

TITLE PAGE

STATE OF FLORIDA



ORANGE COUNTY HEALTH DEPARTMENT

REQUEST FOR PROPOSAL

DOH RFP11-037

JANITORIAL SERVICES

Administrative Lead:

Sonja German-Jones, Purchasing Office

Florida Department of Health

4052 Bald Cypress Way

Tallahassee, Florida 32399-1749

FAX: 850/412-1192

Vendor Name_____

Vendor Mailing Address_____

City-State-Zip_____

Telephone Number_____

Email Address_____

Federal Employer Identification Number (FEID)_____

Authorized Signature (Manual)_____

Authorized Signature (Typed) and Title_____

TIMELINE
DOH11-037

EVENT	DUE DATE	LOCATION
RFP Advertised - Released	February 28, 2012	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Mandatory Pre-Bid, Site Visit or Pre-Proposal Conference	March 9, 2012 10:00am	Orange County Health Department 832 W Central Blvd. Orlando Florida 32805
Questions submitted in writing.	Prior to 4:00 PM EST March 12, 2012	Submit to: Florida Department of Health Purchasing – Sonja German-Jones, Ste. 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749 Fax: (850)412-1192 E-mail: sonja_german@doh.state.fl.us
Answers to Questions	March 14, 2012	Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Proposals Due and Opened	Must be received PRIOR to: 2:30 PM EST March 27, 2012	Florida Department of Health Purchasing – Sonja German-Jones, Suite 310 4052 Bald Cypress Way, Bin B07 Tallahassee, FL 32399-1749
Anticipated Evaluation of Proposals	March 29, 2012	
Anticipated Posting of Intent to Award	April 2, 2012	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu

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SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001),

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.

<http://dms.myflorida.com/content/download/2934/11780>

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000).

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.

<http://dms.myflorida.com/content/download/2933/11777>

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The purpose of this Request for Proposal (RFP) is to contract for Janitorial Services for the Orange County Health Department.

3.2 Term

The initial term of the contract resulting from this RFP shall be for twelve months from date of execution with an option to renew for up to three additional One (1) year terms. The estimated annual budget for this project is \$320,000.

3.3 Definitions

- "Proposer" and "Respondent" mean the entity that submits materials to the Department in accordance with these instructions, or other entity responding to this solicitation. The term Vendor may also be used.
- "Proposal" and "Response" mean the complete written response of the Proposer to the RFP including properly completed forms, supporting documents, and attachments.
- "Business hours" means 8 A.M. to 5 P.M. Eastern Time on all business days.
- "Calendar days" counts all days, including weekends and holidays.
- "Contract" means the contract that will be awarded to the successful Respondent under this RFP, unless indicated otherwise.
- "Contractor" or "Provider" means the business entity to which a contract has been awarded by the Department in accordance with a proposal submitted by that entity in response to this RFP
- "Contractor personnel" means any and all persons used by the contractor to perform the contractor's duties under the contract, whatever their relationship with the contractor, be it employee, subcontractor, employee of a subcontractor or otherwise.
- "Department," "DOH" or "Buyer" means Department of Health and may be used interchangeably.
- "Desirable Conditions" means the use of the words "should" or "may" in this solicitation to indicate desirable attributes or conditions, but which are permissive in nature. Deviation from, or omission of, such a desirable feature or condition will not in itself cause rejection of a proposal.

- “Mandatory Requirements” or “Minimum Requirements,” means that the Department has established certain requirements with respect to proposals to be submitted by Respondent. The use of “shall,” “must,” or “will” (except to indicate simple futurity) in this solicitation indicates compliance is mandatory. Failure to meet mandatory requirements will cause rejection of the bid or termination of the Contract/Direct Order.
- “Minor Irregularity,” used in the context of this solicitation and perspective Contract/Direct Order, indicates a variation from the proposal terms and conditions which does not affect the price of the response, or give the respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely impact the interests of the Department.
- “Vendor Bid System” and “VBS” refers to the State of Florida internet-based vendor information system at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu
- “Special needs area” means areas that have to be cleaned during the day, when OCHD personnel on duty.
- “Day Porter” means a member of contractor staff on duty during the day.
- “Custodial services” means the services provided by the contractor under the resulting contract.
- “Common area” means amenities such as [corridors](#), hallways, [lobby](#), toilets provided for the comfort and use of all [users](#) of a [building](#) or building [complex](#).

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 Scope of Service

The purpose of this RFP is to contract with a vendor with demonstrated expertise and success in cleaning and maintaining facilities with a mix of offices and clinics. Service locations range from small clinics and offices to a 64,000 square foot administration and clinic facility.

Services provided under this proposal include furnishing the required labor, supervision, transportation, tools, equipment, materials, and supplies (except those listed in **(Attachment IV- Janitorial Task Frequency List)** necessary for accomplishment of custodial services in accordance with the specifications set out in this RFP.

4.2 Programmatic Authority

The successful respondent must comply with all applicable Federal laws, regulations, action transmittals, program instructions, review guides.

4.3 Major Program Goals

It is the purpose of this contract to have the Orange County Health Department facilities and furnishings free of dust, lint, smudges, stains, mildew, odors, dirt, cobwebs, etc. at all times. The contractor shall provide routine cleaning services listed herein between the hours of 5:00 PM and 12:00 AM Monday through Friday except where noted.

EXCEPTION: Cleaning in special needs areas, as designated by the Contract Manager, may be performed by the day porter or other contractor’s staff during other periods with the consent of the contract Manager. Service shall be performed to complete all work in accordance with specifications herein. Work frequencies shall comply with the "Routine Work Tasks and Frequency Table" specified herein

4.4 Task List

The contractor shall perform the tasks listed below. The Department reserves the right to add or delete tasks performed or amend the frequency with which tasks are performed under this contract. All additions or deletions shall be specified in writing. Any deletions or reduction in frequency shall result in a reduced monthly charge. The cost of additions will be negotiated in coordination with the existing pricing structure. The contract will be amended to reflect any changes.

A. Tasks:

1. Daily Custodial Services: The contractor shall provide daily custodial services to the Orange County Health Department. See **Attachment I** – Service Specifications – Section J. Daily custodial services will include but is not limited to the following:
 - Walls, Windows, and Doors
 - Floor Care and Maintenance
 - Common Area Furniture
 - Drinking Fountains and Telephones
 - Waste Collection and Removal
 - Restrooms and Clinical Exam Rooms
 - Computer Rooms
 - Administrative Offices, Lobbies, and Entrances
 - Cafeterias, Dining Areas, and Lounges
 - Patios and Walkways
2. Weekly Custodial Services: The contractor shall provide weekly custodial services to the Orange County Health Department. See **Attachment I** – Section K. Weekly custodial services will include but is not limited to the following:
 - Ceilings and Vents
 - Walls, Window, and Doors
 - Floor Care and Maintenance
 - Dusting
 - Furniture
 - Drinking Fountains and Telephones
 - Rooms
 - Restrooms and Clinical Exam Rooms
 - Administrative Offices, Lobbies, and Entrances
 - Cafeterias, Dining Areas, and Lounges
 - Patios and Walkways
3. Quarterly Custodial Services: The contractor shall provide quarterly custodial services to the Orange County Health Department. See **Attachment I** – Section L. Quarterly custodial locations will include but is not limited to the following:
 - Administrative Offices, Lobbies, and Entrances
 - Cafeterias, Dining Areas, and Lounges
 - Patios and Walkways
4. Semi-Annual Custodial Services: The contractor shall provide semi-annual custodial services to the Orange County Health Department. See **Attachment I** – Section M. Semi-Annual custodial services will include but is not limited to the following:

- Floor Care and Maintenance
 - Restrooms and Clinical Exam Rooms
 - Walkways
 - Custodial Closets and Storage
5. Annual Custodial Services: The contractor shall provide annual custodial services to the Orange County Health Department. See **Attachment I** – Section N. Annual custodial services will include but is not limited to the following:
- Ceilings and Vents
 - Walls, Windows, and Doors
 - Furniture
 - Waste Collection and Removal
 - Cafeteria, Dining Areas, and Lounges

B. Deliverables:

To obtain full cleaning performance on a daily, weekly, quarterly, semi-annual, and annual basis. See **Attachment I** – Section G.

Detailed specifications of the requested services are provided on **Attachment I - Service Specifications**.

4.5 Additional Tasks

Any activities, tasks, products or materials that would be reasonably necessary in order for the selected respondent to perform in accordance with the Scope of Services and System Specifications and Tasks sections of this RFP are not considered Additional Services. However, if the Department requests the contractor to perform Additional Services (“Additional Task”), the Department shall submit a written request to the contractor for implementing the Additional Services (“Task Request”).

4.6 Task Limits

The contractor shall not perform any tasks related to the project other than those listed in this RFP, Section 4.4 and **Attachment 1** – Service Specifications without the express written consent of the Department.

4.7 Staffing Levels

Each respondent shall include their proposed staffing for technical, administrative, and clerical support. The contractor shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the Department determines that the contractor’s staffing levels do not conform to those promised in the proposal, it shall advise the contractor in writing who shall have thirty (30) days to remedy the identified staffing deficiencies.

The contractor shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the Department with an employee of equal or superior qualifications. The Department’s contract manager will exercise exclusive judgment in this matter.

4.8 Professional Qualification

Participation is open to Janitorial or Custodial companies demonstrating expertise and success in cleaning and maintaining facilities with a mix of administration and clinic settings. Each vendor is required to have the necessary licenses and permits as required by law to conduct business as a professional custodial contractor in Orange County, Florida and must have been in business under the same business name for a minimum of five (5) years.

