

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
GENERAL SERVICES, NORTHEAST REGION**



**INVITATION TO NEGOTIATE
Janitorial Services for Northeast Region Headquarters**

ITN-# C4-GS-ITN01

Commodity Code #: 991-450

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SECTION 1. INTRODUCTION

1.1 Introduction to the Procurement

The Department of Children and Families (Department), General Services, Northeast Region is issuing this solicitation to interested parties for the purpose of obtaining Janitorial Services for Northeast Region Headquarters, Roberts Building, located at 5920 Arlington Expressway, Jacksonville, Florida 32211. Any person interested in submitting a reply must comply with any and all of the terms and conditions described in this Invitation to Negotiate (ITN).

1.2 Statement of Purpose

The Department is seeking professional janitorial services for the Northeast Region Headquarters, also known as the Roberts Building, located at 5920 Arlington Expressway, Jacksonville, Florida 32211 in a manner appropriate to a publicly accessible professional office building. The services provided must be performed in such a manner that all applicable safety and health regulations are met, daily operations can continue uninterrupted and to prevent undue deterioration of the areas covered by the agreement.

1.3 Term of the Agreement

The anticipated start date of the resulting agreement is April 15, 2013. The agreement shall end on June 30, 2014. The contract may be renewed for a period not to exceed three (3) years or for the term of the original contract, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract including any amendments.

1.4 Contact Person and Procurement Manager

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

Janet McMahan, Procurement Manager

Mailing Address:

Florida Department of Children and Families

5920 Arlington Expressway
Room 326
Jacksonville, FL 32211

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

1.5 Definitions

1.5.1 Contract Terms

Contract terms and program or service specific terms can be found in the Appendix IV, which is being posted on the Department of Management Services Vendor Bid System website (VBS) along with this ITN, and is herein incorporated by reference.

Contract terms used in this document can be found in the Department's Glossary of Contract Terms, which is hereby incorporated by reference and maintained at the following website:

<http://www.dcf.state.fl.us/admin/contracts/docs/glossaryofcontractterms.pdf>

a. Business Day - Any calendar day Monday through Friday, excluding official state holidays, 8:00 A.M. through 5:00 P.M.

b. Confidential Material - Confidential material refers to information that has specific statutory exemption from the public records laws. As the vendor, its employees, and agents are not in a position to make such determinations while working in work areas on Department premises (which may contain either confidential and non-confidential information or data). For the purpose of this contract, confidential material shall mean any and all documents, files, labels, storage medium (i.e., computer floppy discs, computer compact discs, and any and all other pieces of paper containing any and all information and/or data and wherever it may be found on Department premises (e.g., on furniture or the floor and/or in trash receptacles or recycle bins).

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

c. General Services Manager/Designee – See Appendix IV, Draft Attachment I, Section A.1.a.(4),

d. Agreement Default – See Appendix IV, Attachment I, Section A.1.a.(3),

e. Fixed Price – See Appendix IV, Attachment I, Section A.1.a.(6),

f. Outcomes – Quantitative indicators that can be used by the Department to objectively measure provider's performance toward a stated goal.

g. Performance Measures – Quantitative indicators, outcomes and outputs that can be used by the Department to objectively measure a provider's performance.

h. Vendor – An organization or individual providing services or materials to the Department in accordance with the terms of the agreement which results from this ITN.

1.6 Supporting Documentation

The table below lists the supporting documentation, filename(s) of the supporting documentation, and the associated link to download the supporting documentation. These documents are incorporated into this ITN by reference as if fully recited herein.

Description	File name	Link	Cross Reference
General Instructions to Respondents	PUR 1001	http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms	2.12
Standard Terms and Conditions	PUR 1000	http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms	3.4.3
DCF Glossary of Contract Terms		http://www.dcf.state.fl.us/admin/contracts/docs/glossaryofcontractterms.pdf	1.5.2
DCF Operating Procedure for Housekeeping	CFOP 70-15	http://www.dcf.state.fl.us/admin/publications/policies.asp?path=070 Facilities Acquisition and Management (CFOP 70-XX)	Appendix IV, B.6.f

These documents will be discussed further in the sections noted in the above table.

1.7 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority and Florida Certified Veterans Business Enterprises are encouraged to participate in any conferences, conference calls, pre-solicitation, or pre-proposal meetings which are scheduled. All vendors shall be accorded fair and equal treatment

SECTION 2. ITN PROCESS

2.1 General Overview of the Process

Replies that meet the Mandatory Requirements of this ITN (see **Section 5.1**) and are otherwise responsive will be eligible for evaluation. Responsive vendors will be evaluated and ranked and a Short List (defined in Section 5.2) of vendors selected for negotiation will be posted as described in **Section 2.2.1** of this ITN. Oral presentations by vendors may be permitted as part of the shortlisting process. Following negotiations with shortlisted vendors, the Department will post a notice of intended contract award, identifying the vendor(s) selected for award.

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the ITN

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on the VBS website located at: <http://vbs.dms.state.fl.us/>.

In order to find postings at such location:

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

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

2.2.2 Public Records

All electronic and written communications pertaining to this ITN, whether sent from or received by the Department, are subject to the Florida public records laws. **Section 4.4** addresses the submission of trade secret and other information exempted from public inspection.

2.3 Protests and Disputes

2.3.1 Time Limits for Filing Protests

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

2.3.2 Protests of Terms, Conditions and Specifications

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

2.3.3 Protest Bond Requirement

When protesting a decision or intended decision (including a protest of the terms, conditions and specifications contained in the solicitation), the protestor must post a bond equal to one percent (1%) of the Department’s estimated contract

amount. The estimated contract amount shall be based upon the contract price submitted by the protestor. If no contract price was submitted, the Department shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to ss. 120.57(3), F. S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST. In lieu of a bond the Department may accept a cashiers check, official bank check, or money order in the amount of the bond.

2.3.4 Filing a Protest

A notice of protest, formal protest, and bond are “filed”, when received by the contact person listed in **Section 1.4** above. Filing may be achieved by hand-delivery, courier, US Mail or facsimile transfer. Filing by email will not be accepted. All methods of delivery or transmittal to the Department’s contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor. FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN S. 120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, F.S.

2.4 Limitations on Contacting Department Personnel and Others

2.4.1 General Limitation

Prospective vendors or persons acting on their behalf may not contact, between the release of this ITN and the end of the 72-hour period (Saturdays, Sundays and state holidays excluded), following the Department's posting of the notice of intended award, Department personnel or any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the contact person identified in **Section 1.4** above or as provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective vendor, or an existing or prospective subcontractor to a prospective vendor is assumed to be on behalf of a prospective vendor unless otherwise shown. As part of a response to a Department request for additional or clarifying information pursuant to **Section 2.14.1** or inspection or a Department investigation pursuant to **Section 2.14.2**, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager for such purposes.

2.4.2 Contact During the Negotiations Phase

During the negotiations phase of this ITN: (i) any contact and communication between the members of the negotiations team for the prospective vendor(s) with whom the Department is negotiating and the negotiations team for the

Department is permissible, but only "on the record" (as required by ss. 286.0113(2), F.S.) during the negotiations meetings; (ii) communication between the lead negotiator for the prospective vendor(s) with whom the Department is negotiating and the lead negotiator for the Department outside of the negotiations meetings is permissible so long as it is in writing; and (iii) communications between prospective vendor representatives and other Department representatives is permissible only as determined in writing by the Procurement Manager. As part of an activity initiated by the Department during the negotiations phase, such as service or product demonstration, testing or development, vendor representatives may communicate directly with other Department personnel or consultants identified by the Procurement Manager or the Chief Negotiator for such purposes.

2.4.3 Violation of Contact Limitations

Violation of the provisions of **Section 2.4** of this ITN will be grounds for rejecting a reply, if determined by the Department to be material in nature.

2.5 Schedule of Events and Deadlines

ACTIVITY	DATE	TIME Eastern	ADDRESS	Section Reference
ITN advertised and released on Florida VBS:	02/15/2013		DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.2.1
Notice of Intent to Submit a Reply to be received by the Department:	02/22/2013	2:00 PM	Attn: Janet McMahan Procurement Manager Dept. of Children & Families 5920 Arlington Exp. Jacksonville, FL 32211	2.6
*Solicitation Conference to be held:	2/25/2013	10:00 AM	Dept. of Children & Families Auditorium 5920 Arlington Exp. Jacksonville, FL 32211	2.7
Submission of written inquiries must be received by:	03/01/2013	2:00 PM	Attn: Janet McMahan Procurement Manager Dept. of Children & Families 5920 Arlington Exp. Jacksonville, FL 32211	2.8
Anticipated date for posting Department's Response to Inquiries:	03/06/2013		DMS Vendor Bid System Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	2.8
Sealed Replies must be received by the Department:	03/11/2013	2 00 PM	Dept. of Children & Families Auditorium, 5920 Arlington Exp. Jacksonville, FL 32211	2.9

*Reply Opening and Review of Mandatory Requirements:	03/11/2013	2:05 PM	Dept. of Children & Families Auditorium, 5920 Arlington Exp. Jacksonville, FL 32211	2.9, 2.10
*Meeting of Department Evaluators:	03/12/2013	10:00 AM	Dept. of Children & Families Conference Room # 1, 5920 Arlington Exp. Jacksonville, FL 32211	5.2
*Final Debriefing Meeting of the Evaluators and ranking of the replies:	03/18/2013	10:00 AM	Dept. of Children & Families Conference Room # 1, 5920 Arlington Exp. Jacksonville, FL 32211	5.2
Anticipated posting of qualified vendors ("Short List") for Negotiation:	03/20/2013	10:00 AM	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.2.5
*Organizational Meeting of Negotiation Team	03/20/2013	2:00 PM	Dept. of Children & Families Rear Auditorium, 5920 Arlington Exp. Jacksonville, FL 32211	5.3
Anticipated negotiation period:	Week of 03/25/2013 and 04/01/2013 if necessary		To be determined and posted on VBS	5.3
*Meeting of Negotiation Team to Develop Recommendation for Award:	04/03/2013	10 AM	Dept. of Children & Families Rear Auditorium, 5920 Arlington Exp. Jacksonville, FL 32211	5.3, 5.4.3
Anticipated posting of Intended Contract Award:	04/08/2013	2 PM	DMS VBS Electronic Posting site: http://myflorida.com/apps/vbs/vbs_www.main_menu	5.4.6
Anticipated Effective Date of Contract:	4/15/13			N/A
All vendors are hereby notified that the meetings noted with an asterisk above () are public meetings open to the public and may be electronically recorded by any member of the audience. Although the public is invited, no comments or questions will be taken from vendors or other members of the public (except for the Solicitation Conference, in which comments and questions will be taken from vendors).				

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

2.6 Notice of Intent to Submit A Reply

Vendors who are interested in responding to this ITN are encouraged to send a Notice of Intent to Submit a Reply (**Appendix I**) to the Procurement Manager specified in **Section 1.4**, on or before the date and time specified in **Section 2.5**. Submission of a Notice of Intent is not a pre-requisite for acceptance of replies from prospective vendors.

2.7 Solicitation Conference

The purpose of the Solicitation Conference is to review the ITN with interested vendors so that areas of misunderstanding or ambiguity are clarified. The Department encourages all prospective vendors to participate in the solicitation conference, during which vendors may pose questions. The Solicitation Conference for this ITN will be held at the time and date specified in **Section 2.5**.

2.7.1 Official Department Responses

Only responses posted on the VBS website are to be considered official Department responses to questions whether the question is presented during the Solicitation Conference or submitted in accordance with **Section 2.8** below.

2.7.2 Participation is not a Pre-requisite

Participation in the solicitation conference is not a pre-requisite for acceptance of replies from prospective vendors.

2.8 Written Inquiries

Other than during the Solicitation Conference, prospective vendor questions will only be accepted if submitted in writing to the Procurement Manager specified in **Section 1.4**, U.S. mail, or other delivery service, and received on or before the date and time specified in **Section 2.5**. No questions will be accepted by facsimile or telephone.

Copies of the responses to all inquiries, and clarifications or addenda if made to the ITN, will be made available by the date and time specified in **Section 2.5** through electronic posting on the VBS website at: http://vbs.dms.state.fl.us/vbs/main_menu.

2.9 Receipt of Replies

2.9.1 Reply Deadline

Replies must be received by the Department no later than the date and time and at the address provided in **Section 2.5**. All methods of delivery or transmittal to the Department's contact person remain the responsibility of the prospective vendor and the risk of non-receipt or delayed receipt shall be exclusively the risk of the prospective vendor.

2.9.2 Binding Replies

By submitting a reply, each vendor agrees that its reply shall remain a valid offer for at least 90 days after the reply opening date and that, in the event the

contract award is delayed by appeal or protest, such 90-day period is extended until entry of a final order in response to such appeal or protest.

2.9.3 Bid Bond Not Required

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

2.9.4 Payment and Performance Bond Not Required

A payment and performance bond is not required for this contract and submission of evidence of the vendor's ability to do so is not required in order to submit a reply to this ITN.

2.9.5 Changes to Replies After Submission Prohibited

Once the reply opening deadline has passed, no changes, modifications, or additions to the reply submitted will be accepted by or be binding upon the Department until the Department initiates negotiations or requests supplemental replies. The Department reserves the right to correct minor irregularities as provided in **Section 2.14.1**, but is under no obligation to do so,

2.9.6 Receipt Statement

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

2.10 Oral Presentations As Part of Evaluation

The Department reserves the right to schedule oral presentations by prospective vendors submitting replies as part of the evaluation process. Notice of such presentations will be posted on the DMS VBS website (http://vbs.dms.state.fl.us/vbs/main_menu). The Department will record all oral presentations.

Oral presentations by vendors are not open to the public pursuant to the exemption provided by ss. 286.0113(2)(b), F.S.

