

payment. In lieu of printing the provisions of paragraphs (a)-(i) in the purchase order, The Division has incorporated the requirements of paragraphs (a)-(i) by reference herein.

15. All vendors supplying commodities or products to the Division shall include the following required information in writing with each delivery to the Division: (1) Vendor Name and Point of Contact with phone number; (2) Product Manufacturer; (3) Quantity of product delivered; and (4) Product type(s) and model number(s). This required information shall be clearly identified on a bill of lading, invoice, or packing slip accompanying each delivery, or this information shall be affixed to each package, pallet, or container of products delivered to the Division. **FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN THE DELAY OF THE INSPECTION AND ACCEPTANCE OF COMMODITIES OR PRODUCTS DELIVERED.**

16. Invoicing Process:

The Division has implemented a new invoice processing system to improve efficiency and will no longer be accepting invoices electronically via email to Invoice@em.myflorida.com or by mail. In order to expedite processing your invoice(s), please register and utilize our web based application at the following link: <https://www.fdemportal.com/vendors>. If you are already registered, please use this link to submit your invoices.

Vendors are required to submit invoices and supporting documentation within 90 days after services are rendered or goods received.

17. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**