4.9 Staffing Changes

The contractor shall staff the project with key personnel identified in its proposal. Each proposal is considered by the Department to be essential to this project. Prior to substituting another for any of the proposed individuals the contractor shall notify and obtain written approval from the Department by written justification. This written justification should include a description of the circumstances requiring the changes and a list of the proposed substitutions. The description must be detailed enough to permit the Department to evaluate how or whether the proposed substitutions will impact the project. The Department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel.

4.10 Experience

The response shall include contact information Respondents are required to submit with the proposal contact information for five (5) entities the respondent has provided with services similar to those requested in this solicitation. Vendors shall use **Attachment VIII**, Experience Form of this RFP to provide the required information. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department's determination is not subject to review or challenge.

4.11 Service Delivery Location

Service locations shall be determined by the Department in conjunction with the contractor.

4.12 Service Times

Services will be rendered under the contract resulting from this RFP at times determined between the respondent and the Department to maximize efficiency in effectively executing deliverables. Administrative hours for the respondent are to be flexible to meet the Departments needs.

4.13 Changes in Location

The successful respondent shall notify the Department in writing a minimum of one week prior to making changes in location that will affect the Department's ability to contact the successful respondent by telephone or facsimile.

4.14 Equipment

The successful respondent will be responsible for supplying, at its own expense, all equipment necessary to perform under the contract as outlined in **Attachment I – Service Specifications**.

4.15 Reports

Where the resulting contract 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 resulting contract. The Department, at its option, may allow additional time where the successful respondent may remedy the objections noted by the Department. The Department may, after having given the successful respondent a reasonable opportunity to complete, make adequate or acceptable its response, and declare this agreement to be in default.

Title	Due Date
Monthly Invoice	the 1 st of each month
Employee Roster	the 1 st of each month

4.16 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of “public record” as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Art. I, Sec. 24, Fla. Constitution and Chapter 119, F.S. It is expressly understood that any state contractor’s refusal to comply with these provisions of law shall constitute an immediate breach of the contract resulting from this RFP entitling the Department to unilaterally terminate the contract. The successful respondent will be required to notify the Department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the successful respondent for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During this period, the successful respondent shall provide any documents requested by the Department in its standard word processing format (currently Microsoft Word 6.0). If this standard should change, the successful vendor shall adopt the new standard at no cost to the Department. Data files will be provided in a format directed by the Department.

The successful respondent agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful respondent further agrees to hold the Department harmless from any claim or damage including reasonable attorney’s fees and costs or from any fine or penalty imposed as a result of

failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the Department against the same at its expense.

4.17 Outcomes and Outputs (Performance Measures)

The contractor will be evaluated for effective and efficient fulfillment of the contract terms on a continuous basis. Evaluation will be based on the terms of the contract.

Attachment III – Janitorial Inspection Report shows the format used for periodic performance evaluations.

4.18 Provider Unique Activities

The successful respondent is solely and uniquely responsible for the satisfactory performance of the tasks described in Section 4.4 and **Attachment I**. By execution of the resulting contract the successful respondent 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.

4.19 Coordination with Other Entities

The contractor shall cooperate and coordinate efforts with the Department, and any other entities which may be engaged by the Department to participate with coordination and implementation of the activities outlined in the contract resulting from this RFP.

4.20 Department Obligations

The Department may provide technical support and assistance to the successful respondent(s) within the resources of the Department to assist the successful respondent(s) in meeting the required tasks in Section 4.4 Task List and **Attachment I**. The support and assistance, or lack thereof shall not relieve the successful respondent from full performance of contract requirements.

4.21 Department Determinations

The Department reserves the exclusive right to make certain determinations in these specifications. The absence of the Department setting forth a specific reservation of rights does not mean that all other areas of the resulting contract are subject to mutual agreement.

4.22 Financial Specifications

Funding Source

This project is funded by federal, general revenue, and local funding sources. Estimated annual budget is **\$320,000**.

Invoicing and Payment of Invoice

The contract will be a fixed price contract. The Orange County Health Department shall pay the provider monthly, for the previous month service. Monthly rates are to be determined by dividing the annual contract amount by twelve (12). The provider will submit invoices on a monthly basis to the contract manager. Invoices must be accompanied by supporting documentation consisting of copies of weekly time reports

for all applicable staff. The contract manager will then forward to the facilities manager for review and approval. After the invoice has been approved, it will be processed for payment. The provider will be required to successfully complete all tasks included in Section 4.4 throughout the term of the contract. The vendor will be paid based upon its employee's performance and compliance with the evaluation criteria listed. If the vendor's performance is deemed "below expectation" payment shall be withheld.

Proposers will include a sample invoice in their bid package.

4.23 Cost Proposal

Costs shall be calculated per square foot of serviced space per facility based upon the estimated square footage per facility listed in Attachment II. The cost per square foot per facility will be multiplied by the estimated square foot per facility to determine a monthly total cost per facility, and each facility's monthly cost will be multiplied by 12 to determine each facility's annual cost.

The Department reserves the right to review all aspects of the cost proposal and to request clarification of any cost proposal where the cost component shows significant and unsupported deviation or insufficient detail from industry norms. The proposer will provide a narrative of the estimated costs incurred to carry out and complete the services requested in this RFP. A maximum number of 1,650 points is available for the lowest cost proposal submitted. The following cost formula will be used to determine the number of points available for the proposal under review.

$$\text{Cost Factor} = A/N \times (B) = C$$

Where:

A = Lowest proposed cost (receives maximum points)

N = Proposed cost of Proposal under review

B = Number of total points awarded for lowest cost

C = Score awarded to Proposal under review

4.24 Documentation

Submit the following documentation, including but not limited to:

- Title Page
- Attachment IX - Required Certifications
- Attachment VII – Evaluation Team Criteria

4.25 Responsive and Responsible

The Respondent shall complete and submit the following mandatory information or documentations as a part of the response. Any response which does not contain the information below shall be deemed non-responsive.

- Attachment II – Monthly-Annual Cost Proposal per Location
- Attachment V – Orange County Health Dept Janitorial Supplies Order
- Attachment VIII - Experience Form
- Attachment IV - Janitorial Task Frequency List

- Solicitation Guarantee
- Cost Reference Table
- Staffing and Organizational Capacity as outlined in section 4.28 of this RFP

4.26 Evaluation of Proposal

Each response will be evaluated and scored based on the criteria defined in **Attachment II** – Monthly/Annual Cost Sheet and **Attachment VII** – Evaluation Criteria. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each proposal. The scores of each member of the Evaluation Team will be averaged with the scores of the other members to determine the final scoring. Scoring breakdown is:

Total possible cost score: 500

Total possible evaluation criteria score: 850

Total possible Reference score: 300

Best possible overall score: 1650

The respondent receiving the highest score will be selected for award.

Technical Requirements

Required technical skills and experience include, but are not limited to, the following list:

- Proposers should demonstrate proficiency in cleaning and maintaining a variety of work sites (clinic, administration, meeting, etc.)
- Proposers should demonstrate proficiency in Floor Maintenance (general, hard floors, tile, carpet)
- Demonstrated training experience. A structured training program that includes, but is not limited to, new employee training, OSHA training, blood borne pathogen training, and refresher training. Proposers should demonstrate the capability to train to the specific tasks as outlined in **Attachment I** of this RFP.
- All staff assigned to Orange County Health Department sites must sign a form acknowledging that they understand and will comply with the specific requirements and tasks as outlined in **Attachment I**.
- Understanding of confidentiality requirements

4.27 Description of Approach to Performing Task

The proposal shall include a section to provide insight into the proposer's approach to providing the services specified in this RFP. The proposer will address all areas of work within the Task List, Section 4.4 and Attachment? Service Specifications. The proposers technical approach will demonstrate a thorough understanding and insight into this project. At a minimum this section should address:

- The proposers demonstrated technical knowledge, expertise and ability to meet the specifications as stated in the Service Specifications.
- A detailed explanation of how services will be performed, with consideration for the team structure
- Shall demonstrate a minimum of five (5) year experience in providing janitorial services to government/institutional/commercial janitorial services.

- A detailed narrative on understanding the quality standards set forth by the Department.
- Documented successful experiences providing similar services, including a narrative on previous government/institutional/commercial janitorial contracts.
- Document value for current contracts, including the contracts in the last thirty-six (36) months for hospital or clinical exam facilities.

4.28 Description of Staffing and Organizational Capacity

The respondent's proposal must include:

1. A description of the staff who will provide the service, their qualifications, resumes and their number; and,
2. A table of organization;
3. A synopsis of corporate qualifications, indicating ability to manage and complete the proposed project;
4. Description of similar projects to the one proposed in the RFP that the respondent has previously performed; and;
5. Proof of the respondent's financial stability (such as a financial statement or audit)
 - Proof of bonding or application for bonding
 - Proof of non-profit status
 - Proof of current liability insurance
 - Evidence of physical facilities necessary to provide service
 - Letter of support from organizations
 - Samples of prior work performed
 - Resumes of critical project/program staff
 - Civil Rights Compliance

The respondent's proposal shall include:

- A description and number of the staff who will provide the service, their qualifications, resumes and their number.
- A description of the average nighttime cleaning production of proposed staff.
- A description of any reserve staff proposed to cover absent contractor personnel or project cleanings
- Demonstrate the years of experience for the proposed supervisors
- A table of organization;
- A synopsis of corporate qualifications, indicating ability to manage and complete the proposed project;
- Description of similar projects to the one proposed in the RFP;
- Proof of bonding or application for bonding.
- Proof of current liability insurance.
- Samples of prior work performed.