2.11 Request to Withdraw Reply

A written request to withdraw a reply, signed by the vendor, may be considered if received by the Department within 72 hours after the reply opening date and time as specified in **Section 2.5** above. A request received in accordance with this provision may be granted by the Department upon proof of the impossibility to perform based upon an obvious vendor error.

2.12 Cost of Preparation of Reply

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

2.13 Form PUR 1001

The standard “General Instructions to Respondents” Form PUR 1001 (11/06) is hereby incorporated into this solicitation by reference as if fully recited herein. Sections 3, 4, 5, 14, and 17 of the Form PUR 1001 are not applicable to this solicitation. In the event of any conflict between Form PUR 1001 and this solicitation, the terms of this solicitation shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in Form PUR 1001 shall take precedence. The Form PUR 1001 form is available at: <http://dms.myflorida.com/index.php/content/download/1907/8062/version/9/file/1001.doc>.

2.14 Department’s Reserved Rights

2.14.1 Waiver of Minor Irregularities

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

2.14.2 Right to Inspect, Investigate and Rely on Information

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

2.14.3 Rejection of All Replies

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

2.14.4 Withdrawal of ITN

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

2.14.5 Reserved Rights After Notice of Award

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

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

2.14.5.3 Other Reserved Rights

The Department reserves all rights described elsewhere in this ITN.

SECTION 3. SPECIFICATIONS

3.1 Vendor Qualifications

The ability of prospective vendors to comply with the conditions and specifications of this ITN is of prime concern to the Department. It is therefore required that each prospective vendor provide references from at **least three organizations** that attest to the vendor's significant ability to clean and maintain offices of this size and expanse. Services provided to these organizations shall have been of similar scope and nature as specified in this contract for a continuous period of at least **two full years** and shall have been provided to these organizations within the previous two years.

3.2 Minimum Janitorial Services Specifications

The Department requires the provision of professional janitorial services at the Northeast Region Headquarters building located at 5920 Arlington Expressway, Jacksonville, Florida, 32211. The building is a three-story office building spanning approximately 109,000 square feet, of which approximately 75,500 square feet requiring full janitorial services. The remaining square footage is open storage, mechanical, and loading dock requiring minimal maintenance. Office occupancy is approximately three hundred employees (300). In addition to supporting the upkeep of employee work and break spaces, services support maintaining the professional appearance of the facilities and comfort of visitors.

The janitorial services sought will include general, light cleaning of the area surrounding the outside of the headquarters building to include the removal of litter, emptying of cigarette bins and other debris from the curb and the Department's designated parking lots. All materials and equipment necessary to provide janitorial services will be the sole responsibility of the vendor. A complete description of the janitorial services to be provided is found in **Appendix IV, Exhibit A**.

3.3 Minimum Financial Specifications

The selected Respondent shall be compensated in the manner set forth perform in the Appendix IV, Draft Attachment I in accordance with all terms thereof Draft Attachment I, Section C.1.a.

3.4 Composition of the Contract

The contract awarded as a result of this ITN will be composed of:

3.4.1 Purchase Order

The Department's Purchase Order contains general contract terms and conditions required by the Department for all vendors. The Department's Purchase Order is available as a separate document on the MyFloridaMarketPlace eProcurement System.

3.4.2 Attachment I

The Department's Attachment I (**Appendix IV**) contains contract terms and conditions governing the performance of the work, the clients to be served, required deliverables and performance standards, and compensation. The Attachment I will be part of the contract resulting from the ITN and its terms and conditions are binding upon all vendors.

3.4.3 Form PUR 1000

The Form PUR 1000 is incorporated by reference into the Department's Standard Contract. The Form PUR 1000 is available at the following link: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

3.4.4 Other Attachments or Exhibits

All other attachments and exhibits to the contract referenced in this ITN shall also be part of the resulting contract, if any.

3.5 Order of Precedence

In the event of conflict in terms among the foregoing, the following order of precedence will apply. The reply submitted in response to this ITN and any additional submittals may be incorporated into or attached to the contract but will not change the provisions of the below documents.

3.5.1 Attachment I.

3.5.2 All attachments and exhibits to Attachment I.

3.5.3 The Department's Purchase Order.

3.5.4 Form PUR 1000.

3.5.5 The Vendor's reply submitted in response to this ITN may be incorporated into or attached to the contract but will not change the provisions of the above documents.

3.6 Vendor Registration in MyFloridaMarketPlace

In order to be paid, each vendor doing business with the state must register in the MyFloridaMarketPlace system and pay the required transaction fees, unless exempted under Rule 60A-1.030(3), F.A.C. If the vendor is already registered in MyFloridaMarketPlace prior to submitting a reply, the vendor may include a signed Certificate of Registration. Vendors who are not subject to registration requirements

should include proof of exemption from registration. Failure to include either proof of registration or exemption will not prevent the evaluation of the reply, however, proof of registration or exemption must be provided prior to execution of a contract, if any.

3.7 Performance Bond Not Required Prior to Contract Execution

The selected vendor is not required to submit a payment and performance bond.

SECTION 4. INSTRUCTIONS FOR RESPONDING TO THE ITN

4.1 How to Submit a Reply

4.1.1 Mandatory Reply Deadline

All replies must be received by the Procurement Manager by the deadline, and at the address set forth in **Section 2.5**. The vendor must choose the appropriate means for delivery, and is exclusively responsible for receipt of the reply by the Procurement Manager. Late replies will not be evaluated. See also **Section 2.9.1**.

4.1.2 Electronic Transmittal of Replies Not Acceptable

Facsimile or electronic transmissions of replies will not be accepted. .

4.1.3 Reply Amendments

Any amendments to the reply as originally submitted by the vendor, not required by the Department, must comply with the requirements of this section and must be received by the deadline specified in **Section 2.5**.

4.1.4 Number of Copies Required

Vendors shall submit **one (1)** original and **five (5)** copies of the Janitorial Services Reply, **one (1)** original and **five (5)** copies of the Cost Proposal, and **one (1)** original and **five (5)** copies of the Financial Stability Documentation. The original copy of both the Janitorial Services Reply and the Cost Proposal submitted to the Department must contain an original signature of an official who is authorized to bind the vendor to their reply. **One (1) copy** electronic version of the reply, each containing all three parts of the reply (Janitorial Services, cost, and financial stability), identical to the hard copies, must also be submitted with the hard copies (see **Section 4.3** for formatting instructions).

4.1.5 Replies to be in Sealed Envelopes

The original and each copy of the Janitorial Services Reply, the Cost Proposal, the Financial Stability Documentation, and the electronic versions must be individually sealed in separate envelopes. The outside of each envelope must be clearly marked with the title of the reply, the ITN number, the vendor's name, and identification of enclosed documents (i.e., Janitorial Services Reply for Janitorial Services for Northeast Region Headquarters; Cost Proposal for Janitorial Services for Northeast Region Headquarters; Financial Stability Documentation for Janitorial Services for Northeast Region Headquarters; or Electronic Copy of Reply for Janitorial Services for Northeast Region Headquarters. The original reply must be clearly marked as such, and the copies identified and numbered (i.e., original, copy #1 of 3, etc).

All individually sealed envelopes must be placed in an appropriate sealed mailing container. Clearly mark the exterior of the mailing container "Reply to DCF Competitive Solicitation Number **ITN: C4-GS-ITN01**; for Janitorial Services for Northeast Region Headquarters

4.2 Content of the Reply

4.2.1 Title Page

The first page of the reply shall be a Title Page that contains the following information:

- 4.2.1.1** Department to which reply is submitted;
- 4.2.1.2** Title of reply;
- 4.2.1.3** ITN number;
- 4.2.1.4** Identification of enclosed documents;
- 4.2.1.5** Prospective vendor's name and federal tax identification number;
- 4.2.1.6** Name, title, telephone number and address of person who can respond to inquiries regarding the reply; and
- 4.2.1.7** Name of program coordinator (if known).
- 4.2.1.8** Vendor point of contact's email and telephone number.

4.2.2 Vendor's Cross Reference Table

Vendor replies must include a cross-reference between the reply and the ITN requirements in **Section 3**. Separate cross-reference tables must be developed for the Janitorial Services and Cost Replies. The Janitorial Services cross-reference table must be directly behind the title page in the Janitorial Services Reply. The Cost Proposal cross-reference table must be directly behind the title page in the Cost Proposal. Both cross-reference tables must be formatted as follows:

SAMPLE ITN / REPLY CROSS REFERENCE TABLE

ITN			REPLY		
Page(s)	Sect/Part	Subject	Subject	Page(s)	Sect/ Part
		Title Page	Title Page		
		Required Vendor's Statements and Certifications – Mandatory Requirements	Required Vendor's Statements and Certifications – Mandatory Requirements		
		Response to Understanding the Statement of Purpose	Response to Understanding the Statement of Purpose		
		Description of the Vendor's Organizational Qualifications	Description of the Vendor's Organizational Qualifications		

4.2.3 TAB 1: Required Vendor's Statements and Certifications – Mandatory Requirements

The reply must include all of the mandatory requirements, described below, and must be received by the date and time and at the address specified in **Section 2.5**. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.

4.2.3.1 Certificate of Signature Authority

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

4.2.3.2 Acceptance of Contract Terms and Conditions

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

4.2.4 TAB 1: Tie Breaking Certifications

The reply may include the Master Certification - Tie Breaking Certifications (also in **Appendix III**). The vendor may check the "true" box for any or all Tie Breaking Certifications identified in **Appendix III I. through o.** for which a vendor qualifies. . Completion of the Tie Breaking Certifications is optional for qualifying vendors, however, a vendor waives all rights to consideration of a "tie breaker" if it fails to timely submit the certification for a "tie breaker".

4.2.5 TAB 2: Understanding the Statement of Purpose

4.2.5.1 The vendor adequately articulates an understanding of the Task List.

4.2.5.2 The vendor adequately articulates an understanding of materials to be provided to support the task list.

4.2.6 TAB 3: Description of the Vendor's Organizational Qualifications

4.2.6.1 The vendor submitted a list of other State of Florida agencies which vendor has current contract or has had contracts with in last five years.

4.2.6.2 The vendor submitted an organizational chart / table of organization clearly showing administrative and operational lines of authority.

4.2.6.3 The vendor clearly describes their experience in performing janitorial services of similar size and scope as required for the Northeast Region Headquarters Building, Roberts Building.

4.2.6.4 Vendor has submitted key managers/supervisors resumes which demonstrate sufficient experience to manage janitorial services of size and scope required for the Roberts Bldg.

4.2.6.5 Vendor submitted three letters of references from organizations of similar size and scope that attest to vendors ability to maintain the Roberts Bldg. The letters attest vendor has performed for at least two years experience/service out of past five years.

4.2.7 TAB 4: Description of Vendor's Technical Capability

4.2.7.1 Vendor adequately describes sufficient equipment to perform the scope of work.

4.2.7.2 Vendor adequately describes processes to maintain sufficient inventory of consumable supplies required for the size and scope required by the Roberts Bldg.

4.2.8 TAB 5: Description of Project Staffing

4.2.8.1 Vendor has policies and procedures to recruit, train and retain qualified, experienced janitorial staff.

4.2.8.2 Vendor will supply sufficient qualified and experienced staff to perform janitorial services of the size and scope required by the Roberts Bldg.

4.2.8.3 Vendor has policies and procedures to provide qualified, screened replacement staff in the event of absence of assigned staff in a timely manner.

4.2.9 TAB 6: Description of Vendor's Approach to Maintaining High Quality Services and Issue Resolution

4.2.9.1 Vendor adequately describes their approach how they are going to complete all tasks listed within Appendix IV.

4.2.9.2 Vendor has robust quality control program suitable to services required by the Roberts Bldg.

4.2.9.3 Vendor has a responsive issue resolution process to service deficiencies.

4.2.10 TAB 7: Description of the Vendor's Financial Stability

4.2.10.1 Vendor has suitable financial stability.

4.2.10.2 Vendor has suitable financial resources capable of operating month to month with reimbursement received after project expenses are incurred (the Department has up to 40 days upon receipt of properly completed invoice to disperse payment).

4.2.11 TAB 8: Cost Proposal

4.2.11.1 Vendor has submitted a clear detailed line item budget to successfully perform the janitorial services and supply the materials required by the Roberts Bldg.

4.2.11.2 Vendor has submitted a clear budget justification that is reasonable, allowable and necessary to perform the janitorial services required by the Roberts Bldg.

4.3 Reply Format

4.3.1 Replies to be Thorough

Vendors must provide thorough and specific replies in the Janitorial Services Reply for how they propose to address each of the Janitorial Services requirements as specified in **Section 4.2.4 through 4.2.10** of this solicitation, and must include all the documentation required in **Section 4.2.12** in a separate Cost Proposal, as well as the separate Financial Stability Documentation required in **Section 4.2.11**. Vendors are advised to consider the evaluation criteria set forth in **Appendix IX**. Vendor replies must follow the format described below.

4.3.2 Reply Clarity Essential

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

4.3.3 Replies to be Concise

The reply should be prepared concisely and economically, providing a straightforward description of services to be provided and clearly describing the vendor's capability to satisfy the requirements of this solicitation. Emphasis should be on completeness and clarity of content. The terms "shall", "will" and "must" used within the ITN identify items that are required to be submitted as part of the reply. A failure to comply with the submission of a required item may result in the reply being rejected at the Department's discretion.

4.3.4 Hard-copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The reply must be bound in 3-ring binders, labeled and submitted in Tabbed Sections in the order listed in

Sections 4.2.4 through 4.2.9 for the Janitorial Services section of the reply, **Section 4.2.12** for the separately bound cost section of the reply, and **Section 4.2.11** bound separately for the Financial Stability Documentation.

4.3.5 Electronic Copy Format

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

4.3.6 References to Separately Bound Material

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

4.4 Public Records and Trade Secrets

4.4.1 Replies and Other Submissions Are Property of the State.

These provisions apply in lieu of Section 18 of PUR 1001. All materials submitted in reply to this ITN become the property of the State of Florida and will be a public record subject to the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of a reply will not affect this right.