4.29 Cross Reference Table

In order to assist the respondent(s) in the development of a responsive proposal and to facilitate proposal evaluation by the DOH, the respondent(s) is required to provide a table, which cross references the contents of the offer with the following sections of the RFP. There is no specified or standard format for this table; however the following sample is provided as a suggestion.

RFP Section	Subject	Offer Page
5.1	Title Page	
3.1 & 3.2	Response to Introduction	
4.4 & 4.27	Description of Approach – Task List	
4.28	Description of Staffing	

SECTION 5.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

The following Special Instructions shall take precedence over Section 1.0 General Instructions to Respondents PUR1001 unless a statutorily required provision in the PUR 1001 supersedes.

5.1 Instructions For Submitting Proposals

- Proposals may be sent via U.S. Mail, Overnight, Courier, or Hand-Delivered to the location as identified in the Timeline. Electronic submission of proposals will not be accepted for this solicitation. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- Proposals must be submitted in a sealed envelope/package with the solicitation number and the date and time of the bid opening clearly marked on the outside.
- The Department is not responsible for any envelope which is not properly marked.
- It is the responsibility of the respondent to assure their proposal is submitted at the proper place and time indicated in the Timeline. The Department's clocks will provide the official time for bid receipt and opening.
- **Late proposals/offers will not be accepted.**

5.2 Instructions For Formatting Proposals

- Respondents are required to complete, sign, and return the “Title Page” with their proposals.
- The proposal should be single-spaced. Include 1) table of contents, 2) index, 3) appendices, 4) experience and 5) other support materials.
- The pages should be numbered and one-inch margins should be used.
- The font size and type is at the discretion of the respondent but must be at least as large as the font type you are currently reading (Arial 11).
- One (1) original proposal, five (5) copies of the proposal, and one electronic copy of the proposal on either CD. The electronic copy should contain the entire proposal/offer as submitted, including all supporting and signed documents.

Materials submitted will become the property of the State of Florida. The state reserves the right to use any concepts or ideas contained in the response.

5.3 Public Records and Trade Secrets

Notwithstanding any provisions to the contrary, public records shall be made available pursuant to the provisions of the Public Records Act. If the respondent considers any portion of its response to this solicitation to be confidential, exempt, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other authority, the respondent must segregate and clearly mark the document(s) as “**CONFIDENTIAL.**”

Simultaneously, the Respondent will provide the Department with a **separate redacted paper and electronic copy** of its response with the claimed protected information redacted and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled “**REDACTED COPY.**”

The Redacted Copy shall be provided to the Department at the same time the respondent submits its response and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. The respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to the determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the respondent fails to submit a redacted copy with its response, all records submitted are public records and the Department shall produce all documents, data or records submitted by the respondent in answer to a public records request.

5.4 Respondents Inquiries

These instructions take precedence over General Instruction #5 in PUR1001.

Questions related to this solicitation must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed.

Answers to questions submitted in accordance with the RFP Timeline and/or during a mandatory pre-bid conference, if applicable (see Section 5.4) will be posted on the MyFlorida.com Vendor Bid System web site: http://vbs.dms.state.fl.us/vbs/main_menu.

All inquiries must be submitted to:

Florida Department of Health
Attention: Sonja German-Jones
4052 Bald Cypress Way, Bin B07
Tallahassee, FL 32399-1749
Fax: 850-412-1192
Email: Sonja_German-Jones@doh.state.fl.us

NOTE: FLORIDA LAW:

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

5.5 Mandatory Site Visit / Pre-Proposal Conference

A mandatory site visit /pre-proposal conference visit will be held as indicated in the Timeline. A tour of the facilities will be provided at this time. Attendance at the mandatory site visit is a prerequisite for the Department's acceptance of proposal response. Only respondents that sign the attendance sheet for the mandatory site visit will be considered responsive. Any questions that have been received prior to or during the Site Visit will be answered at the mandatory pre-proposal conference.

The pre-proposal conference is the only open forum available during this competitive solicitation process for answering questions and making clarifications. Attendance at the mandatory pre-proposal conference is a prerequisite for the Department's acceptance of proposal response. Only respondents that sign the attendance sheet for the mandatory pre-proposal conference will be considered responsive. Submitted written questions will be answered at the mandatory pre-proposal conference. The Department reserves the right to answer any additional questions identified at the pre-proposal conference or defer them to a later date identified in the Timeline

5.6 Special Accommodations

Any person who requires special accommodations at DOH Purchasing because of a disability should contact the DOH Purchasing Office at (850) 245-4199 at least five (5) work days prior to any pre-proposal conference, proposal opening, or meeting. If you are hearing or speech impaired, please make contact through the Florida Relay Service, at 1-800-955-8771 (TDD).

5.7 Minority and Service-Disabled Veteran Business – Participation

The Department of Health encourages minority and women-owned business (MWBE) and service-disabled veteran business enterprise (SDVBE) participation in all its solicitations. Respondents are encouraged to contact the Office of Supplier Diversity at

850/487-0915 or visit their website at <http://osd.dms.state.fl.us> for information on becoming a certified MWBE or SDVBE or for names of existing businesses who may be available for subcontracting or supplier opportunities.

5.8 Subcontractors

The successful respondent may, only with prior written approval of the Department, enter into written subcontracts for performance of specific services under the contract resulting from this solicitation. Anticipated subcontract agreements known at the time of proposal submission and the amount of the subcontract must be identified in the proposal. If a subcontract has been identified at the time of proposal submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract that the respondent enters into with respect to performance under the contract shall in any way relieve the respondent of any responsibility for performance of its contract responsibilities with the Department. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

The successful respondent shall provide a monthly Subcontract Report (**Attachment X**) summarizing all subcontracting/material suppliers performed during the prospective contract period. This report shall include the name and address, Federal Employment Identification number and dollar amount expended for any subcontractor. A copy of this form shall be submitted to the DOH Contract Manager of the Department of Health. The Department of Health encourages the use of MWBE and SDVBE vendors for subcontracting opportunities. For assistance locating a certified MWBE or a SDVBE, contact the Department of Health's Minority Coordinator (850-245-4198) or the Office of Supplier Diversity (850-487-0915), as needed.

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

The successful respondent may, only with prior written approval of the Department, enter into written subcontracts for performance of specific services under the contract resulting from this solicitation. Anticipated subcontract agreements known at the time of proposal submission and the amount of the subcontract must be identified in the proposal. If a subcontract has been identified at the time of proposal submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract that the respondent enters into with respect to performance under the contract shall in any way relieve the respondent of any responsibility for performance of its contract responsibilities with the Department. The Department reserves the right to request and review information in conjunction with its determination regarding a subcontract request.

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contact the Department of Health's Minority Coordinator (850-245-4198) or the Office of Supplier Diversity (850-487-0915), as needed.

SECTION 6.0 SPECIAL CONDITIONS

The following Special Conditions shall take precedence over Section 2.0 General Contract Conditions PUR1000 unless a statutorily required provision in the PUR 1000 supersedes:

6.1 Cost of Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a respondent in responding to this solicitation.

6.2 Vendor Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030(3), F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award. Registration may be completed at:
http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors.

Those lacking internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

6.3 Identical Tie Proposals

When evaluating vendor responses to solicitations where there is identical pricing or scoring from multiple vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

6.4 Renewal

This Special Condition takes precedence over General Conditions #26 in PUR1000.

The contract resulting from this solicitation may be renewed, in whole or in part, for a period not to exceed 3 years or the term of the original contract, whichever is longer. The price for each potential renewal shall be submitted with the proposal for evaluation by the Department and shall not exceed 5% of the original proposed price. The renewal may not include any compensation for costs associated with the renewal. Any renewal shall be in writing and subject to the same terms and conditions set forth in the original contract. Any renewal shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

6.5 Verbal Instructions Procedure

The respondent shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department of Health's Purchasing Office may be considered as a duly authorized expression on behalf of the State. Additionally, only written communications from respondents in writing are recognized as duly authorized expressions on behalf of the respondent.

6.6 Addenda

If the Department finds it necessary to supplement, modify or interpret any portion of the specifications or documents during the solicitation period a written addendum will be posted on the MyFlorida.com Vendor Bid System, http://vbs.dms.state.fl.us/vbs/main_menu. It is the responsibility of the respondent to be aware of any addenda that might affect the submitted proposal.

6.7 Unauthorized Aliens

The employment of unauthorized aliens by any vendor is considered a violation of section 274A(a) of the Immigration and Nationality Act, 8 U.S.C. § 1324a (2006). A vendor who knowingly employs unauthorized aliens will be subject to a unilateral cancellation of the resulting contract.

6.8 Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with Florida be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.

6.9 Solicitation Guarantee

All proposals shall be accompanied by a surety bond in the amount of ten percent (10%) of the annual contract value and conditioned upon successful respondent submitting the specified performance bond within ten (10) calendar days following notice of award, in the form and manner required by the purchaser. Failure by a respondent to provide the required solicitation guarantee in the manner stated shall cause the proposal to be considered non-responsive to this solicitation. The solicitation guarantee will be returned after the opening of solicitations to all non-responsive respondents and to the successful respondent after the contract is executed. The cost of the solicitation guarantee shall be borne by the respondent.

6.10 Performance Bond

Within ten (10) days after notification of award, the awarded respondent shall be required to submit a performance bond in the amount of 100% of the annual contract value. If a successful respondent fails to provide the required performance bond within the time designated it shall forfeit its surety bond noted in Section 6.9. The Department, in its sole discretion, will withdraw the award and proceed with the next lowest responsive respondent or reprocure. The bond must be renewed annually before the end of the contract period and must be issued by a surety company licensed to do business in the State of Florida. The cost of the performance bond shall be borne by the respondent.

6.11 Standard Contract/Direct order

Each respondent shall review and become familiar with the Department's Standard Contract and/or Direct order which contains administrative, financial and non-programmatic terms and conditions mandated by federal or state statute and policy of the Department of Financial Services. Use of one of these documents is mandatory for Departmental contracts as they contain the basic clauses required by law. The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. The terms covered by the "DEPARTMENT APPROVED MODIFICATIONS AND ADDITIONS FOR STATE UNIVERSITY SYSTEM CONTRACTS" are hereby incorporated by reference. The standard contract/direct order terms and conditions are **Attachment XI & XII**. Acknowledge acceptance on Required Certifications, **Attachment IX**.

6.12 Licenses, Permits, and Taxes

spondent shall pay for all licenses, permits and taxes required to operate in the State of Florida. Also, the respondent shall comply with all Federal, State & Local codes, laws, ordinances, regulations and other requirements at no cost to the Florida Department of Health.

6.13 Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the Department for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a respondent who responds to a request for information form being eligible to contract with an Department." The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on Required Certifications, **Attachment IX**.

6.14 Termination

This Invitation to Bid Special Condition takes precedence over General Condition #22 and #23 in PUR1000.

Termination shall be in accordance with Department of Health Standard Contract, **Attachment XII**, Section III B or Department of Health Direct order Terms and Conditions, **Attachment XI**.

6.15 Recycled Content

Vendors shall certify in their response, the percentage of recycled content of the material used for printing or certify the material contain no recycled content.

6.16 Conflict of Law and Controlling Provisions

Any contract resulting from this RFP, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

6.17 E-Verify

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors

meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

6.18 Required Certifications

All vendors must sign and return with its response the Required Certifications form, **Attachment IX. Any vendor failing to return the Required Certifications form will be considered nonresponsive**

ATTACHMENT I SPECIFICATIONS

A. SERVICES TO BE PROVIDED AND APPLICABLE SPECIFICATIONS

Scope of work includes furnishing the required labor, supervision, transportation, tools, equipment, materials and supplies necessary for accomplishment of custodial services in accordance with these specifications and subject to all terms and conditions as specified herein.

B. FACILITIES TO BE SERVICED

See Attachment V.

C. VENDOR REQUIREMENTS, STAFFING

1. Company- The Contractor is required to have the necessary licenses and permits as required by law to conduct business as a professional Custodial contractor in Orange County and must have been in business under the same business name for a minimum of five (5) years.
2. Supervisor(s)- The Contractor shall designate in writing the name of the person(s) assigned as the Site representative with full authority to administer the terms of this contract. Site Supervisors shall have a minimum of three (3) years supervisory experience in the institutional/commercial custodial field. The Site Supervisor will be required to verify thoroughness and cleanliness of the facilities after each service prior to dismissal of contractor personnel. Site Supervisors must be on property at all times when services are being performed and/or when any contractor personnel are present. The Site Supervisor shall be responsible for locking of all doors and windows throughout the facilities and activating the alarm each evening. Any and all supervisors assigned to the facility shall have an intimate knowledge of this contract and its various cleaning tasks, equipment and materials so as to be able to both properly train and direct personnel in their individual tasks, to maintain and control an effective inspection and follow up program.

3. Personnel-

- a. All contractor personnel must undergo Florida and national criminal background screening provided by the Orange County Health Department. The results of the screening process, which are usually received within 7-10 days of the application, must be received and reviewed prior to any contractor or subcontractor being allowed to work in any OCHD facility. Contractor will be responsible for paying for each employee's screening fee, currently \$43.25 each occurrence. This fee must be paid in advance by a check or money order made payable to "State of Florida."
- b. The contractor personnel must be under the supervision of the Site Supervisor at all times.
- c. Personnel employed by the contractor shall be competent, trustworthy and properly trained for the work requirements. Resumes may be requested of those individuals who will have a direct role in the performance and supervision of this agreement. Please indicate the specific qualifications of each individual and the role they will play for the duration of the contract.
- d. Identify any subcontractors that will be used to execute this contract. The OCHD reserves the right to approve or reject the use of subcontractors. A profile of general information, background information and relevant experience shall be provided for each subcontractor.
- e. The Contractors' personnel shall be employed on the job a sufficient number of hours required to accomplish all daily tasks in accordance with the Contractors provided schedule to the quality standards set forth in the technical standard portion of this contract. Please see Section F for Procedures for Inspections and Deductions which will be utilized when work is not satisfactorily performed. Section F outlines the deduction criteria that will be used by OCHD in determining deductions for non-performance of work or for work below quality standards. The contractor has the prerogative to either increase the number of contractor personnel on the job or extend the work hours of the shift with prior approval, to ensure compliance with the contract specifications, neither of which shall alter the contract cost.

4. Employee Roster- Contractor must provide an employee roster to OCHD Facilities Manager indicating the number of contractor personnel assigned to perform the work as specified in this contract. The

roster shall include the employee name, the shift in which they are assigned, the hours for assigned tasks, address, telephone numbers, etc. of all persons assigned to perform work as a part of this contract. Any changes during the contract period will also need to be provided. An updated roster must be included with each month's invoice.

5. Unauthorized Personnel- Unauthorized personnel will not be permitted onto OCHD premises. This includes friends, children or any other relatives of contractor personnel.
6. Uniforms/Identification- Contractor shall require contractor personnel to be dressed in appropriate work attire when reporting for duty. Contractor's personnel are to wear a uniform shirt/blouse and display the electronic photographic identification card issued by Orange County Government or the OCHD. Any additional cost incurred resulting from these requirements will be the sole responsibility of contractor.
7. Communication – Contractor shall provide a reliable method with which OCHD staff can communicate with the Day Porters. Example: mobile phones, pagers, two-way radios.

D. UPON AWARD/IMPLEMENTATION CONFERENCE

Contractor is responsible for submitting an initial list of contractor personnel to the OCHD Contract Manager 10 days prior to commencing services under this contract. The contractor personnel list shall include complete name, date of birth, home address and telephone number for each. Each of these contractor personnel must possess a valid form of photographic identification, preferably a State of Florida Driver's License or Identification Card. Names of contractor personnel commencing services after contractor submission of initial list must likewise be furnished to the OCHD contract manager 10 days prior to their being allowed to work in any OCHD facility, subject to criminal background check. Contractor shall be held responsible for the accuracy of the data provided and ensure changes are updated immediately.

E. SECURITY AND SAFETY REQUIREMENTS

1. Keys- Secure, serialized key rings will be assigned to contractor upon signing of key issue record forms. A total of three (3) key rings will be issued for each site. It will be the contractor's responsibility to ensure that these keys are in no way duplicated and are returned to OCHD at the end of the contract period. If any keys are lost, the contractor will be responsible for the cost of replacement keys. The cost for replacement keys is \$10.00 each key plus \$5.00 for the serialized ring. If the contractor

loses a key or key ring, the contractor must immediately (within 1 hour of discovery of the loss) notify the OCHD facility manager, and will, within 48 hours, provide a typed letter, on the Contractor's letterhead, a statement describing the circumstances of the loss, the attempts made to recover the keys, and corrective actions initiated to prevent such a loss from recurring. The contractor shall also be responsible for all costs associated with re-keying the facility if it becomes necessary, in the sole discretion of the OCHD, to do so.

2. Security Issues- Contractor is responsible for the security of all OCHD facilities served by the Contractor. Doors should only be unlocked when cleaning is being conducted. Locked areas that are opened for cleaning purposes must not be left unattended. Exterior doors will not be propped or otherwise left open unless contractor personnel guard such door until it is again closed and secured. Interior doors will not be propped open by inserting any object, such as a broom handle, between the door and its frame on the hinge side. Such actions severely damage doors and hinges, and the contractor will be responsible for repair and/or replacement costs of doors, hinges, door closers, and paint, should such an action cause damage. Windows must be closed and securely latched/locked immediately after cleaning. If the contractor personnel is unable to properly secure any door or window, the site supervisor must immediately notify the OCHD Facilities Manager.
3. Protection of Property and Client Information-
 - a. Protection of Property- The contractor shall at all times guard against damage of, or loss to, OCHD property or the property of OCHD employees, visitors, contractors, or vendors. The Contractor shall be responsible for replacement or reimbursement if such damage or loss is due to negligence or improper/illegal behavior of the contractor personnel. The OCHD may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the contractor, its employees, or its agents. When requested, the Contractor must cooperate with any ongoing investigation involving economic loss or damage to the building or personal property.
 - b. Hazardous Conditions-Any hazardous conditions shall be immediately reported to the OCHD Facilities Manager.
 - c. Maintenance Issues-If the contractor discovers any facility/furnishing/fixture that is defective or otherwise in need of repair, the contractor shall report such item(s) to the OCHD Facilities Manager no later than the morning following its discovery unless such a defect poses an immediate threat to property or persons, in which it will be reported immediately.