4.4.2 Replies and Other Submissions Are Subject to Public Inspection

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

4.4.3 How to Claim Trade Secret Protection

If the Vendor considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida's Public Records Law, the Vendor must submit all such information in a separately bound document (or in the case of electronic media, a separate CD, with the words "Trade Secret" included in the file name) clearly labeled "Attachment to Reply, ITN No. C4-GS-ITN01 – Trade Secret Material". Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret the Vendor must clearly label the submission as containing trade secret information (or in the case of electronic media, include "Trade Secret" in the relevant file names).

4.4.4 Vendor's Duty to Respond to Public Records Requests

In response to any notice by the Department that a public records request received by the Department encompasses any portion of the separately bound part of the vendor's reply or other submissions labeled as "trade secret," the Vendor shall expeditiously provide the Department with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Vendor shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Vendor fails to promptly submit a redacted copy and justification in response to the notice of a public records request, the Department is authorized to produce the records sought without any redaction.

4.4.5 Department Not Obligated to Defend Vendor Claims

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

SECTION 5. THE SELECTION METHODOLOGY

The Department intends to award the contract to the responsible and responsive vendor or vendors whose reply is determined by the Secretary or his designee to be the most advantageous to the state. The Department will award the contract based on a final

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

5.1 Application of Mandatory Requirements

A vendor must comply with all Mandatory Requirements in order to be considered for selection under this ITN. The Mandatory Requirements for this ITN are set forth in **Appendix VIII**.

- 5.1.1** The Procurement Manager will examine each reply to determine whether the reply meets the Mandatory Requirements specified in **Appendix VIII**. A reply that fails to meet the Mandatory Requirements will be deemed nonresponsive and will not be evaluated.
- 5.1.2** Meeting the Mandatory Requirements is a minimum threshold and shall not impact any ranking in the shortlisting process.
- 5.1.3** An initial determination that a reply meets the Mandatory Requirements does not preclude a subsequent determination of non-responsiveness

5.2 Evaluation Methodology for Ranking and Shortlisting

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

5.2.1 Scoring by Evaluators

The Department's evaluators will evaluate each reply in accordance with the criteria and methodology provided in the Rating Sheets (**Appendix IX**). The persons selected by the Department to serve as the evaluators, along with their professional summaries will be set forth in an Appendix to be posted as an addendum to this ITN on the DMS VBS website (http://vbs.dms.state.fl.us/vbs/main_menu).

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

5.2.2 Ranking by Procurement Manager

The Procurement Manager will develop a ranking based on the methodology provided in **Appendix IX**. This ranking will serve as the recommended ranking of the Department's evaluators.

5.2.3 Recommendation of the Procurement Manager

After developing the recommended ranking per **Section 5.1.2**, the Procurement Manager will provide to the Secretary or his designee a report on replies deemed nonresponsive and, as to those deemed responsive, the recommended ranking of the evaluators, along with a recommendation for selection of vendors for

negotiation (the short list), which may include a recommendation that one or more otherwise responsive replies be deemed ineligible for award.

5.2.4 Determination of Ranking

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

CRITERIA	RELATIVE VALUE
Understanding Purpose of Services	12
Organizational Qualifications and Experience	24
Vendors Technical Capability	12
Staffing	20
Quality Assurance/Issue Resolution	20
Financial Stability	10
Cost Proposal	80
TOTAL	178

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

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

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

Upon approval of a ranking and short list of vendors selected for negotiations by the Secretary or his/her designee, the Department will post the short list on the VBS website at: http://vbs.dms.state.fl.us/vbs/main_menu. Unless otherwise provided in the posting of the ranking and short list of vendors selected for negotiation by the Secretary or his/her designee, no presumption of preference or merit in the negotiation process or for contract award shall arise from the evaluators’ scores, the ranking, or the order of vendors listed in such posting.

5.3 Negotiation Process for Final Selection

The Department intends to initially negotiate concurrently with up to three (3) of the highest-ranked vendors on the short list approved by the Secretary or his designee. However, the Department reserves the right, after posting notice thereof, to expand the short list to include additional responsive vendors for negotiation or change the method of negotiation [e.g., concurrent versus by order of ranking], if it determines that to do either would be in the best interest of the State. The persons selected by the Department to serve as the Department’s Negotiation Team, along with their professional summaries will be set forth in an Appendix to be to be posted as an addendum to this ITN on the DMS VBS website (http://vbs.dms.state.fl.us/vbs/main_menu).

The Department reserves the right to change the members of the negotiation team in its sole discretion.

5.3.1 Supplemental Replies

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

5.3.2 Goal of Negotiations

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

5.3.3 Department Retains Discretion

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

5.3.4 Other Department Rights During Negotiations

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

- 5.3.4.1** Schedule additional negotiating sessions with any or all responsive vendors;
- 5.3.4.2** Require any or all responsive vendors to provide additional or revised replies and detailed written replies addressing specified topics;
- 5.3.4.3** Require any or all responsive vendors to provide a written best and final offer;
- 5.3.4.4** Require any or all responsive vendors to address services, prices, or conditions offered by any other vendor;
- 5.3.4.5** Pursue a contract with one or more responsive vendors for the services encompassed by this solicitation, any addenda thereto, and any request for additional or revised detailed written replies or request for best and final offers;
- 5.3.4.6** Pursue the division of contracts between responsive vendors by type of service or geographic area, or both;
- 5.3.4.7** Arrive at an agreement with any responsive vendor, finalize principal contract terms with such vendor and terminate negotiations with any or all other vendors, regardless of the status of or scheduled negotiations with such other vendors;
- 5.3.4.8** Decline to conduct further negotiations with any vendor;
- 5.3.4.9** Reopen negotiations with any vendor;
- 5.3.4.10** Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
- 5.3.4.11** Review and rely on relevant information contained in the replies received pursuant to **Section 4.1.1.**; and

5.3.4.12 Review and rely on relevant portions of the evaluations conducted pursuant to **Section 5.1**.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive vendor or vendors affected and whether to provide concurrent public notice of such decision. All vendor submissions are subject to the requirements of Section 4.4 of this ITN.

5.3.5 Negotiation Meetings Open to Public

Negotiations between the Department and vendors are exempted from being held as public meetings by s. 286.0113(2)(a), F.S.

The initial organizational meeting of the negotiation team and the final meeting of the negotiation team to develop a recommendation for award are open to the public. Negotiation strategy meetings of the Department's negotiation team are exempted by s. 286.0113(2)(a), F.S.

The Department will record all meetings of the Department's negotiation team.

5.4 Final Selection and Notice of Intent to Award Contract

5.4.1 Award Selection

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

- 5.4.1.1** Understanding Purpose of Services
- 5.4.1.2** Organizational Qualifications and Experience
- 5.4.1.3** Vendor's Technical Capability
- 5.4.1.4** Staff Plan
- 5.4.1.5** Quality Assurance/Issue Resolutions
- 5.4.1.6** Financial Stability
- 5.4.1.7** Cost Proposal

5.4.2 Department's Right to Rely on Replies and Evaluations

The Department reserves the right to review and rely on relevant information contained in the replies received pursuant to **Section 4** and relevant portions of the evaluations conducted pursuant to **Section 5.1**.

5.4.3 Department's Negotiation Team Recommendation

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

5.4.4 Secretary's Approval

The Secretary or his designee will approve an award that will provide the best value to the State, based on the selection criteria in **Section 5.3.1**, taking into consideration the recommended award by the Negotiating Team. In so doing, the Secretary or his designee is not required to score the vendors, but will base his or her decision on the criteria set forth above. If the Secretary or his designee determines that two or more replies most advantageous to the State are equal with respect to all relevant considerations, including price, quality, and service, the award will be made in accordance with Rule 60A-1.011, Florida Administrative Code and Section 295.187, Florida Statutes.

5.4.5 Department's Reserved Rights

The Department reserves the right to:

- 5.4.5.1** Select one or more vendors for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detailed written replies or request for best and final offers;
- 5.4.5.2** Divide the work among vendors by type of service or geographic area, or both; and
- 5.4.5.3** Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.
- 5.4.5.4** Post a notice of withdrawal of award in the event that the selected vendor fails to execute a contract or defaults in performance. In such event, the Department reserves the right to re-procure services in accordance with Rule 60A-1.006(3) F.A.C.

5.4.6 Posting Notice of Award

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

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APPENDIX I - NOTICE OF INTENT TO SUBMIT A REPLY

_____ (vendor name)
wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled "Janitorial Services for Northeast Region Headquarters", ITN No. C4-GS-ITN01.

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official: _____

Date: _____

Address: _____

Telephone No: _____

FAX No: _____

E-mail Address: _____

APPENDIX II - CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B	
	Vendor is not a sole proprietorship (Complete Section A)
	Vendor is a sole proprietorship (Complete Section B)
Section A	
<p>I, _____ (name), hold the office or position of _____ (title) with _____ (legal name of vendor) and have authority to make official representations by said vendor regarding its official records and hereby state that my examination of the vendor's records show that _____ (name) currently holds the office or position of _____ (title) with the vendor and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named vendor in response to ITN # C4-GS-ITN01, and, in so doing, to bind the named vendor to the statements made therein.</p>	
Dated:	
Signature:	
Printed Name:	
Title:	
<p>NOTE: In lieu of the above, the Vendor may submit a corporate resolution or other duly executed certification issued in the Vendor's normal course of business to prove signature authority of the named Authorized Representative.</p>	
Section B	
<p>I, _____ (name) am a sole proprietor, personally doing business in the name of _____ (name of vendor), and will be personally bound by the Reply submitted in response to ITN # C4-GS-ITN01.</p>	
Dated:	
Signature:	
Printed Name:	

APPENDIX III - VENDOR'S CERTIFICATIONS

MANDATORY CERTIFICATIONS		
MASTER CERTIFICATION		
<p>As the person named in the Certificate of Signature Authority as the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # C4-GS-ITN01 (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (a) through (k) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.</p>		
Check the applicable box next to the title to each certification:		
True	False	
		a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document
		b. Certification of Representations Per Section 9 of PUR 1001
		c. Certification of Authority to Do Business in Florida
		d. Statement of No Involvement
		e. Conflict of Interest Statement (Non-Collusion)
		f. Certification Regarding Lobbying
		g. Certification Regarding Scrutinized Companies List
		h. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts
		i. Certification Regarding Prior Contractual Obligations
		j. Certification of Representations Per Sections 287.133, and 287.134, F.S.
		k. Certification of a Drug Free Workplace
<p>The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."</p>		
Signature of Authorized Representative:		Date:
a. Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Vendor's Reply is submitted in good faith in response to the Department of Children and Families Invitation to Negotiate (the ITN) and is binding on the Vendor in accordance with the terms of the ITN, that I have read, understood and agree with the terms and conditions of the ITN and, if awarded any contract as a result of the ITN, the Vendor will comply with the requirements, terms, and conditions stated in the ITN and the contract document. The vendor further agrees that any intent by the vendor to deviate from the terms and conditions set forth therein may result, at the Department's exclusive determination, in rejection of the reply.</p>		
b. Certification of Representations Per Section 9 of PUR 1001		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify acknowledgement all matters set forth in Section 9 of PUR 1001.</p>		
c. Certification of Authority to Do Business in Florida		
<p>By checking the True" box in the Master Certification and signing the same, I hereby certify that the Vendor is an existing legal entity and satisfies all licensing and registration requirements of state law authorizing it to do business within the State of Florida.</p>		
d. Statement of No Involvement		
<p>By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has:</p> <p>Been awarded a contract that was procured using procedures other than those described in s. 287.057 (1-3), F.S., to perform a feasibility study of the potential implementation of a subsequent contract to support this project;</p> <p>Participated in drafting of a solicitation for this specific project; or</p> <p>Developed a program for future implementation of this project.</p>		

e. Conflict of Interest Statement (Non-Collusion)

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

f. Certification Regarding Lobbying

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

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

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

g. Certification Regarding Scrutinized Companies List

By checking the "True" box in the Master Certification and signing the same, I hereby certify that, the Vendor is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. I understand that Section 287.135, Florida Statutes, prohibits Florida state agencies from contracting with companies on either list, for goods or services over \$1,000,000, and that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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

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

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

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

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

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

i. Certification Regarding Prior Contractual Obligations

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

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

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

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

k. Certification of a Drug Free Workplace

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

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

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

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

As the Authorized Representative of the Vendor, _____ (legal name of Vendor), I confirm that I have fully informed myself of all terms and conditions of ITN # C4-GS-ITN01 (the ITN), the facts regarding the Reply submitted by the Vendor in response to the ITN and the truth of each statement contained in Certifications (l) through (o) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

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

- l. Certification of a Certified Minority Business Enterprise**
- m. Certification of a Service Disabled Veteran’s Business Enterprise**
- n. Certification of a Florida Business**
- o. Certification of a Foreign Manufacturer with a Factory in Florida**

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

l. Certification of a Certified Minority Business Enterprise

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

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

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

n. Certification of a Florida Business

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

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

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

**APPENDIX IV
PURCHASE ORDER DRAFT ATTACHMENT I**

A. SERVICES TO BE PROVIDED

1. Definition of Terms

a. Agreement Terms

(1) Amendment – A document by which substantial changes are made to the terms of the executed agreement. Changes requiring an amendment include, but are not limited to, adjustments in costs, services, time period, and method of payment.

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

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

(3) Agreement Default – The failure to perform or meet agreement terms and conditions.

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

(5) Exhibit – Information appended to the Attachment I or any other agreement attachment. All exhibits to an attachment I must be referenced in that attachment.

(6) Fixed Price - Method of payment used when the service provided can be broken down into unit costs (e.g., hours, client days, month), or a fixed fee (e.g., payment based on delivery of a complete service).