- d. Lost & Found Property- Any articles of property found by contractor shall be turned over to the OCHD Facilities Manager during the first day following the discovery of such property.
- e. Use of OCHD Equipment- The Contractor and contractor personnel are prohibited from using OCHD equipment including, but not limited to, coffee makers, microwaves, audio-visual equipment, photocopiers, computers, telephones, FAX machines, tools, and janitorial equipment. Contractor personnel will not touch or remove items from OCHD employees' desks.
- f. Protection of Information-The Contractor shall prohibit contractor personnel from disturbing papers on desks or other work surfaces, and from opening desk drawers, filing cabinets, etc. Contractor personnel must read and acknowledge understanding of the Health Insurance Portability and Accountability Act (HIPAA) prior to being allowed to work in any OCHD facility. These HIPAA acknowledgement forms shall be provided and maintained by the OCHD Security Manager. **Compliance with HIPAA regulations and procedures is mandatory to protect the privacy of OCHD clients. Any violation of HIPAA will be considered grounds for immediate termination of this contract.**

4. **A. SERVICES TO BE PROVIDED AND APPLICABLE SPECIFICATIONS**

Safety- The contractor shall be responsible for ensuring contractor personnel are trained in, and at all times comply with, all applicable Federal, State, and local municipality safety laws, regulations, policies, etc. The contractor shall not permit placing or use of mops, brooms or equipment in traffic lanes or other locations in such manner as to create safety hazards and shall provide appropriate warning signs for slippery floor areas cause by cleaning or floor finishing operations. Contractor personnel shall be required to interrupt their work at any time to allow passage of other persons. All supplies, equipment and machines shall be kept out of traffic lanes and other areas where they might be hazardous and shall be stored and secured at the end of each work period in designated areas. Cloths, mops or brushes containing a residue of wax or combustible material subject to spontaneous ignition shall be removed from the building and disposed of. Cleaning solutions will be disposed of in accordance with environmental laws and requirements.

F. CLEANING SUPPLIES AND EQUIPMENT—STORAGE AND USE

- 1. Custodial Supplies/Equipment- The Contractor shall supply all usual and customary janitorial tools and equipment such as cloths, mops, brooms, buckets, brushes, spray bottles, hoses, vacuum cleaners, carpet extraction machines, buffers, polishers, etc, that are necessary to

perform all work encompassed in these specifications. Vacuums, except those used for exterior use or water extraction, must be certified as High Efficiency Particulate Air (HEPA). All equipment will be kept in safe, serviceable condition at all times. All electrical plugs will have their ground prong intact. No cords shall have frayed wires or twisted or abraded insulation. Defective tools or equipment must be removed from OCHD property and replaced before the next scheduled cleaning day. The OCHD Facility Manager will have sole authority to declare tools or equipment safe and serviceable.

2. Supplies-

- a. OCHD will supply all common cleaning chemicals, paper products, wastebasket liners, sanitary napkin liners and hand soaps necessary for replenishing of dispensers as specified in Attachment IV.
- b. There are two main sites for storing supplies and chemicals. It is the responsibility of the contractor to provide the labor and transportation to distribute these supplies to other OCHD sites.
- c. Specialized chemicals or cleaning supplies such as carpet spotting cleanser, gum or graffiti removers, etc, not identified in Attachment IV, shall be provided by the contractor.
- d. Usage of OCHD-provided cleaning chemicals, paper products, etc. will be monitored and regulated.
- e. The contractor shall be responsible for notifying the OCHD Facility Manager when quantities of supplies or chemicals are low.
- f. The contractor shall be responsible for changing the fragrance cartridges in automatic air fresheners at least once every 30 days, or more frequently if necessary. Contractor will also be responsible for changing the batteries in these dispensers annually or as needed.
- g. Trashcan and wastebasket liners shall be changed daily. The only exception to this is employees' desk cans that are supposed to contain only paper and other recyclables that might not soil a liner. In such a case these can liner may be changed every other day, but only if there is no visible soil or odor. A small quantity of spare liners shall be kept in the bottom of each receptacle to facilitate OCHD staff emptying their own trash and replacing their receptacle's liner if necessary. Sufficient cleaning supplies, properly labeled shall be kept in building as backup so proper cleaning can be done.

3. Storage Rooms/Closets- Space will be provided to the contractor for the proper storage of bulk supplies and the equipment used in the performance of the work of this contract. This space shall be kept in neat, clean, and orderly condition. Janitors closets located at various points

throughout the facilities may be used by the individual cleaners for storing equipment including dust mops, brooms, dust cloths, and other items, with the exception of flammable materials. Mops must be hung from special racks, hooks, etc in such a manner that they do not touch any walls or other porous surfaces that would be damaged by doing so. Wet mops must also be stored in such a manner that they can properly dry each day, and do not drip onto floors, supplies, equipment, etc while drying. Mops must never be stored in mop buckets. Stored equipment or supplies must never block electrical boxes or other fixed equipment. Failure to keep any of the facilities described clean and satisfactory condition may result in the contractor being prohibited from using them. The OCHD Facility Manager will have ultimate authority over the space used by the contractor.

4. Utilities- Electrical power will be furnished by OCHD at existing power outlets for the contractor's use to operate such equipment as is necessary to complete required work. The contractor must ensure that only the electricity and water necessary to perform their tasks is used, and that waste is minimized. Leaking hose bibs, faucets, toilets, urinals, etc, must be reported to the OCHD Facilities Manager immediately upon discovery. All lights that can be turned off **must be turned off before the contractor leaves each facility at the end of each cleaning shift.**

G. PROCEDURE FOR INSPECTIONS AND DEDUCTIONS

It is the objective of the OCHD to obtain full cleaning performance in accordance with the terms of the specifications and at the quality standards of work set forth in this document. Therefore, services performed under this contract shall be subject to regular inspections, and when work is not satisfactorily completed, deductions may be made in accordance with the details below.

1. The OCHD Facility Manager and/or site supervisor will be responsible for conducting routine janitorial inspections. Inspections will be documented, and results of these inspections will be provided to the contractor.
2. The OCHD Facilities Manager will complete a monthly compliance inspection report (Attachment III), which will describe the overall performance of the contractor and will identify in detail any discrepancies that may subject the contractor to monetary deductions. These reports must accompany the contractor's invoices before the OCHD fiscal office will process payment.
3. The OCHD facility manager or Contract Manager will notify the Contractor of all performance issues and complaints by fax or email.

4. The OCHD facility manager or Contract Manager shall maintain a file of all performance issues and complaints against the Contractor. This file shall contain the date, time, building, name of person making complaint, phone number and date/time the Contractor was notified, and/or a copy of the notification email or fax.
5. The OCHD facility manager or Contract Manager shall have the authority to classify a complaint or problem as either minor or major.
6. Minor problems require correction during the next day's normal custodial services. However a continuing record of minor complaints shall result in a deduction. Examples of minor problems are: one trashcan not emptied, small area not vacuumed, toilet tissue in one stall out, etc. Failure of the Contractor to respond to specific complaints as stated above, as well as preventing continuing occurrences of such complaints, may result in deductions of invoiced payments or termination of this contract.
7. Major problems require immediate attention, and shall be required to be responded to within two (2) hours. Failure to respond within the required timeframe will result in a deduction. Examples of major problems are: toilets are not cleaned, exam rooms not cleaned, trash not removed, not stocking sufficient paper products in large areas, etc.
8. Failure to clean an entire building or site shall result in a Non-Performance deduction. Within two (2) hours of notification, the Contractor shall send personnel to the missed site for immediate service. However, this may not relieve the Contractor of being charged the deductions. If the Contractor does not respond within two (2) hours, the OCHD Contract Manager may exercise OCHD's right to terminate for default.
9. Failure of the Contractor to respond to problems within the time limits established above, upon notification from OCHD Facilities Manager, shall result in the following deductions from invoiced payments:
 - a. Minor problems which are not responded to within the established time limits shall result in deduction of one (1) day's cost of cleaning for the entire site. The formula to arrive at the deduction is: Total Cost for Custodial Services for applicable facility divided ($\div$) by the number of work days in the current month, shall equal (=) the amount to be deducted from payment.
 - b. Major problems which are not responded to within the established time limits shall result in a deduction of five percent (5%) of the monthly cost of cleaning for the entire facility. The formula to arrive at the deduction is: Total Cost for Custodial Services for applicable facility multiplied ($\times$) by five percent (5%), shall equal (=) the amount to be deducted from payment.

- c. Three (3) occurrences of Non-Performance that occur in a twelve (12) month period may result in the termination of this contract.
- 10. Other occurrences shall result in the following deductions from invoiced payments:
 - a. Five (5) or more major or minor problems documented for any one month (even when they were responded to in a timely matter) shall result in a deduction of ten percent (10%) of the monthly cost of cleaning for the entire site. The formula to arrive at the deduction is: Total Cost for Custodial Services for Entire Campus multiplied by (×) ten percent (10%), shall equal (=) the amount to be deducted from payment.
 - b. An overall unsatisfactory rating on the monthly compliance inspection by OCHD Facilities Manager shall result in a deduction of ten percent (10%) of the monthly cost of cleaning for the entire site. The formula to arrive at the deduction is: Total Cost for Custodial Services for Entire Campus multiplied (×) by ten percent (10%), shall equal (=) the amount to be deducted from payment.
- 11. An updated employee roster must accompany each month's invoice. If this roster does not accompany an invoice, that invoice will be held for payment until the roster is submitted.

H. CLEANING STANDARDS Quality cleaning shall be expected and required of the Contractor. This section outlines some of the minimum acceptable standards:

- 1. All cleaning shall be accomplished in such a way as to prevent discoloration, damage or disfigurement of the surface being cleaned and surrounding areas. The Contractor shall be responsible for the prompt removal of all debris that is a result of the contractual service.
- 2. Floor Maintenance- General
 - a. For all operations, such as mopping, buffing, etc, in which furniture and equipment must be moved; no chairs, wastepaper baskets or other similar items shall be stacked on desks, tables or window sills. Upon completion of work all furniture and equipment must be returned to its original position.
 - b. Baseboards, walls, fixtures, furniture and equipment shall in no way be splashed, disfigured or damaged during floor care operations.
- 3. Floor Maintenance- Hard Floors
 - a. Proper precautions such as the posting of wet floor signs shall be taken to advise building occupants of wet and/or slippery floor conditions. All tools and equipment shall be maintained in clean condition at all times and neatly stored each night in the assigned storage area/rooms.

- b. Sweeping/Dust Mopping includes brush or dust mop sweeping using an approved dust control treatment or mechanical brush vacuum sweeping, without damage or disfigurement of furniture, doors or trim. A properly swept or dust mopped floor is free of all dirt, sand, soil, dust or dust streaks, grit, lint and debris in all areas.
- c. When damp mopping is required, the hard floor shall be prepared by sweeping and/or dust mopping. All soil/dust/debris will be thoroughly removed from the floor before mopping begins.
- d. Floor mopping will be properly accomplished using three separate mops: one for common area vinyl tile, one for clinical/exam rooms, and one for restrooms. These mops are to be color coded so that staff cannot inadvertently mop a floor with the wrong mop.
- e. Floors will be mopped with a solution of water and specific cleaner for each area that has been mixed to the exact proportions specified by the solution's manufacturer. Mop water will be changed no less than every 250 square feet, or when the mop water starts to turn grey in color.
- f. Floors will be damp mopped, meaning mops will be wetted and then wrung out enough that the mop is wet enough to remove soil but not so wet that the floor takes more than five minutes to dry. Damp mopping utilizes as little water as possible to achieve satisfactory results. A satisfactorily damp-mopped floor has a uniform appearance and is without lint, dust, marks, film, streaks, debris, sand, soil and standing water in all areas.
- g. Damp mopping is supplemented by dry-cleaning as required for spot removal and removal of marks such as those left by from rubber heels.
- f. Ceramic or porcelain floors shall be mopped daily and machine scrubbed once per month. Special attention shall be given to floors around the urinals and commodes for elimination of odors and stains, and to provide a uniformly clean appearance throughout. Corners and areas otherwise inaccessible to the scrubbing machine will be hand scrubbed to a uniform appearance with the machine scrubbed floor.

NOTE: stripping and waxing of resilient vinyl floors will be accomplished by OCHD's third party contractor. The OCHD facility Manager shall notify the janitorial contractor of scheduled stripping and waxing operations. The janitorial contractor will be required to minimally maintain the vinyl floors between stripping and waxing operations by implementing routine proper spray buffing. Prior to buffing floors, the floors shall be properly prepared by thoroughly sweeping and/or dust mopping to remove visible soil and debris, then spot cleaned to remove gum, tar and similar substances from the floor surface. Upon completion of buffing the floors shall again be swept or dust mopped to

removed lint, debris, and wax particles. On completion of buffing, floors shall be clean and free of dirt, soil, streaks, swirls, and other marks, and shall have an overall appearance of cleanliness.

4. Floor Maintenance- Carpeted Floors/Mats

- a. In general, all carpeted areas will be properly and thoroughly vacuumed at the specified frequency with the intent of removing both visible debris and soil and accumulated sand and soil deep in the carpet pile that has been shown to substantially decrease the carpet's life. Only commercial quality HEPA certified vacuums of the type best suited for the site's carpet will be used. In areas where an upright floor vacuum cannot be used, a canister vacuum with the appropriate small attachments will be used, but such canister vacuum will also be HEPA certified.
- b. After vacuuming, all carpets shall be clean, free from dust, soil, sand and other debris such as paper clips, staples, metal fasteners, pencil sharpening shavings, rubber eraser dust, paper pieces, fragments, clippings and punching, mud, sand, rubber bands, etc. Nap on carpets shall lie in one direction, if applicable.
- c. Spot cleaning is the removal of any visible foreign matter found on the floor, mat, rug or carpet and includes but is not limited to, soil, grease, oil, beverages, tar, chewing gum, rust, heel marks, mud, food, etc. Spots shall be removed from rugs or carpets nightly or as they appear, using an acceptable carpet cleaning method. Furniture shall be shielded from carpets until thoroughly dry.
- d. When cleaning entrance or walk-off mats, clean both sides of all mats and remove all gum, sand, soil, stains, and other deposits.

5. Dusting-General Dust shall not be moved from place to place; rather it shall be removed directly from the areas in which it lies by the most effective means—appropriate treated dusting cloths, HEPA vacuum with dusting brush, etc. When doing high cleaning, dust shall not be allowed to fall from high areas onto furniture and equipment below. The following conditions shall exist, after completion of each dusting task.

- a. There shall be no dust streaks
- b. Corners, crevices, molding and ledges shall be free of all dust.
- c. There shall be no oils, spots or smudges on dusted surfaces caused by dusting tools.
- d. When inspected with a flashlight, there shall be few traces of dust on any surface.

6. Dusting-Recommended Methods

- a. The horizontal surfaces of all furniture and equipment shall be dusted with a treated cloth or yarn duster, operated in continuous contact. The manipulation shall be such as to pick up

- dust and not to scatter it. Surfaces shall be free of soil, dust, lint, oily film and streaks.
- b. Dust blinds with properly treated dust cloths or yarn dusters. Properly dusted blinds shall be free of streaks, soil, dust, lint and cobwebs.
- c. Dust light fixtures with treated anti static cloths or yarn dusters. Fixtures are properly dusted when free of soil, dust, lint and cobwebs.
- d. Removal of dust below normal reach (70"), with treated dust cloths or yarn dusters, manipulated so as to pick up dust, soil, lint and cobwebs. Feather dusters and similar dust scattering devices shall not be used. A properly dusted surface is free from dust, cobwebs, dirt, lint, and streaks left from dusters.
- e. Removal of dust from walls, ceilings, and other structural components, pipes, equipment and fixtures above normal reach (70" from floor), with treated dust cloths or vacuum cleaner. Surfaces shall be free from dust, cobwebs, dirt, lint, and streaks left from dusters.

7. Damp-Wiping

- a. Damp-Wiping consists of using a clean cloth or sponge dampened with an approved solution, to remove all soil, spots, streaks, marks, smudges, etc., from walls, glass and other specified surfaces, and the drying to provide a polished appearance. The wetting solution shall contain an appropriate cleaning agent. When damp wiping in toilet areas, an approved germicidal detergent cleaner shall be used.
- b. This task consists of using appropriate cleaning methods for the surface being cleaned and removes any visible matter including but not limited to grease, oil, soil, sand, food, dust, mud, beverages, tar, gum, rust, fragments, clippings, etc. The cleaned surface will have a uniform clean appearance.

8. Emptying/Cleaning

- a. There are two types of trash receptacles in OCHD facilities: recycling, and non-recycling. Likewise there are two separate dumpsters for depositing either recyclable waste or non-recyclable waste. Waste cans at administrative employees' desks are considered to be for recycling regardless of color or exterior markings. These receptacles must be fitted with clear liners and will be emptied into the recycling dumpster unless the employee has deposited non-recyclable materials into their receptacle. In such a case the janitorial staff will not touch the receptacle and will report the event to the Department Facilities Manager. Other recycling receptacles can be found in common areas and will

likewise be fitted with clear liners and will be emptied into the recycling dumpster.

Receptacles for non-recyclable waste will be located in break rooms, cafeterias, common areas, etc. These receptacles will must be fitted with black liners and will be emptied into the non-recyclable dumpster. Any other waste that is not placed into a waste container either because of size or volume, will be removed from the facility and placed into the appropriate dumpster.

Cardboard boxes will be broken down/folded and disposed of in the recycling dumpster.

- b. When washing waste receptacles, remove all stuck-on debris and scrub and/or damp wipe receptacle inside and out with a proper sanitizing solution. Receptacles shall be clean of all deposits, dirt streaks and odors after damp wiping.
- c. If Ashtray/Urns are present on property, they should be emptied and wiped down with a cloth as required to remove and prevent deposits. Properly cleaned ashtrays are free of deposits and butts. The waste from ashtrays and urns shall be emptied into containers and removed to outside collection facilities provided for this purpose. Containers shall be of fire protective type. Contractor shall exercise necessary precautions to avoid fires.

9. Window/Blind Cleaning

- a. After each washing operation, all glass shall be clean and free of dirt, grime, streaks, excessive moisture and shall not be cloudy. Any items moved during operations shall be returned to its original position.
- b. Window trim, sashes, sills, metal and woodwork around interior glass and other such surrounding shall be thoroughly wiped free of drippings and other watermarks.
- c. Cleaners shall use pads to protect windowsills when standing or placing cleaning materials on them and all such pads and/or cloths necessary to protect District property shall be furnished by the vendor.
- d. Any glass that requires cleaning on both sides shall have both cleanings performed on the same day. This includes glass in panels, doors and cases. Plain water or cleaning solutions prepared for this purpose shall be used. Scouring powders shall not be used. Adjacent trim shall be wiped clear with damp cloth and floors cleaned of any drip stains. Glass is clean when all accessible glass surfaces are without streaks, film, deposits, fingerprints, stains and has a uniformly bright appearance.
- e. Window cleaning shall be scheduled and performed as to provide the least inconvenience to occupants. If occupants are seriously inconvenienced, the window washing activities shall be rescheduled at the discretion of OCHD Facilities Manager. Interior

surfaces, frames, sills and screens shall be cleaned. All work in a single room will be completed in the same day the first window in that particular room is started. Windows shall be free of soil, dust and film. Screen frames and sills will be free from dust, soil, lint and insects.