- (7) Invoice** – A completed and timely submitted document used by the provider to request payment from the Department.
- (8) Method of Payment** – This is the third section of an Attachment I. It specifies the total or maximum dollar amount of the contract, the manner in which contract costs will be displayed on invoices, the frequency with which invoices will be submitted to the Department, any specific conditions pertaining to payment of contract invoices.
- (9) Provider** - An organization or individual providing services or materials to the Department in accordance with the terms of the contract.
- (10) Region** – The Florida Department of Children and families territorial division pertaining to a geographical service area.
- (11) Renewal** – Contracting with the same contractor for an additional agreement period after the initial agreement period, only if pursuant to agreement terms specifically providing for such renewal.
- (12) State Fiscal Year** – An accounting period of twelve consecutive months starting on the first of July and ending on the last day of June.

b. Program/Service Specific Terms

Not applicable to this agreement

2. General Description

a. General Statement

This agreement is for the provision of janitorial services for the Northeast Region Headquarters Building located at 5920 Arlington Expressway, Jacksonville, Florida, 32211. The Northeast Region Headquarters building, also known as the Roberts Building, is a three-story office building with approximately 109,000 square feet. Approximately 75,500 square feet requires janitorial services, the remainder consist of open storage, mechanical space, loading dock which require minimal service.

b. Authority

The Department of Children and Families Operating Procedures (CFOP) No. 70-15, Facilities Acquisition and Management, establishes uniform policies and procedures for cleanliness and sanitation within the Department's facilities. The provider agrees to comply with the cleaning and sanitation standards established therein. Section 20.19, Florida Statutes, authorizes the Department to contract for these services.

c. Scope of Service

Services will be provided in accordance with the specifications for janitorial Services specified in **Exhibit A**. The agreement period will be from April 15, 2013 to June 30, 2014 with option for annual renewal per section D.1.

d. Major Program Goals

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

3. Clients to be Served

a. General Description

Clients include the staff and visitors that use the facilities to conduct official state business. The number of staff is approximately 300. The number of visitors vary on a daily basis. The largest meeting room in the building has a maximum capacity of 100 people.

B. Manner of Service Provision

1. Service Tasks

a. Task List

The service tasks to be performed by the provider are listed in Specifications for Janitorial Services, **Exhibit A**.

b. Task Limits

The provider is not authorized to perform any tasks other than those described in **Exhibit A** without the express written consent of the Department's General Services manager/designee.

This agreement is contingent on the availability of funds not to exceed \$ TBD. The State of Florida's performance and obligation to pay under this agreement is contingent upon annual appropriation by the legislature.

2. Staffing Requirements

a. Staffing Levels

The provider shall maintain the necessary staff to provide the agreed upon services as specified in Exhibit A and provided proposal to ITN C4-GS-ITN01, incorporated herein by reference.

b. Professional Qualifications

Not applicable to this contract.

c. Staffing Changes

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

d. Subcontractors

No subcontracting is allowed for this agreement without the express written permission of the Department's general services representative.

3 Service Location & Equipment

a. The services are to be delivered at the Northeast Region Headquarters building located at 5920 Arlington Expressway, Jacksonville, Florida, 32211.

b. Service Times

Cleaning services will be performed primarily between the hours of 7:00 p.m. and 5:00 a.m., Monday through Friday, unless otherwise specified by the Department. Daytime porter services will be available Monday through Friday from 8:00 a.m. to 5:00 p.m. The provider will supply staffing coverage in accordance with their response to ITN C4-GS-ITN01. Additional specifications are included in **Exhibit A**.

c. Changes in Location

Not applicable to this agreement.

d. Equipment

The provider will be responsible for supplying, at its own expense, all equipment, supplies, and materials necessary to provide janitorial services for the Northeast Region Headquarters building as specified in **ITN C4-GS-ITN01** and in conformance with the tasks listed in **Exhibit A**.

4. Deliverables

a. Service Units

This is a fixed price/unit cost agreement. A unit of service is defined as one month of janitorial services provided as specified in the executed agreement.

b. Records and Documentation

The provider shall maintain all required records in such manner as to be accessible by the Department upon demand. Where permitted under applicable law, access by the public shall be permitted without delay.

The provider will maintain a monthly time schedule for employees designated for the performance of this contract. **The provider must maintain documentation regarding the background screening completed on each employee, which shall be maintained in a confidential employee file.**

c. Reports

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

The table below describes the reports required by the Department for this agreement.

Report Title	Reporting Frequency	Report Due Date	Number of copies due	DCF Office address(es) to receive reports
Janitorial Log	Daily	End of each shift	1	Contract Manager
Building Sign-In Log	Daily	Daily	1	Contract Manager
Supply Requests	Bi-Weekly	Bi-Weekly	1	Contract Manager
Results of Individual Staff Background Screening	Upon Initial Appointment and with all updates	Initial start date and within 10 days of renewals.	1	Contract Manager
Certificate of Insurance	Upon Initial Appointment and with all updates	Initial start date and within 10 days of renewals.	1	Contract Manager
Fidelity Bond	Upon Initial Appointment and with all updates	Initial start date and within 10 days of renewals.	1	Contract Manager
Monthly Invoice	Monthly	15th day of month for preceding month of service	1	Contract Manager
Checklist of Required Daily & Weekly Tasks Completed	Weekly	Weekly	1	Contract Manager
Checklist of Required Monthly Tasks Completed	Monthly	5 th day of month for preceding month of service	1	Contract Manager
Checklist of Required Quarterly Tasks Completed	Quarterly	5 th day of 1 st month of the quarter for preceding quarter of service	1	Contract Manager

In the event of early termination of this agreement, the provider will submit the final Monthly Request for Payment of Services and all reports within thirty (30) days after the agreement is terminated.

5. Performance Specifications

a. Performance Measures

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

Any task review area (daily, weekly, monthly and quarterly), **Exhibit B**, found to **not meet** reasonable person standards for cleanliness at the time of inspection shall constitute an unsatisfactory or failed inspection requiring immediate corrective action.

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

b. Description of Performance Measurement Terms

1). Building Inspection – Inspection of the Region Headquarters building, utilizing the Janitorial Services Checklist, **Exhibit B**, and conducted by the Department's representative(s) and an employee from the successful vendor, who shall be of supervisory level or higher.

(2) Compliance Level - The expected level of areas determined upon inspection to meet satisfactory standards for cleanliness utilizing the Janitorial Services Inspection Checklist, **Exhibit B**.

c. Performance Evaluation Methodology

The Department will measure compliance with B.5.a., above by dividing the total number of tasks reviewed using the Janitorial Services Checklist that meet standards within two (2) working days following formal inspection, by the total number of tasks reviewed. A passing inspection constitutes 100% compliance across all areas reviewed.

The provider hereby acknowledges and agrees that its performance under this contract must meet the standards set forth therein, and will be bound by the terms and conditions in the solicitation document. If the provider fails to meet these standards, the Department, at its exclusive option, may allow up to **45 days** to achieve compliance with the standards. If the Department affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, the Department may terminate the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of the Department.

6. Provider Responsibilities

a. Provider Unique Activities

The provider is solely and uniquely responsible for the satisfactory performance of the tasks described in **Exhibit A**. By execution of this agreement the provider recognizes its singular responsibility for the tasks, activities, and deliverables described therein and warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks, activities and deliverables and agrees to be fully accountable for the performance thereof.

The provider is responsible for providing the Department with a description of their quality control measures, and the name of the person responsible for enforcing these measures within 14 days of agreement execution.

If required by 45 CFR Parts 160, 162, Or 164, the following provisions shall apply [45 CFR 164.504(e)(2)(ii)]

- (1) The provider hereby agrees not to use or disclose protected health information (PHI) except as permitted or required by this agreement, state or federal law.
- (2) The provider agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this agreement or applicable law.
- (3) The provider agrees to report to the Department any use or disclosure of the information not provided for by this contract or applicable law.
- (4) The provider hereby assures the Department that if any **PHI** received from the Department, or received by the provider on the Department's behalf, is furnished to provider's subcontractors or agents in the performance of tasks required by this contract, that those subcontractors or agents must first have agreed to the same restrictions and conditions that apply to the provider with respect to such information.
- (5) The provider agrees to make PHI available in accordance with 45 C.F.R 164.524.
- (6) The provider agrees to make PHI available for amendment and to incorporate any amendments to PHI in accordance with 45 C.F.R. 164.526i.
- (7) The provider agrees to make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528
- (8) The provider agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from the Department or created or received by the provider on behalf of the Department available for purposes of determining the provider's compliance with these assurances.
- (9) The provider agrees that at the termination of this contract, if feasible and where not inconsistent with other provisions of this contract concerning record retention, it will return or destroy all PHI received from the department or received by the provider on behalf of the Department that the provider still maintains regardless of form. If not feasible, the protections of this contract are hereby extended to that PHI which may then be used only for such purposes as make the return or destruction infeasible.
- (10) A violation or breach of any of these assurances shall constitute a material breach of this agreement.

b. Coordination with Other Providers/Entities

The provider will participate in complementary work schedules with any/all on-site vendors contracted by the Department for interior or exterior maintenance of the facility during the period of this agreement.

The failure of any Departmentally-approved subcontractors to perform tasks assigned to them by the vendor does not relieve the provider of any

accountability for tasks or services that the provider is obligated to perform pursuant to the agreement.

c. Consultation

The provider agrees to confer and consult with the general services representative in the management of this agreement and on any disputes or operational problems resulting from this agreement.

d. Notification

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

e. Affidavits

All employees of the provider who enter Department premises shall execute an affidavit stating awareness of the scope of confidential material as defined in this agreement, their responsibility to protect such confidential material, and the penalties for violations of that responsibility.

Executed affidavits for provider employees assigned to perform services at the Northeast Region Headquarters building are to be submitted to the Department prior to the effective date of this agreement or individual employee hire.

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

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

Trash and Refuse Removal from Offices

Remove only the material found within the confines of a bona fide trash container. Boxes are not considered trash containers. Nothing more should be removed from office areas. Any paper material found on office floors should be placed on the nearest desk or table. Refuse material found in boxes outside the office area in the hallway and clearly marked trash, garbage, for disposal, etc., may be removed. If you are ever in doubt, check with your supervisor before disposing of anything that is not in a bona fide trash container. **There is no margin for error.**

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

g. Security Measures

To maintain security of the Northeast Region Headquarters and its grounds, security badges are to be returned to General Services, Northeast Region, within

24 hours of termination. If this occurs Friday, after hours or on holiday, written notification must be received no later than 9:00 AM the next working day to enable access deactivation. Provider management staff will secure all badges of terminated employees until the following business day should a termination occur after regular business hours. Provider staff security clearance to the building will be determined exclusively by the Department and dictated by need and level of responsibility. Provider's supervisory personnel will distribute and collect all evening shift access badges each shift and lock these in a secure area within the designated provider's office until the following evening following staff departure. Under no circumstances are provider staff allowed to utilize each other's security badge, work without identification visible or access Departmental areas restricted from vendor entry.

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

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

7. Department Responsibilities

The Department will provide technical assistance as needed or requested to assist the provider in meeting the terms and conditions of the agreement.

C. METHOD OF PAYMENT

1. Payment Clauses

This is a fixed price (unit cost) agreement. The Department shall make payment to the provider for the delivery of service units provided in accordance with the terms of this agreement for a total dollar amount not to exceed (**Dollar Amount**), subject to the availability of funds. The Department agrees to pay the amount of (**insert Dollar Amount**) per unit of service. If the agreement is renewed for any period of time allowed per section D.1, the maximum unit rates shall be **TBD, TBD, and TBD** for FY 2014-2015, FY 2015-2016, and FY 2016-2017, respectfully subject to the availability of funds.

2. Invoice Requirements

The Department shall make payment to the vendor for the delivery of service units on a per-month basis. The provider shall request payment on a monthly basis through submission of a completed invoice, **Exhibit C**, including name, address, and agreement number of the successful provider. The invoice shall be received by the Department at the address shown on the standard contract, page seven, within 15 days following the end of the month for which payment is being requested. Payments may be authorized only for services provided in accordance with the terms and

conditions of this contract. A list of all staff, including any terminated during the month, shall accompany the invoice and certification statements attesting to the completion of monthly tasks defined in **Exhibit A**.

3. Advance Payment

Not applicable to this agreement.

4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to subsection 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the provider shall pay to the State.

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

The provider shall receive a credit of any Transaction Fee paid by the provider for the purchase of any item(s) if such item(s) are returned to the provider through no fault, act, or omission of the provider. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the provider's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the provider in default and recovering procurement costs from the provider in addition to all outstanding fees. PROVIDERS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

D. SPECIAL PROVISIONS

1. Agreement Renewal

This agreement may be renewed for a period not to exceed three years or for the term of the original agreement, whichever period is longer. Such renewal shall be made by mutual agreement and shall be contingent upon satisfactory performance evaluations as determined by the Department and shall be subject to the availability of funds. Any renewal shall be in writing and shall be subject to the same terms and conditions as set forth in the initial contract.

2. Expiration or Termination of the Agreement

In the event of expiration or termination of this agreement for any reason, the Department will continue to pay for janitorial services under a Purchase Order at the

rates specified by the agreement pending the implementation of a contract with a new provider.

3. Insurance

- a. The provider shall not commence any work in connection with this agreement until they have obtained all of the following types of insurance required by law. All insurance policies shall be with insurers qualified and doing business in Florida.

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

b. Worker Compensation Insurance

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

c. General Liability Insurance

During the life of the agreement, the provider shall secure and maintain a comprehensive general liability insurance policy or policies. Such insurance shall protect the Department from claims for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this agreement, whether such operations be performed by the provider or by anyone directly employed by the provider. Minimum required coverage is as follows: \$100,000.00 per person and \$300,000.00 each occurrence, and property damage insurance of at least \$100,000.00 for each occurrence.

4. Protection of Confidential Material

Employees and agents of the Department are bound by an obligation to protect material deemed confidential by law and are subject to administrative, civil, and criminal penalties for breach of said obligation. When performing its duties under this contract, the provider is granted physical access to storage and working areas containing confidential material, as defined in this contract in the Definition of Terms. The provider acknowledges that during this access, the provider is deemed agent of the Department for purposes relating to the care and protection of confidential material and as such, the obligation of the Department and its employees to protect and preserve confidential material is also the obligation of the provider. The provider acknowledges that the provider is subject to administrative, civil, and criminal penalties under applicable law for breach of its obligation. In addition, the provider shall indemnify the Department of any and all damages the Department incurs as a direct or indirect result of the provider's breach of its obligation to protect confidential material.

5. Liability Insurance Coverage

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

6. List of Exhibits

- a. Exhibit A – Staff Requirements and Work Specifications**
- b. Exhibit B - Janitorial Services Inspection Checklist**
- c. Exhibit C - Invoice**

EXHIBIT A

STAFFING REQUIREMENTS/CRITERIA

I. GENERAL REQUIREMENTS/CRITERIA

A. Staff Conduct

1. The Vendor's staff will not display favoritism to or preferential treatment of, building occupants over any others.
2. The Vendor's staff will not deal with any building occupant except in a relationship that supports services under this Purchase Order. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from a building occupant or a building occupant's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to building occupants, their family or close associates.
3. The Vendor's staff will not enter into any business relationship with building occupants or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
4. The Vendor's staff will not have outside contact (other than incidental contact) with a building occupant being served or their family or close associates, except for those activities that are to be rendered under the Purchase Order.
5. The Vendor's staff will not engage in any conduct which is criminal in nature or which would bring discredit upon the Vendor or the State. In providing services pursuant to this Purchase Order, the Vendor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
6. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct will be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Vendor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Vendor to appropriate action, up to and including termination of this Purchase Order.
7. The Vendor will report in writing any incident described above or requiring investigation by the Vendor to the Contract Manager or their designee within twenty-four (24) hours of the Vendor's knowledge of the incident.
8. The Vendor's staff will be required to dress appropriately for public contact with proper janitorial company logo or uniform at all times while in the Roberts Building.

9. The Vendor's staff will use cleaning chemicals and equipment in accordance with manufactures instruction and industry standard safety practices.

B. Staff Background/Criminal Record Checks

The Vendor will only assign staff through the life of this Purchase Order that have passed the Local Law Enforcement Florida Crime Information Center background/criminal records check. These background checks will be conducted by the Vendor at the Vendors' expense, and may occur or re-occur at any time during the Purchase Order period. The Vendor is responsible for providing supporting documentation, such as but not limited to: final disposition paper (s) or judgment/sentence to the Contract Manager prior to assigning individual staff.

C. Staff Hours of Work

1. The assigned day porter work hours are on site from 8:00 AM to 5:00 PM (eight hours of work) Monday through Friday (excluding State Holidays), with one hour for lunch break.
2. The evening janitorial staff / crew(s) shall commence cleaning operations no earlier than 7:00 PM on Monday through Friday evenings.
3. During evenings, weekends and holidays, there will be a designated, accountable supervisor on site. This individual is responsible for satisfactory completion of the Scope of Work and supervision of the janitorial staff.

EXHIBIT A (con't)

**WORK SPECIFICATIONS FOR JANITORIAL SERVICES
5920 ARLINGTON EXPRESSWAY
JACKSONVILLE, FLORIDA 32211**

The vendor agrees to furnish janitorial and cleaning services as part of this agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies to include all plastic trash receptacle bags used for trash in restrooms and desk side cans as required. Toilet paper, paper towels, hand soap, seat liners, air fresheners and batteries will be supplied by the Department of Children and Families.

The space to be cleaned consists of approximately: **75,500 Sq. Ft**

Evening cleaning of the facility shall commence no earlier than 7:00 PM weekdays and be accomplished in accordance with the following schedule:

<u>AREA</u>	<u>TASKS</u>	<u>FREQUENCY</u>
Entire Building	Remove trash from all interior trash receptacles and place in dumpsters	Daily
Lobbies & Hallways	Dust mop resilient floors	Daily
	Spot damp mop resilient floors	Daily
	Buff resilient floors	Weekly
	Deep scrub floors and topcoat with wax.	Monthly
	Strip floors (including baseboards) and wax.	November/May
	<ul style="list-style-type: none"> All resilient floors will be kept buffed to a high gloss with a high-speed buffer. Wax used on floors shall be acrylic polymer, such as Pioneer Eclipse or equivalent. Any substitute must be approved in writing prior to use by Department. 	
All Carpeted Areas	Vacuum	Monday/Wednesday/Friday
	Spot Clean Carpets	Monthly
Conference, Training & Meeting Rooms	Clean/Wipe down tables, credenzas & dry erase boards	Weekly
Atrium Light Fixtures	Dust tops of fixture	Quarterly
Atrium Railings	Dust top rail & clean between railings	Weekly (Top)
DCF ITN:C4-GS-ITN01	49 of 90	Janitorial Services for NE Region Headquarters

		Quarterly (Between)
Hallway/Common Areas	Dust tops of file cabinets & furniture located in hallways/common areas only	Quarterly
Regional Director's Office Room #369	Thorough cleaning of office to include: dust/polish furniture, wipe paneling, dust blinds and windowsills.	Monthly
Restrooms	Maintain in a clean and sanitary condition: floors (damp mop), walls, doors, stalls, partitions, shelves, basins, commodes, urinals, bath facilities, soap and towel dispensers. Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, seat liners, air freshener refills, batteries as needed and soap.	Daily
	Scrub floors and baseboards frames and all partitions.	Weekly
	Clean ceramic tile surfaces (walls & floors) with a strong cleaner or bleach to keep grout uniform in color.	Monthly
Stairwells & Landings	Sweep & spot clean	Daily
	Damp mop.	Weekly
Interior Windows	Clean / wipe windows & window sills	Quarterly
Atrium Stairs	Sweep/clean thoroughly.	Daily
	Damp mop.	Weekly
Lounge, Kitchen/Snack Bar Areas	Clean sinks and wipe off tables and chairs.	Daily
	Clean/polish front & grill of ice machine.	Daily
Service Sinks & Counters Located On Each Floor	Scour sinks & wipe counters	Daily
Water Fountains	Clean and sanitize. Replenish supply of disposable cups.	Daily
Front & Rear Entrances	Spot clean directory and all interior glass, doors and adjacent glass and frames.	Daily
	Sweep all exterior covered Entranceways to the building.	Daily
Trash (Exterior)	Empty and clean all trash receptacles. Liners are to	Daily

be used and changed as needed.

Cigarette Urns/Smoking Areas	Empty and clean all cigarette urns.	Daily
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Elevators	Clean and mop floors. Clean walls & tracks.	Daily
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A walk-through with Department's representative will be conducted at least quarterly to review performance. A walk-through also may be conducted at any time at the request of the Department.

Prior to commencement of the Purchase Order, vendor will submit a written schedule of what tasks will be performed on what dates. The work will then be performed according to that schedule. Spot inspections will confirm the performance schedule, Attachment I, Section B.5., Performance Specifications. .

**Roberts Building
Day Porter Sample Schedule
Hours: 8:00 pm – 5:00 pm**

The following is a sample schedule. Vendor may add duties/tasks to this position for maximum productivity.

Day Porter will be available to handle any special needs that might arise during their shift.

Day Porter will be required to dress appropriately for public contact with proper janitorial logo or uniform within the Roberts Building during regular work hours.

8:00 AM – Check meeting room schedule to determine if noon time set up is required.

8:30 AM – Grounds trash pick-up.

9:00 AM – 3rd Floor: Check director's restroom if accessible at that time; Check Administration's coffee room for towels and wipe down counter and sink. Check 3rd floor restrooms: Check supplies, wipe counter, check urinals and toilets for cleanliness and clean where needed.

9:45 AM – 2nd Floor Restrooms: Check supplies, wipe counter, check urinals and toilets for cleanliness and clean where needed.

10:15 AM – 2nd Floor Snack Bar: Check supplies, wipe down tables and chairs, front of ice machine, sweep up any debris from floor, wipe and clean sink.

10:45 AM – 1st Floor Restrooms: Check supplies, wipe counter, check urinals and toilets for cleanliness and clean where needed; Check coffee room for towels and wipe down counter and sink (includes Quiet Room restroom).

11:00 AM – 1st and 2nd Floor: Clean around all entries and wipe prints off entry glass.

11:15 AM – Empty large trash cans in utility closets on each floor and spot clean floors in hallways and stairways.

Updated: 1/7/13

11:45 AM - Check meeting room schedule and set up auditorium as requested for afternoon meetings (if required).

12:00 PM – 1:00 PM – Lunch

1:00 PM – Empty cigarette urns at all entries and smokers area.

1:15 PM – 3rd Floor: Check director's restroom if accessible at that time; Check Administration's coffee room for towels and wipe down counter and sink. Check 3rd floor restrooms: check supplies, wipe counter, check urinals and toilets for cleanliness and clean where needed.

2:00 PM – 2nd Floor Restrooms: Check supplies, wipe counter, check urinals and toilets for cleanliness and clean where needed.

2:45 PM – 2nd Floor Snack Bar: Check supplies, wipe down tables and chairs, front of ice machine, sweep up any debris from floor, wipe and clean sink.

3:15 PM – 1st Floor Restrooms: Check supplies, wipe counter, check urinals and toilets for cleanliness and clean where needed; Check coffee room for towels and wipe down counter and sink (includes Quiet Room restroom).

3:30 PM – 1st and 2nd Floor: Clean around all entries and wipe prints off entry glass.

3:45 PM – Redo 3rd Floor Restrooms

4:00 PM - Check meeting room schedule and set up auditorium for next day's scheduled events. Rotate recycle bins (as necessary remove full bins & replace with empty bins).

4:30 PM – Vacuum Information Technology (Rooms 130, 157, 158, 159, 163, 166) Redo 2nd Floor Restrooms

5:00 PM – Shift Over.

**EXHIBIT B
JANITORIAL SERVICES INSPECTION CHECKLIST**

Date of Inspection: _____

Inspection to be conducted utilizing **Exhibit A** tasks for **DAILY, WEEKLY, MONTHLY AND QUARTERLY ITEMS**

**COMPLIANCE LEVEL
(MAKE NOTATIONS AS APPROPRIATE)**

TASKS PERFORMED DAILY	SATISFACTORY	UNSATISFACTORY
Examples: Waste receptacles emptied/cleaned as necessary, vacuuming, dust mopping, damp mopping, carpet spot cleaning, restrooms sanitized and cleaned, break rooms wiped down/cleaned, carpet mats cleaned, doorway glass cleaned, walls spot cleaned, appropriate areas polished, outside perimeters cleaned, outside break area wiped down, cigarette receptacles emptied		
TASKS PERFORMED WEEKLY	SATISFACTORY	UNSATISFACTORY
Examples: Window partitions clean and streak free, flat surfaces dusted, baseboards dust free and mop line free, tiled and linoleum floors scrubbed and buffed, scuff marks removed from doors and kick plates, bathroom tile walls cleaned		
TASKS PERFORMED MONTHLY	SATISFACTORY	UNSATISFACTORY
Examples: Furniture vacuumed, baseboards wiped clean, stairwell swept and mopped, hand rails wiped down		
TASKS PERFORMED SEMIANNUALLY	SATISFACTORY	UNSATISFACTORY
Examples: Strip and refinish non-carpeted floors		

Updated: 1/7/13

Specific instructions to vendor on items marked "Unsatisfactory"

Inspected by: _____
Name Title

Note: All inspection records shall be maintained in the contract file.

**EXHIBIT C
INVOICE**

Provider Name: _____

___ **Regular**
___ **Final**

Address: _____

Purchase Order # _____

Time Period: _____ **To** _____ **Date:** ___/___/___

Unit of Service 1	Contract Rate	State Units Provided (one/month)	Billable Amount
One month of Janitorial Services at DCF Northeast Region HQ @ 5920 Arlington Exp. Jacksonville, FL 32211			

TOTAL INVOICE AMOUNT \$ _____
Amount for Reimbursement = \$ _____

I certify that the above invoice is a true and accurate reflection for this period's activities as stipulated in this contract

Signature of Agency Official/Date

Title

<p>APPROVE FOR PAYMENT: () YES () NO</p> <p>_____</p> <p>Contract Manager's Signature</p> <p>Date ___/___/___</p>
--

NOTE: First month in 2013 will be pro rata for partial month from effective date of Purchase Order until end of first month. (e.g. if purchase order is effective 4/15/13, then ½ first month would be allowed)

APPENDIX V - BUDGET SUMMARY AND DETAIL INSTRUCTIONS

The project budget summary should display all costs that will be paid by the Department for the delivery of services resulting from this ITN. Use the Project Budget Summary format and list the appropriate amounts for all line items that will be expended during the budget period. The format displays the suggested line items to be covered for this project, other line items may be added, if necessary. "Miscellaneous" and "Other" are not acceptable line items.

In addition to and in support of the Project Budget Summary, a detailed description must be provided for each line item displaying the methodology used to calculate the total for the line item. Documentation must show the percentage of costs being charged to the Department, if the vendor has another source of income providing funding to this project. Items requiring *estimated* costs must be accompanied by sufficient documentation or explanation to support the estimation. An estimated number of units must be provided for each line item calculated using a unit rate x unit cost calculation. In addition;

- Salaries** provided must be comparable with similar positions in the surrounding labor market and a job description must be provided for each position listed. Include the number of FTEs that will be funded in whole or in part by this project.
- Fringe benefits** must display the calculation of costs, specifically the percentages or rates for each benefit being charged to this project.
- Expenses** should be based on prior history, a reasonable estimated monthly expense or written vendor policy.
- Rental equipment** necessary to carry out the delivery of services must include the unit cost (per month) and the number of months the item(s) will be used.
- Operating capital outlay (OCO) Equipment** to be purchased for use under this project must show the specific equipment, number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased. OCO Equipment has a unit cost \$1,000.00 or more per item.
- Equipment (non-OCO)** to be purchased under this contract (costing less than \$1,000 each) for use under this project must show the number of units to be purchased, the estimated cost for each unit and justification for the item(s) being purchased. Purchased must be estimated in accordance with the State's guidelines found at http://www.fldfs.com/aadir/reference%5Fguide/reference_guide.htm#furniture
- Insurance** costs must provide sufficient documentation to explain the percentage of cost being charged to this project and/or the calculation of the cost and the insurance coverage being provided.
- Indirect costs** being charged to the project must show the percentage of funding required by the vendor to carry out the common or joint tasks covered by this line item. A summary of the expenditures covered by these funds is required.