10. Drinking Fountains and Water Coolers

Fountains/Coolers shall be cleaned using approved germicidal detergent and/or cleaning agents acceptable to OCHD. Cabinets and water supply fixtures shall be wiped clean each time the fountain is cleaned. Coolers are cleaned when they are free from stains, streaks, film and mineral build up. Drinking fountains shall be kept free of trash, ink, coffee grounds, etc, and nozzles are free from encrustation.

11. Furniture Cleaning and Polishing

Wood and finished metal surfaces shall receive furniture polish with rubbing as necessary for cleaning, followed by polishing with a clean dry cloth. All plastics and imitation leather coverings shall be cleaned with detergent solution, followed by wiping with cloth dampened in plain clean water. Leather coverings shall be thoroughly cleaned with combination cleaner and polish followed by polishing with a clean dry cloth. When cleaned or polished, all surfaces shall have a uniform appearance, free of deposits, streaks or film. No silicone base polish shall be used.

12. Bright Metal Polishing

Bright metal polishing may be performed by damp wiping and drying with a suitable cloth if a polished appearance is attained. However, if a polished appearance cannot be produced, the OCHD Facilities Manager shall be contacted for direction as to the use of an appropriate metal polish. Metal shall be cleaned only with an approved type cleaner. When cleaned, all surfaces are without deposits or tarnish and with uniformly bright appearance. Cleaner shall be removed for adjacent surfaces.

13. Spot Cleaning

- a. Walls, partitions, doors, furniture and trim shall be cleaned with a damp cloth and detergent, if necessary, to remove spots. All walls, doors, trim, baseboards and other surfaces shall have soil, stains, heel marks, handprints and other disfigurements removed. Area cleaned by spot removal shall be left in condition of surrounding areas without causing unsightly discoloration. Walls and floor adjacent to fixtures shall be free of spots, drippings and watermarks.

- b. This task consists of using appropriate cleaning methods for the surface being cleaned and removes any visible matter including but not limited to grease, oil, soil, sand, food, dust, mud, beverages, tar, gum, rust, fragments, clippings, etc. The cleaned surface will have a uniform clean appearance.

14. China Ware Cleaning

China fixtures (drinking fountains, washbasins, urinals, toilets, etc.) shall be clean and bright; there shall be no dust, spots, stains, rust, mold, encrustation or excess moisture. Fixtures which, through age, are permanently stained and cannot be cleaned to this specification shall be reported in writing to the OCHD Facilities Manager who will, in turn, discuss the issue with the cleaning supervisor and contract representative to assign a new cleaning expectation for these fixtures.

15. Cleaning Walls, Doors and Trim

Cleaning walls, doors and adjacent trim shall consist of scrubbing all surfaces with detergent solution, followed by clean water rinse. When properly cleaned, surfaces are free from soil, deposits, film and have a uniform appearance.

16. Plumbing Fixture and Dispenser Cleaning

This includes water closets, urinals, sinks, soap trays or dispensers and paper dispensers. Scouring powder may be used on plumbing fixtures or ceramic tile to remove stubborn stains or deposits. A toilet bowl cleaner may be used on the inside only of water closets and urinals, if required, on approval by OCHD Facilities Manager. Fixtures and dispensers are clean when free of deposits, stains, film, odors and dispensers replenished. Fixtures which, through age, are permanently stained and cannot be cleaned to this specification shall be reported in writing to the OCHD Facilities Manager who will, in turn, discuss the issue with the cleaning supervisor and contract representative to assign a new cleaning expectation for these fixtures.

17. Cleaning Walls and Wainscots

Cleaning all tile or impervious finish wainscots and toilet stall partitions and doors will be accomplished with an approved germicidal detergent solution followed by plain water rinse and drying with a clean cloth. Abrasive cleaners will not be used on paint or resilient surfaces. All spillage or marking of adjacent surfaces shall be wiped clean with a damp cloth.

18. Policing

This is to include performing of the following tasks at the stated frequencies: picking up and removing all paper, debris, bottles and other discarded materials; maintaining wall-hung and floor-type receptacles in a neat and presentable condition; picking up and removing from areas wads of gum, spots of tar and other foreign substances, tidying up drinking fountains and glass surfaces; mopping up wet areas caused by spillage accidents or inclement weather.

19. Elevators

Elevators shall be thoroughly cleaned daily. Interior surfaces shall be dusted and wiped with a soft cloth and sanitizing solution. Floors will be swept or vacuumed, then damp mopped. Light fixtures will be free from dust, cobwebs, and foreign objects. Door tracks will be vacuumed and scrubbed and/or polished with a cream cleanser to ensure they remain clean and bright/shiny. Stainless steel surfaces will be damp wiped to remove soil, hand prints, skin oils, etc, then will be polished with an approved stainless steel polish. Care must be taken to ensure that stainless steel polish is used properly, and that excess polish does not remain on the elevator surfaces.

I. CUSTODIAL SCHEDULE

1. Custodial work shall be accomplished every evening of a normal OCHD work day between the hours of 5:00 p.m. and 2:00 a.m. Monday through Friday.
2. There may be special events or activities that occur in OCHD facilities that may require a special cleaning schedule. On those days or nights, the OCHD facility Manager will notify the contractor at least 24 hours in advance of the event to discuss the cleaning requirements for the event and to negotiate any additional fees resulting from this special cleaning.

Unless otherwise specified in the attached task frequencies list, the cleaning tasks will be performed according to the following schedule:

J. TASKS TO BE ACCOMPLISHED DAILY

1. Walls, Windows, and Doors - Walls, partitions, windows (inside), window trim, doors, and door hardware shall be spot cleaned.
2. Floor Care and Maintenance-

- a. Carpeted floors in corridors and common areas, including entrances and walk-off mats, shall be completely vacuumed and spot cleaned. All obvious surface soil shall be removed.
 - b. Hard Floors shall be completely swept, vacuumed, or dust-mopped with an approved dust control treatment, then mopped with a neutral disinfectant cleaners mixed to proper proportion with clean water. Mop water will be changed frequently to ensure dirty mop water is not used.
 - c. Stairwells shall be swept or vacuumed and cleared of all leaves, litter, and other debris.
- 3. Common area furniture- Common area furniture such as lobby chairs shall be dusted/vacuumed and spot cleaned daily.
- 4. Drinking Fountains- Drinking fountains (including mouthpiece, splash zones, sides and bases) shall be completely cleaning with an approved germicidal detergent. All chrome/metal surfaces shall be dried and polished. Residue, encrustation and hard water deposits must not be present.
- 5. Waste Collection and Removal-
 - a. All waste receptacles shall be emptied and spot cleaned. Soiled liners shall be replaced. All refuse, debris, rubbish, litter and garbage shall be collected and removed from the buildings and placed in the appropriate dumpster.
 - b. Boxes or cardboard containers shall be collected, flattened and placed in the appropriate recycling dumpster.
 - c. Policing- All refuse, litter, debris, rubbish and garbage generated in or outside of buildings shall be collected, removed and disposed of into the appropriate dumpster.
 - d. Garbage cans and waste receptacles in food preparation or consumption areas such as break rooms or cafeterias shall be emptied, and any food debris or stains shall be removed with a disinfectant cleaner. Liners shall be replaced every day.
 - e. Snack bar and vending machine waste, refuse, debris or garbage shall be removed from the building and disposed of into the appropriate dumpster.
 - f. Rummaging into trash or recycling dumpsters or the removal of articles from these dumpsters is strictly prohibited.
 - g. Outside trash receptacles are to be emptied daily. Stains or debris shall be removed with a disinfectant cleaner. Liners shall be replaced every day.

6. Room Cleaning

These requirements shall apply to all areas or rooms unless more frequent or specific requirements prevail elsewhere in this document. Room cleaning shall include but is not limited to training rooms, labs, shops, conference rooms, workrooms, and the corridor space adjacent to these areas. Toilets, washbasins, splash areas, dispensers, mirrors, water supply fixtures and counter tops shall be cleaned and sanitized in accordance with section titled "Restroom and Clinic". An OCHD-approved tuberculocidal cleaner must be used daily in restrooms and exam rooms.

7. Restrooms and Clinical Exam Rooms-

- a. Floors shall be swept and damp mopped/scrubbed with an OCHD-approved germicidal detergent.
- b. Toilets, toilet seats and urinals shall be cleaned with an OCHD-approved germicidal detergent (inside and outside). Toilet seats shall be cleaned on both sides and left in a raised position. No rust, residue, encrustation or water rings shall exist.
- c. Traps and floor drains shall be maintained free from odor at all times. Floor traps that do not have automatic priming mechanisms or inoperative automatic priming mechanisms shall be manually primed at least once per week by pouring at least one (1) gallon of water containing disinfectant cleaner or specialized chemical such as Consume used according to the manufacturer's instructions into the trap or floor drain.
- d. Washbasins and splash areas shall be thoroughly cleaned with an approved germicidal detergent.
- e. Mirrors, shelving, dispensers, chrome fixtures and piping shall be damp wiped with an approved germicidal detergent and polished dry.
- f. Benches and seats shall be cleaned and sanitized with an approved germicidal detergent.
- g. Paper towel, hand soap, toilet paper and toilet seat covers dispensers shall be spot cleaned and replenished.
- h. Sanitary napkin receptacles shall be emptied, cleaned with an OCHD-approved germicidal detergent, sanitized, dried and a new waxed paper liner shall be installed.
- i. Walls, partitions, shower curtains, switch plates, doors and door hardware shall be spot cleaned and sanitized with an approved germicidal detergent. Special attention shall be given to partitions separating urinals.
- j. Lower walls and partitions (6' and under) shall be cleaned and sanitized with an OCHD-approved germicidal detergent.