The following three pages are sample Project Budget Summary, sample Proposed Cost Allocation Plan and a sample Budget Narrative/Justification which are provided as a guide when developing your reply.

SAMPLE**APPENDIX VI – PROJECT BUDGET SUMMARY**

Provider Name

Year 7/1/2014 to 6/30/2015

Budget Line Item	Line Item Totals	Category Total
Personnel Category		
A. Personnel	\$ 49,920.00	
B. Fringe Benefits	\$ 7,488.00	
C. Background Checks	\$ 25.00	
Total Personnel Category:		\$57,433.00
Expense Category		
D. Expenses		
1. Janitorial Supplies	\$ 4,800.00	
2. Equipment Repair	\$ 500.00	
3. Equipment (Non-OCO)	\$ 1,000.00	
	Total Expenses:	\$6,300.00
E. Rental Equipment	\$ 500.00	
F. Insurance	\$ 500.00	
G. OCO Equipment (cost more than \$1,000 per item)		\$ 2,000.00
Total Expense Category:		\$ 9,300.00
Direct Costs Category		
Subtotal Direct Costs:		\$ 66,733.00
H. Indirect/Overhead/Administrative Costs	5% of Total Direct Costs	\$ 3,336.65
Total Annual Project Budget		\$ 70,069.65

Renewal Year # X Monthly Rate \$5,839.13 (Total Annual Project Budget divided by 12 months)

SAMPLE

SAMPLE

APPENDIX VII - PROPOSED COST ALLOCATION PLAN for the Janitorial Services For Northeast Region Headquarters Building

Year 7/1/2014 to 6/30/2015

Line Item	A	B	C		Total
Personnel Category	Hourly Rate	Number of Hours per work Day	Weekly Salary (Column A x B x 5days)		Annual Salary (Column C x 52 weeks)
Lead Custodian	\$13.00	4	260.00		13,520.00
Night Custodian	\$10.00	3	150.00		7,800.00
Night Custodian	\$10.00	3	150.00		7,800.00
Day Porter	\$10.00	40	400.00		20,800.00
Fringe Benefits@ 15%					7,488.00
Subtotal Salary & Fringe					57,408.00
Background Check					25.00
	Monthly Cost				Annual Cost
Janitorial Supplies	400.00				4,800.00
Equipment Repair					500.00
Equipment (Non-OCO)					1,000.00
Rental of Equipment					500.00
Insurance					500.00
OCO Equipment					2,000.00
Subtotal	400.00				9,300.00
Indirect Costs@5%					3,336.65
Total					70,069.65

SAMPLE

SAMPLE

Provider's Name Budget Narrative/Justification

Year 7/1/2014 to 6/30/2015

Personnel: One day porter will be used from 8 AM to 5 PM (40 hour week) during the normal business day to perform the tasks listed within the scope of work for the day porter. Additional tasks may be assigned time permitting.

One Lead Custodian will be assigned for the evening shift with a one hour over lap with the Day Porter to provide continuity of services. This individual will be an on site, working supervisor for both Day Porter and night custodians for a total of 20 hours per week.

Two Night Custodians will be employed 3 hours per night, Monday thru Friday to provide janitorial services as per the scope of work.

All staff will be cross trained to operate floor care equipment for the routine and seasonal care of the floors.

Fringe Benefits: For all staff, to provide FICA, SS, retirement, workers comp. insurance at estimated at 15% of gross salary.

Background Checks: Local law enforcement background checks for each staff member at \$5.00 each for 5 staff (4 regular staff and one substitute staff member to cover for vacations & illnesses).

Janitorial Supplies: To purchase small and large trash can liners, cleaning supplies, floor wax, floor mop heads, buffer pads, dusting cloths, and other consumable items. Estimated to average \$400.00 per month.

Equipment (under \$1,000.00 each item): To purchase non-consumable, small expense equipment for direct use on this job site. Anticipate purchase at least one per floor for efficiency and effectiveness of staff. Items include mop, brooms, large 55 gal. trash cans, buckets, vacuum cleaners, high speed buffers, etc.

Equipment Rental: High speed industrial buffers/strippers for the twice a year stripping of the non-carpeted floors.

Insurance: To purchase appropriate general liability insurance for \$XXX,XXX amount.

Equipment (over \$1,000.00 per item): To purchase a heavy duty, industrial floor buffer for this site.

Indirect/Overhead/Administrative Costs: 5% of gross direct project expenditures. This covers Human Resources, Finance, and Executive Leadership support of this project.

SAMPLE

APPENDIX VI – PROJECT BUDGET SUMMARY

Provider Name

Original Year 4/15/2013 to 6/30/2014			
Budget Line Item		Line Item Totals	Category Total
Personnel Category			
A.	Personnel	\$ -	
B.	Fringe Benefits	\$ -	
C.	Background Checks	\$ -	
			Total Personnel Category:
			\$ -
Expense Category			
D.	Expenses		
1.	Janitorial Supplies	\$ -	
2.	Equipment Repair	\$ -	
3.	Equipment (Non-OCO)	\$ -	
		Total Expenses:	
		\$ -	
E.	Rental Equipment	\$ -	
F.	Insurance	\$ -	
G.	OCO Equipment (cost more than \$1,000 per item)		\$ -
			Total Expense Category:
			\$ -
			Subtotal Direct Costs:
			\$ -
Direct Costs Category			
H.	Indirect/Overhead/Administrative Costs	_____ % of Total Direct Costs	\$ -
			Total Annual Project Budget
			\$ -

Original Year Monthly Rate \$ _____ (Total Annual Project Budget divided by 12 months)

NOTE:

(1) First month in 2013 will be pro rata for partial month from effective date of Purchase Order until end of first month. (e.g. if purchase order is effective 4/15/13, then ½ first month would be allowed)

(2) Original year is scheduled to run from 4/15/13 to 6/30/14 (14.5 months). This will synchronize purchase orders with State Fiscal Years.

APPENDIX VI – PROJECT BUDGET SUMMARY

Provider Name

Renewal Year # 1 Fiscal Year 7/1/2014 to 6/30/2015

Budget Line Item	Line Item Totals	Category Total
Personnel Category		
A. Personnel	\$ -	
B. Fringe Benefits	\$ -	
C. Background Checks	\$ -	
Total Personnel Category:		\$ -
Expense Category		
D. Expenses		
1. Janitorial Supplies	\$ -	
2. Equipment Repair	\$ -	
3. Equipment (Non-OCO)	\$ -	
Total Expenses:		\$ -
E. Rental Equipment	\$ -	
F. Insurance	\$ -	
G. OCO Equipment (cost more than \$1,000 per item)		\$ -
Total Expense Category:		\$ -
Subtotal Direct Costs:		\$ -
Direct Costs Category		
H. Indirect/Overhead/Administrative Costs	____% of Total Direct Costs	\$ -
Total Annual Project Budget		\$ -

Renewal Year # 1 Monthly Rate \$ _____ (Total Annual Project Budget divided by 12 months)

APPENDIX VI – PROJECT BUDGET SUMMARY

Provider Name

Renewal Year # 2 Fiscal Year 7/1/2015 to 6/30/2016

Budget Line Item	Line Item Totals	Category Total
Personnel Category		
A. Personnel	\$ -	
B. Fringe Benefits	\$ -	
C. Background Checks	\$ -	
Total Personnel Category:		\$ -
Expense Category		
D. Expenses		
1. Janitorial Supplies	\$ -	
2. Equipment Repair	\$ -	
3. Equipment (Non-OCO)	\$ -	
Total Expenses:		\$ -
E. Rental Equipment	\$ -	
F. Insurance	\$ -	
G. OCO Equipment (cost more than \$1,000 per item)		\$
Total Expense Category:		\$ -
Subtotal Direct Costs:		\$ -
Direct Costs Category		
H. Indirect/Overhead/Administrative Costs	____% of Total Direct Costs	\$ -
Total Annual Project Budget		\$ -

Renewal Year # 2 Monthly Rate \$ _____ (Total Annual Project Budget divided by 12 months)

APPENDIX VI – PROJECT BUDGET SUMMARY

Provider Name

Renewal Year # 3 Fiscal Year 7/1/2016 to 6/30/2017

Budget Line Item	Line Item Totals	Category Total
Personnel Category		
A. Personnel	\$ -	
B. Fringe Benefits	\$ -	
C. Background Checks	\$ -	
Total Personnel Category:		\$ -
Expense Category		
D. Expenses		
1. Janitorial Supplies	\$ -	
2. Equipment Repair	\$ -	
3. Equipment (Non-OCO)	\$ -	
Total Expenses:		\$ -
E. Rental Equipment	\$ -	
F. Insurance	\$ -	
G. OCO Equipment (cost more than \$1,000 per item)		\$
Total Expense Category:		\$ -
Subtotal Direct Costs:		\$ -
Direct Costs Category		
H. Indirect/Overhead/Administrative Costs	_____ % of Total Direct Costs	\$ -
Total Annual Project Budget		\$ -

Renewal Year # 3 Monthly Rate \$ _____ (Total Annual Project Budget divided by 12 months)

APPENDIX VII - PROPOSED COST ALLOCATION PLAN
for the Janitorial Services For Northeast Region Headquarters Building
Original Year 4/15/2013 to 6/30/2014

Line Item	A	B	C	Total
Personnel Category	Hourly Rate	Number of Hours per work Day	Weekly Salary (Column A x B x 5days)	Annual Salary (Column C x 52 weeks)
Example: Housekeeper	\$10.00	8	\$400.00	\$20,800.00
<insert position title>				
<insert position title>				
<insert position title>				
<insert position title>				
<insert position title>				
<insert position title>				
Fringe Benefits				
	Monthly Cost			Annual Cost
Janitorial Supplies				
Equipment Repair				
Equipment (Non-OCO)				
Rental of Equipment				
Insurance				
OCO Equipment				
Indirect Costs				
Subtotal Monthly Costs				
Total				

NOTE:

(1) First month in 2013 will be pro rata for partial month from effective date of Purchase Order until end of first month. (e.g. if purchase order is effective 4/15/13, then ½ first month would be allowed)

(2) Original year is scheduled to run from 4/15/13 to 6/30/14 (14.5 months). This will synchronize purchase orders with State Fiscal Years.

APPENDIX VII - PROPOSED COST ALLOCATION PLAN
for the Janitorial Services For Northeast Region Headquarters Building
Renewal Year # 1 Fiscal Year 7/1/2014 to 6/30/2015

Line Item	A	B	C		Total
Personnel Category	Hourly Rate	Number of Hours per work Day	Weekly Salary (Column A x B x 5days)		Annual Salary (Column C x 52 weeks)
Example: Housekeeper	\$10.00	8	\$400.00		\$20,800.00
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
Fringe Benefits					
	Monthly Cost				Annual Cost
Janitorial Supplies					
Equipment Repair					
Equipment (Non-OCO)					
Rental of Equipment					
Insurance					
OCO Equipment					
Indirect Costs					
Subtotal Monthly Costs					
Total					

APPENDIX VII - PROPOSED COST ALLOCATION PLAN
for the Janitorial Services For Northeast Region Headquarters Building
Renewal Year # 2 Fiscal Year 7/1/2015 to 6/30/2016

Line Item	A	B	C		Total
Personnel Category	Hourly Rate	Number of Hours per work Day	Weekly Salary (Column A x B x 5days)		Annual Salary (Column C x 52 weeks)
Example: Housekeeper	\$10.00	8	\$400.00		\$20,800.00
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
Fringe Benefits					
	Monthly Cost				Annual Cost
Janitorial Supplies					
Equipment Repair					
Equipment (Non-OCO)					
Rental of Equipment					
Insurance					
OCO Equipment					
Indirect Costs					
Subtotal Monthly Costs					
Total					

APPENDIX VII - PROPOSED COST ALLOCATION PLAN
for the Janitorial Services For Northeast Region Headquarters Building
Renewal Year # 3 Fiscal Year 7/1/2016 to 6/30/2017

Line Item	A	B	C		Total
Personnel Category	Hourly Rate	Number of Hours per work Day	Weekly Salary (Column A x B x 5days)		Annual Salary (Column C x 52 weeks)
Example: Housekeeper	\$10.00	8	\$400.00		\$20,800.00
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
<insert position title>					
Fringe Benefits					
	Monthly Cost				Annual Cost
Janitorial Supplies					
Equipment Repair					
Equipment (Non-OCO)					
Rental of Equipment					
Insurance					
OCO Equipment					
Indirect Costs					
Subtotal Monthly Costs					
Total					

APPENDIX VIII - MANDATORY REQUIREMENTS CHECKLIST

**Mandatory Criteria Checklist
for: Janitorial Services for Northeast Region Headquarters, ITN # C4-GS-ITN01**

Print Vendor's Name (Agency):																																			
Print Name of Department Reviewer (Procurement Manager): Janet McMahan																																			
Signature of Department Reviewer:		Date:																																	
Print Name of Department Witness: F. L. "Zeke" Held																																			
Signature of Department Witness:		Date:																																	
<p>1. Was the response received by the date and time specified in the solicitation and at the specified address?</p> <p><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</p> <p>Comments:</p>																																			
<p>2. Does the reply include the following?</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align:center;">a.</td> <td style="width:70%;">Signed Proof of Signature Authority, naming the vendor and its Authorized Representative (see note at bottom of Section A for acceptable alternatives)</td> <td style="width:25%; text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">b.</td> <td>Master Certification, including the names of vendor and its Authorized Representative and signature of the Authorized Representative.</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">c.</td> <td>A bid Bond, Irrevocable Letter of Credit or Cashier's Check issued in the vendor's name in the Form and Amount Described in Appendix xx.</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail]</td> </tr> <tr> <td style="text-align:center;">d.</td> <td>Evidence of the ability of the vendor to provide a payment and performance bond in the form required by Appendix xx.</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail]</td> </tr> </table>			a.	Signed Proof of Signature Authority, naming the vendor and its Authorized Representative (see note at bottom of Section A for acceptable alternatives)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	b.	Master Certification, including the names of vendor and its Authorized Representative and signature of the Authorized Representative.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	c.	A bid Bond, Irrevocable Letter of Credit or Cashier's Check issued in the vendor's name in the Form and Amount Described in Appendix xx.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail]	d.	Evidence of the ability of the vendor to provide a payment and performance bond in the form required by Appendix xx.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail]																					
a.	Signed Proof of Signature Authority, naming the vendor and its Authorized Representative (see note at bottom of Section A for acceptable alternatives)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail																																	
b.	Master Certification, including the names of vendor and its Authorized Representative and signature of the Authorized Representative.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail																																	
c.	A bid Bond, Irrevocable Letter of Credit or Cashier's Check issued in the vendor's name in the Form and Amount Described in Appendix xx.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail]																																	
d.	Evidence of the ability of the vendor to provide a payment and performance bond in the form required by Appendix xx.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail]																																	
<p>3. Is the "Yes" box in the Master Certification checked for each of the following?</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:5%; text-align:center;">a.</td> <td style="width:70%;">Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document</td> <td style="width:25%; text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">b.</td> <td>Certification of Representations Per Section 9 of PUR 1001</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">c.</td> <td>Certification of Authority to Do Business in Florida</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">d.</td> <td>Statement of No Involvement</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">e.</td> <td>Conflict of Interest Statement (Non-Collusion)</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">f.</td> <td>Certification Regarding Lobbying</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">g.</td> <td>Certification Regarding Scrutinized Companies List</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">h.</td> <td>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">i.</td> <td>Certification Regarding Prior Contractual Obligations</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">j.</td> <td>Certification of Representations Per Sections 287.133 and 287.134, F.S.</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> <tr> <td style="text-align:center;">k.</td> <td>Certification of a Drug Free Workplace</td> <td style="text-align:right;"><input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail</td> </tr> </table> <p>Comments:</p>			a.	Certification of Binding Reply and Acceptance of Terms of ITN and Contract Document	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	b.	Certification of Representations Per Section 9 of PUR 1001	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	c.	Certification of Authority to Do Business in Florida	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	d.	Statement of No Involvement	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	e.	Conflict of Interest Statement (Non-Collusion)	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	f.	Certification Regarding Lobbying	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	g.	Certification Regarding Scrutinized Companies List	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	h.	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	i.	Certification Regarding Prior Contractual Obligations	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	j.	Certification of Representations Per Sections 287.133 and 287.134, F.S.	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail	k.	Certification of a Drug Free Workplace	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail
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k.	Certification of a Drug Free Workplace	<input type="checkbox"/> (YES) = Pass <input type="checkbox"/> (NO) = Fail																																	

4. Has the Department verified that the Vendor is not on the Convicted Vendor List or the Discriminatory Vendor List?

(YES) = Pass

(NO) = Fail

Comments:

Updated: 1/7/13

APPENDIX IX – EVALUATION MANUAL FOR RANKING AND SHORTLISTING

DCF ITN C4-GS-ITN01

STATE OF FLORIDA
DEPARTMENT OF
CHILDREN AND FAMILIES

Janitorial Services for Northeast Region Headquarters

Replies Due 03/11/2013 @ 2:00 PM

**Janet McMahan
Procurement Manager
Dept. of Children & Families
5920 Arlington Expressway
Room 326
Jacksonville, FL 32211**

General Instructions to Evaluators

1. Each evaluator will evaluate all replies that have passed the mandatory criteria. Each evaluation criterion must be scored. Fractional values will not be accepted. Any evaluator's score sheet(s) missing scores will be returned for completion. Scoring must reflect the evaluator's independent evaluation of the proposal to each evaluation criterion.
2. All evaluation team members will assign a raw score for each evaluation criterion using the scale of 0 to 4. Each evaluator shall assign a score for each evaluation criterion based upon his/her assessment of the proposal. The assignment of an individual score must be based upon the following description of the point scores:

Scoring Scale:

0 = no value; vendor has shown no capability, has ignored this area, or has so poorly responded to this criterion that understanding the vendor's response is not possible.

1 = poor; vendor has demonstrated little or no direct capability, or has not adequately covered this area, but there is some indication of marginal capability.

2 = minimally acceptable; vendor demonstrated minimum capability to address the need or requirement.

3 = good; vendor demonstrated more than just adequate capability and a credible approach to the need or requirement.

4 = very good; vendor has demonstrated a solid understanding of the Department's specific need very strong capability and a very good approach to addressing the requirement.

3. When completing their score sheets evaluators should record references to the sections of the solicitation document and the written reply materials, which most directly pertain to the criterion and upon which their scores were based. More than one section may be recorded. Evaluators should not attempt an exhaustive documentation of every bit of information considered but only one or two main places where the information evaluated was found. That information will be used during debriefing to assure that all evaluators considered essentially the same information when scoring. In general, the reference statements should be brief. If the reply does not address an evaluation criterion, evaluators should indicate "not addressed", and score it accordingly.
4. Each evaluator has been provided a copy of the solicitation, all attachments and amendments, and (if applicable) all vendors' inquiries, together with the written answers provided by the Department. Each evaluator will also be provided with a copy of each solicitation response which should be screened, evaluated, and scored according to the instructions provided in the solicitation and the evaluation manual.
5. Replies shall be independently scored by each member of the evaluation team. No collaboration is permitted during the scoring process. The same scoring principles must be applied to every reply received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair and open

competitive procurement. No attempt by Department personnel or others, including other evaluators, to influence an evaluator's scoring shall be tolerated.

6. If any attempt is made to influence an evaluator, the evaluator must immediately report the incident to the Procurement Manager. If such an attempt is made by the Procurement Manager, the evaluator must immediately report the incident to the Inspector General.
7. The written information submitted will be the basis upon which replies are evaluated and scored. Telephone interviews may be utilized to conduct reference checks. However, only written information contained in the solicitation responses may be evaluated. If applicable, the results of the reference checks will be provided to each member of the evaluation team, but may not be considered in the scoring process.
8. Only the rating sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.
9. Evaluators may request assistance in understanding evaluation criteria and replies only from the Procurement Manager or designee. Technical assistance may be provided at the request of the Procurement Manager by a technical advisor who is not involved in the scoring only when provided to all evaluators simultaneously.
10. Questions related to the solicitation and the evaluations of the reply should be directed only to:

**Janet McMahan
Procurement Manager
Dept. of Children & Families
5920 Arlington Expressway
Room 326
Jacksonville, FL 32211**

11. Following completion of the independent evaluations of the replies, the Procurement Manager or designee will hold a debriefing meeting with the evaluation team. The purpose of the meeting is to ensure that all evaluators have generally used the same information from the vendor's reply as the foundation for their scoring, and that there have been no misunderstandings regarding the meaning of any evaluation criteria. Once scores are given to the procurement manager, they may not be altered in any way.
12. After each evaluator has completed the scoring of every solicitation response, scores will be calculated to determine the total score for each. The evaluation team's recommendation and evaluation scores are then submitted to the Procurement Manager for compilation and for further submission to the Secretary or designee for final contract award decision.
13. The Secretary or designee will review the rankings and supporting materials, and will make the determination of the final award, taking into consideration cost and other evaluation criteria set forth in the Department's solicitation. The Secretary or designee reserves the right to take any additional administrative steps deemed necessary in determining the final award, including additional fact finding or evaluation where necessary and where consistent with the terms of this solicitation and applicable law.

The decision making process used by the Secretary or designee when making the determination of final award will be documented in the procurement file.

The Qualitative Criteria

Evaluators shall assign scores to each of the replies received by the Department based on the following criteria.

1. Understanding of the Statement of Purpose
2. Vendors Organizational Qualifications and Experience
3. Technical Capability Criteria
4. Project Staffing Criteria
5. Vendor's Approach to Maintaining High Quality Services and Issue Resolution
6. Financial Stability Criteria
7. Cost Reply

RATING SUMMARY SHEET
Janitorial Services in the Northeast Region Headquarters

Vendor Name:

Evaluator Name:

Point Values for Janitorial Services Proposal

Criteria Number	Total Possible Score	Weighted Value	Maximum Points	Vendor's Total Weighted Score
1	12	1	12	
2	24	1	24	
3	12	1	12	
4	20	1	20	
5	20	1	20	
6	5	2	10	
Total	Maximum	Points	98	
Total Reply Score				

The maximum score for the Janitorial Services Reply is 98 points.

Point Values for Cost Reply

Criterion Number	Total Possible Score	Weighted Value	Maximum Points	Vendor's Total Weighted Score
7	20	4	80	

The total possible score for the Cost Reply is 80 points.

Criteria for Understanding of the Statement of Purpose:

These criteria are used to assess the vendor's understanding of the Department's purpose for issuing the solicitation and its overall capacity for meeting the Department's requirements and for successfully serving the Department's clients including:

- How well does the reply demonstrate the vendor's competence, capabilities, approach, and understanding of the need for services and provision of necessary supplies?
- Can the vendor supply objective and verifiable past performance evaluations, monitoring reports, professional journal articles, etc. that demonstrate a record of integrity, competence, and satisfactory service delivery?
- How well does the reply provide a general overview of the vendor's purpose and activities and to what extent is it compatible or consistent with the goals of the services described in this solicitation?

RATING SHEET FOR THE JANITORIAL SERVICES REPLY
Janitorial Services in the Northeast Region Headquarters

Vendor: _____

Evaluator Name: _____

Response to _____ Reply Tab ____ ; Addressing Sections _____	
<u>CRITERION 1 – Understanding of the Purpose of the Services</u>	
How well does the reply demonstrate the vendor’s competence, capabilities, approach, and understanding of the purpose for services?	
Considerations (Rate each consideration from 0 to 4). How well does the reply address the following areas?	
a) The vendor’s understanding of the needed services.	
b) The vendor’s understanding that successful outcomes are dependent on an array of a services, supplies and resources.	
c) Plans to make services and resources accessible with attention to flexible hours of operation.	
(Possible = 12) Total:	
Weighted Value:	1
(Total Possible = 12) TOTAL WEIGHTED SCORE:	
REFERENCES: 	
NOTES: 	

Organizational Qualifications and Experience Criteria:

The purpose of this section is to provide the Department with a basis for evaluating the vendor's organizational qualifications for undertaking this project, including:

- Does the vendor have a demonstrated history of performing work or projects that are similar to the duties of the project?
- Does the reply demonstrate the vendor was successful when performing similar work as evidenced by three letters of reference from current customers (less than two years old)?
- Does the reply address and describe an organizational structure and approach that are indicative of likely success in delivering the requested services?
- Does the reply demonstrate the full and complete corporate or organizational commitment to meeting the Department's requirements?
- Has the vendor received any awards, honors, or other public recognition for performing the same or similar work.
- How well does the vendor's reply demonstrate a satisfactory record of integrity, judgment, and performance?
- Does the vendor have any prior experience with the Department or other state agencies and how well did it perform?

RATING SHEET FOR THE JANITORIAL SERVICES REPLY
Janitorial Services in the Northeast Region Headquarters

Vendor: _____

Evaluator Name: _____

Response to _____
 Reply Tab ____ ; Addressing Sections _____

CRITERION 2 – Organizational Qualifications and Experience

How well does the reply demonstrate the vendor’s organizational qualifications and experience for fulfilling the requirements associated with service delivery?

Considerations (Rate each consideration from 0 to 4).

How well does the reply address the following areas?

a)	Does the vendor have a demonstrated history of performing work or projects that are similar to the duties of the project?	
b)	Does the reply demonstrate the vendor was successful when performing similar work?	
c)	Does the reply address and describe an organizational structure and approach that are indicative of likely success in delivering the requested services?	
d)	Does the reply demonstrate the full and complete corporate or organizational commitment to meeting the Department’s requirements?	
e)	Has the vendor received any awards, honors, or other public recognition for performing the same or similar work.	
f)	Vendor’s three letters of reference attest to vendor’s significant ability to clean and maintain offices/building of this size and scope. Letters were from customers within last two years.	
<i>(Possible = 24)</i> Total:		
Weighted Value:		1
<i>(Total Possible = 24)</i> TOTAL WEIGHTED SCORE:		

REFERENCES:

NOTES:

Technical Capability Criteria:

The purpose of this section is to provide the Department with a basis for evaluating the vendor's technical capabilities for undertaking this project, including:

- Does the vendor have the necessary janitorial equipment, staff, and qualifications to perform the duties of the project?
- Does the reply address and describe the availability of adequate systems to support the project's financial, administrative, supplies and services requirements?
- Does the reply address and describe the issue of requested reports, including ad hoc reporting requirements necessary to support management and oversight, including information required by the Department to monitor the vendor's performance and service delivery?

RATING SHEET FOR THE JANITORIAL SERVICES REPLY
Janitorial Services in the Northeast Region Headquarters

Vendor: _____

Evaluator Name: _____

Response to _____	
Reply Tab ____ ; Addressing Sections _____	
<u>CRITERION 3 – Technical Capability</u>	
How well does the reply demonstrate the vendor’s technical capability fulfilling the requirements associated with service delivery?	
Considerations (Rate each consideration from 0 to 4).	
How well does the reply address the following areas?	
a)	Does the vendor have the necessary janitorial equipment, staff, and qualifications to perform the duties of the project?
b)	Does the reply address and describe the availability of adequate systems to support the project’s financial, administrative, supplies and services requirements?
c)	Does the reply address and describe the issue of requested reports, including ad hoc reporting requirements necessary to support management and oversight, including information required by the Department to monitor the vendor’s performance and service delivery?
(Possible = 12) Total:	
Weighted Value:	
(Total Possible = 12) TOTAL WEIGHTED SCORE:	
REFERENCES:	
NOTES:	

Project Staffing Criteria:

The purpose of this section is to provide the Department with a basis for evaluating the number and qualifications of the vendor's administrative, project, direct service, professional and other licensed personnel to properly deliver services including:

- Does the reply defines the specific positions for all staff including:
 - roles in the overall organization structure
 - staffing levels for all project tasks
 - relative education required
 - relative work experience required
 - number of full-time, part-time staff proposed
- Does the reply describes the proposed assignment of staff and associated supervision, including, at a minimum:
 - a description of how the staff will be assigned to address all functions associated with the proposed statement of work, program, or project, and
 - specific numbers, qualifications, licenses, credentials and roles of each supervisor or manager assigned to the project.
- Does the reply includes an organizational chart, which identifies staff relationships, all positions devoted to the project, geographical location for each employee, and the amount of time each employee shall devote to the project?
- Does the reply include resumes and references for all employees assigned to the contract?
- Does the reply identify the key personnel required by the solicitation, which includes the name of the person(s) being proposed in each staff classification and the page number in the reply where the resume for each person can be found?
- Does the proposed vendor's staff meet the background screening/security requirements necessary to deliver the desired services? If staff are to be hired, did reply adequately describe how they will obtain the required background screening?

RATING SHEET FOR THE JANITORIAL SERVICES REPLY
Janitorial Services in the Northeast Region Headquarters

Vendor: _____

Evaluator Name: _____

Response to _____
 Reply Tab ____ ; Addressing Sections _____

CRITERION 4 – Project Staffing

How well does the reply demonstrate the adequacy and professional capabilities of the vendor's staffing to fulfill the requirements associated with service delivery?

Considerations (Rate each consideration from 0 to 4).

How well does the reply address the following areas?

a)	Does the reply define the specific positions for all staff?	
b)	Does the reply describes the assignment of staff and associated supervision?	
c)	Does the reply includes an organizational chart, which identifies staff relationships, all positions devoted to the project, geographical location for each employee, and the amount of time each employee shall devote to the project?	
d)	Does the reply identify the key personnel required by the solicitation, which includes the name of the person(s) being proposed in each staff classification and the page number in the reply where the resume for each person can be found?	
e)	Does the proposed vendor's staff meet the background screening/security requirements necessary to deliver the desired services or describe process for obtaining background screening?	
<i>(Possible = 20)</i> Total:		
Weighted Value:		1
<i>(Total Possible = 20)</i> TOTAL WEIGHTED SCORE:		

REFERENCES:

NOTES:

Approach to Maintaining High Quality Services and Issue Resolution Criteria:

The purpose of this section is to provide the Department with a basis for evaluating the vendor's approach to quality management and issue resolution for ensuring that services will be delivered in accordance with its response to the solicitation and the final negotiated agreement including:

- Does the reply contain a quality assurance plan describing a comprehensive structure and system for the project quality?
- Has the vendor provided evidence that former clients have been, and current clients are, satisfied with the number and qualifications of managers assigned to manage similar contracts
- Does the vendor's overall approach to the organization of the project adequately address the scope and complexity of the contract tasks to ensure quality service?
- Does the vendor have an effective quality control system that quickly identifies service delivery deficiencies, systematically assesses root causes and develops solutions, and efficiently implements solutions including continued feedback and follow-up actions?
- Does the reply address and describe a successful history of overcoming problems encountered during service delivery and an organization that achieves established objectives in a timely and cost effective manner?

RATING SHEET FOR THE JANITORIAL SERVICES REPLY
Janitorial Services in the Northeast Region Headquarters

Vendor: _____

Evaluator Name: _____

Response to _____	
Reply Tab ____ ; Addressing Sections _____	
<u>CRITERION 5 – Approach to Maintaining High Quality Services and Issue Resolution</u>	
How well does the reply demonstrate the adequacy and professional capability of the vendor to properly manage all of the staff, activities, and resources that will be required to fulfill the quality requirements of the project?	
Considerations (Rate each consideration from 0 to 4).	
How well does the reply address the following areas?	
a)	Does the reply contain a quality assurance plan describing a comprehensive structure and system for the project quality?
b)	Has the vendor provided evidence that former clients have been, and current clients are, satisfied with the number and qualifications of managers assigned to manage similar contracts?
c)	Does the vendor’s overall approach to the organization of the project adequately address the scope and complexity of the contract tasks to ensure quality service?
d)	Does the vendor have an effective quality control system that quickly identifies service delivery/supply deficiencies, systematically assesses root causes and develops solutions, and efficiently implements solutions including continued feedback and follow-up actions?
e)	Does the reply address and describe a successful history of overcoming problems encountered during service delivery and an organization that achieves established objectives in a timely and cost effective manner?
(Possible = 20) Total:	
Weighted Value:	
1	
(Total Possible = 20) TOTAL WEIGHTED SCORE:	

REFERENCES:	
NOTES:	

Financial Stability Criteria:

The purpose of these criteria is to provide the Department with a basis for evaluating the vendor's financial capabilities for undertaking this project, including.

- How well does the vendor demonstrate the financial stability required to fulfill the terms and conditions of the contract?
- Does the reply provide two (2) years of financial information including any of the applicable statements?
 - Statements of Financial Position
 - Statements of Cash Flow
 - Auditors' Reports
 - Federal Income Tax Return
 - Any other relevant statistical information
- Does the vendor have adequate financial resources for performance of the proposed project, or have the ability to obtain necessary financial resources before beginning performance?
- Does the vendor possess adequate cash or operating capital to meet projected monthly operating expenses pending receipt of first, and subsequent contract payments?

RATING SHEET FOR THE JANITORIAL SERVICES REPLY
Janitorial Services in the Northeast Region Headquarters

Vendor: _____

Evaluator Name: _____

Response to _____	
Reply Tab ____ ; Addressing Sections _____	
<u>CRITERION 6 – Financial Stability</u>	
How well does the vendor demonstrate the financial stability required to fulfill the terms and conditions of the contract?	
Considerations (If 3 yes, score 5 points; If 2 yes, score 3 points; if 1 yes, score 1 point; if no yes, score zero points).	
How well does the reply address the following areas?	
a) Does the reply provide two (2) years of financial information	
b) Does the vendor possess adequate cash or operating capital to meet projected monthly operating expenses pending receipt of first, and subsequent contract payments (estimated 3 months)?	
c) Did the vendor score a 9 or above on the Financial Stability Worksheet?	
<i>(Possible = 5)</i> Total:	
Weighted Value:	2
<i>(Total Possible = 10)</i> TOTAL WEIGHTED SCORE:	
REFERENCES:	
NOTES:	

RATING SHEET FOR FINANCIAL STABILITY
Janitorial Services in the Northeast Region Headquarters

Vendor: _____

Evaluator Name: _____

Financial Stability																
Addressing ITN Sections _____																
<u>FINANCIAL STABILITY WORKSHEET</u>																
Copies of vendors' independent financial and compliance audit reports and/or certified financial statements for the three most recent fiscal years. The copies should include all applicable financial statements, auditor's reports, management letters, and any corresponding re-issued audit components. If the vendor does not have audit reports for the three most recent years, reviewed or compiled financial statements with the applicable Certified Public Accountant's report should be submitted.																
Considerations: Please assign the point value achieved in each section below. The total score for sections a-c shall be used on the following Rating Sheet Summary Page for Financial Stability to assign the corresponding points.																
	<p><u>A Current Ratio</u> (Total Current Assets divided by Total Current Liabilities for the most recent year)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 5%;">a)</td> <td style="width: 70%;">1.75 or greater</td> <td style="width: 25%; text-align: right;">4 points</td> </tr> <tr> <td></td> <td>1.25 or greater, but less than 1.75</td> <td style="text-align: right;">2 points</td> </tr> <tr> <td></td> <td>Greater than 1.00 but less than 1.25</td> <td style="text-align: right;">1 point</td> </tr> <tr> <td></td> <td>Less than or equal to 1.00</td> <td style="text-align: right;">0 points</td> </tr> </table>	a)	1.75 or greater	4 points		1.25 or greater, but less than 1.75	2 points		Greater than 1.00 but less than 1.25	1 point		Less than or equal to 1.00	0 points			
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	1.25 or greater, but less than 1.75	2 points														
	Greater than 1.00 but less than 1.25	1 point														
	Less than or equal to 1.00	0 points														
	<p><u>Months of Working Capital</u> (Total Current Assets Less Total Current Liabilities for the most recent year divided by one twelfth of the total expenses for the year as of the date of the financial statement.)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 5%;">b)</td> <td style="width: 70%;">1.75 or greater</td> <td style="width: 25%; text-align: right;">4 points</td> </tr> <tr> <td></td> <td>1.25 or greater, but less than 1.75</td> <td style="text-align: right;">2 points</td> </tr> <tr> <td></td> <td>Greater than 0.80 but less than 1.25</td> <td style="text-align: right;">1 point</td> </tr> <tr> <td></td> <td>Less than or equal to 0.80</td> <td style="text-align: right;">0 points</td> </tr> </table>	b)	1.75 or greater	4 points		1.25 or greater, but less than 1.75	2 points		Greater than 0.80 but less than 1.25	1 point		Less than or equal to 0.80	0 points			
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	1.25 or greater, but less than 1.75	2 points														
	Greater than 0.80 but less than 1.25	1 point														
	Less than or equal to 0.80	0 points														
	<p><u>Independent Auditor's Report, Financial Statement Opinion</u></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 5%;">c)</td> <td style="width: 70%;">Financial Statements "present fairly..."</td> <td style="width: 25%; text-align: right;">4 points</td> </tr> <tr> <td></td> <td>Financial Statements "present fairly...except (minor)</td> <td style="text-align: right;">2 points</td> </tr> <tr> <td></td> <td>Financial Statements "present fairly...except (major)</td> <td style="text-align: right;">1 point</td> </tr> <tr> <td></td> <td>Unaudited Financial Statements presented</td> <td style="text-align: right;">1 point</td> </tr> <tr> <td></td> <td>Financial Statements "do not present fairly..."</td> <td style="text-align: right;">0 points</td> </tr> </table>	c)	Financial Statements "present fairly..."	4 points		Financial Statements "present fairly...except (minor)	2 points		Financial Statements "present fairly...except (major)	1 point		Unaudited Financial Statements presented	1 point		Financial Statements "do not present fairly..."	0 points
c)	Financial Statements "present fairly..."	4 points														
	Financial Statements "present fairly...except (minor)	2 points														
	Financial Statements "present fairly...except (major)	1 point														
	Unaudited Financial Statements presented	1 point														
	Financial Statements "do not present fairly..."	0 points														
ADDED SCORES:																

**RATING SHEET SUMMARY PAGE FOR FINANCIAL STABILITY
Janitorial Services in the Northeast Region Headquarters**

Vendor: _____

Evaluator Name: _____

The averaged score derived from the preceding paragraph, is the final score that is to be recorded for Criterion 6.

- From previous page -

Financial Stability	
Addressing ITN Sections 4.3	
<u>FINANCIAL STABILITY WORKSHEET</u>	
Assign the scores below based on the total derived from the previous page.	
The vendor obtained a score of 10-12 on factors listed on the previous page.	4 points
The vendor obtained a score of 7-9 on factors listed on the previous page.	3 points
The vendor obtained a score of 4-6 on factors listed on the previous page.	2 points
The vendor obtained a score of 2-3 on factors listed on the previous page.	1 point
The vendor obtained a score of 0-1 on factors listed on the previous page.	0 points
Corresponding Score:	
Weighted Value:	x 3
(Total Possible = 12) TOTAL WEIGHTED SCORE:	

Cost Reply Evaluation Criteria:

Cost reply evaluation criteria assess the vendor's proposed compensation for performing the services required by the contract. In this instance the following questions may be considered:

- To what extent does the budget narrative clearly support the proposed specific line items?
- How well does the budget narrative clearly support the project activity or service delivery described in the reply?
- How well do the costs presented in the budget reflect items which are reasonable, allowable and necessary?
- How well are indirect/administrative costs allocated to this project justified in the cost reply?
- Did vendor supply four years budget and budget narrative (original year, renewal year 1, renewal year 2 and renewal year 3)?
- Is the budget and budget narrative appear to be inclusive of all required aspects of the Janitorial services to be provided (e.g. supplies, equipment, staff, supervision, etc).

RATING SHEET FOR THE COST REPLY
Janitorial Services in the Northeast Region Headquarters

Vendor: _____

Evaluator Name: _____

Response to _____	
Reply Tab ____ ; Addressing Sections _____	
<u>CRITERION 7 – Cost Reply</u>	
How well does the reply demonstrate the competitiveness, reasonability, allowable and necessity of the costs proposed for project activities or service delivery?	
Considerations (Rate each consideration from 0 to 4).	
How well does the reply address the following areas?	
a)	To what extent does the budget narrative clearly support the proposed specific line items?
b)	How well does the budget narrative clearly support the project activity or service delivery described in the reply?
c)	How well do the costs presented in the budget reflect items which are reasonable, allowable and necessary?
d)	How well are indirect/administrative costs allocated to this project justified in the cost reply?
e)	Is the budget and budget narrative appear to be inclusive of all required aspects of the Janitorial services to be provided (e.g. supplies, equipment, staff, supervision, etc).
(Possible = 20) Total:	
Weighted Value:	
4	
(Total Possible = 80) TOTAL WEIGHTED SCORE:	

REFERENCES:	
NOTES:	