8. Computer Rooms-

- a. Dust shall be kept to a minimum.
- b. All horizontal surfaces shall be low dusted with approved anti-static duster.
- c. Floor shall be vacuumed with special attention being given to floor areas under desks.

9. Administrative Offices, Lobbies and Entrances-

- a. All entrances, waiting areas and lobbies shall be maintained in such a manner as to give a superior appearance.
- b. Walls, partitions, fixtures, horizontal surfaces, trim, furniture, planters and glass shall be spot cleaned.
- c. Walk off mats and area under mats shall be cleaned.
- d. Entrance walkways and sidewalks fifty feet (50') in any direction from entrances shall be swept.
- e. Doors (inside and out) including glass, handles, frames, push bars and kick panels shall be cleaned, polished and all residue removed.

10. Cafeterias, Dining Areas and Lounges-

- a. Door glass and entrance glass (6' and under) shall be cleaned (inside and out).
- b. Walls, doors, door hardware and switch covers, shall be spot cleaned and sanitized with an approved germicidal detergent.
- c. Hard floors shall be swept and wet mopped/scrubbed with an approved germicidal detergent.
- d. Chairs and furniture shall be cleaned with an approved germicidal detergent.

11. Patios-

- a. Patio areas shall be swept and spot cleaned.
- b. Furniture, tables, chairs and benches shall be wiped down.
- c. Trashcan receptacles are to be emptied and wiped down on the outside. Outside picnic tables and break areas will be kept clean and free of trash

12. Walkways-

- a. Walkways will be policed, spot cleaned and swept.
- b. Doors, benches, poles and switch covers shall be spot cleaned.

13. Parking lots and grounds-

Parking lots and adjacent sidewalks, lawns, etc, that are a permanent part of OCHD facilities will be policed for litter, debris, etc, daily, whether by a day porter or the night cleaning crew.

14. Elevators-
Elevators will be cleaned to the specifications in H19 daily.

K. TASKS TO BE ACCOMPLISHED WEEKLY

1. Ceilings and HVAC Vents- Vents shall be dusted.
2. Walls, Windows and Doors- Window trim (including ledges) and blinds shall be dusted.
3. Floor Care and Maintenance-
 - a. Baseboards or vinyl cove base shall be swept or dusted clean. Baseboards or vinyl cove base in areas with hard floors will be inspected for splash marks or stains that are a result of mopping, spray buffing, etc. Evidence of such stains or splashes will be removed using a clean cloth dampened with clean water or, if necessary, a solution of clean water and a neutral cleaner.
 - b. Stairwells will be damp mopped the same as other hard flooring. See section H item 3.
 - c. Individual offices and other non-common areas shall be vacuumed.
4. Dusting- All horizontal surfaces shall be high and low dusted. Furniture that is free from excessive decoration or staff members' personal items shall be dusted;
5. Furniture- Common area furniture such as cafeteria and conference room tables shall be cleaned with a germicidal detergent.
6. Drinking Fountains- All drinking fountains shall be scrubbed and scoured to removed rust stains, mineral deposits, etc.
7. Restrooms and Clinics-
 - a. Horizontal surfaces such as windowsills, ledges, grills, ventilation covers and stall partitions shall be high/low dusted and sanitized with an OCHD-approved germicidal detergent.
 - b. Windows (inside) shall be cleaned.
 - c. Trash containers shall be damp wiped with an OCHD-approved germicidal detergent.
8. Administrative Offices, Lobbies and Entrances-
 - a. Office, lobby, entrance and waiting area glass shall be cleaned, both sides.
 - b. Exterior and interior metal entrance doors and handrails shall be damp wiped and polished.
 - c. Ventilation covers shall be cleaned.

- d. Hard floors shall be buffed or burnished in accordance with manufacturers recommended methods and procedures.
9. Cafeterias, Dining Areas and Lounges-
- a. All horizontal surfaces such as ventilation vents door fans, tops of vending machines shall be high and low dusted.
 - b. Doors, door hardware and switch plates shall be cleaned with an approved germicidal detergent.
 - c. All waste receptacles shall be cleaned with an approved germicidal detergent and allowed to air dry.
 - d. Spray buff and/or burnish floor finish.
10. Patios- Trashcan receptacles are to be thoroughly cleaned with a germicidal cleaner. Receptacles with excessive buildup of stained or residue shall be pressure cleaned.

L. TASKS TO BE ACCOMPLISHED QUARTERLY

- 1. Administrative Offices, Lobbies and Entrances- Ventilation covers, walls, windows, furniture, partitions, fixtures and horizontal surfaces, completely damp wiped, high and low dusted. Common area upholstered furniture shall be vacuumed thoroughly, and chair arms or other non-porous surfaces shall be cleaned with an OCHD-approved cleanser. Window treatments (blinds, curtains, etc) shall be dusted and/or vacuumed. Vinyl blinds will be damp-wiped to removed and visible soil or stains. Care must be taken to not pull blinds or curtains from their holders or tracks.
- 2. Cafeterias, Dining Areas and Lounges- Staff lounge refrigerator shall be cleaned and sanitized with approved germicidal detergent (inside and out).
- 3. Patios- Patio areas including non-porous furniture shall be pressure washed and/or scrubbed clean.
- 4. Walkways- Chewing gum and gum residue is to be scraped off walkways.
- 5. Restrooms and Clinic- Walls, partitions, shower curtains, doors and baseboards shall be completely cleaned and sanitized with an approved germicidal detergent. Floors shall be machine scrubbed and sanitized with an approved germicidal detergent.
- 6. Walkways- Covered walkways are to have poles and the underside of the overhead structures cleaned.

M. TASKS TO BE ACCOMPLISHED SEMI-ANNUALLY

1. Ceilings and Vents- Vents and light covers (inside and out) shall be cleaned and damp wiped.
2. Walls, Windows and Doors- Partitions, windows (inside up to a height of 10' from floor), window trim, blinds, doors and door hardware (including the thresholds) shall be completely cleaned.
3. Interior Glass-Insides of interior windows in offices, storerooms, and other non-common areas that are not cleaned as part of the daily, monthly, or quarterly schedules, will be cleaned inside and outside using glass cleaner and proper cloths and techniques. This work must be accomplished at night or on the weekends to avoid disrupting OCHD operations.

O. PROJECT CLEANING- Project cleaning shall be scheduled a minimum of two weeks prior to start date and prioritized as necessary by OCHDs representative in scheduled meetings with the Contractor.

P. MISCELLANEOUS DUTIES

None at this time.

Q. ADDITION/DELETION OF TASKS

OCHD reserves the right to add or delete tasks performed and amend the frequency the tasks are performed under this contract. All additions or deletions shall be specified in writing to the Contractor. Deletions or reduction in frequencies shall result in a reduced monthly charge to the OCHD. The cost of additions will be negotiated with the contractor and the contract will be appropriately amended to reflect such new costs.

R. ADDITION/REDUCTION IN SQUARE FOOTAGE MAINTAINED

OCHD reserves the right to add or reduce square footage to be serviced under this contract. The dollar amount per square footage shall be prorated from the total cost per year bid, divided by the occupied square footage per facility or the price per square footage that is on the price sheet.

S. OTHER SERVICES AND/OR OPTIONS

Other Services and/or options may be included in this bid if they are standard services and/or options for this commodity. Services inadvertently left off the Service Specifications may be viewed as an option not known to exist at the time this bid was sent out, but are now available as an additional option. Bidders

wishing to provide additional options may attach to their price sheet their list of options which are currently available. Since these services will be made to order on an as needed basis, each purchase could vary greatly since many will be site

ATTACHMENT II
Monthly/Annual Cost Proposal
Per Location

LINE	Facility Name	Location Address	Approx. Building/Site Square Footage	Cost per Square Foot)	Monthly Cost	Annual Cost	Renewal Cost
1	CENTRAL BLDG 1	832 W. CENTRAL BLVD. ORLANDO 32805	46,500				
2	CENTRAL BLDG 2	807 W. CHURCH ST. ORLANDO 32805	3,045				
3	CENTRAL BLDG 3	901 W. CHURCH ST. ORLANDO 32805	6,803				
4	EASTSIDE CLINIC	12050 E. COLONIAL DR. ORLANDO 32836	5,750				
5	LAKE ELLENOR / SOUTHSIDE CLINIC	6101 LAKE ELLENOR DR. ORLANDO 32809	64,000				
6	WESTSIDE CENTER	800 MERCY DR. SUITE 1B ORLANDO 32808	8,000				
7	HOFFNER WIC	5449 S. SEMORAN BLVD., SUITE 19-B, ORLANDO, FL 32822	2,100				
8	HOFFNER DENTAL	5449 S. SEMORAN BLVD., SUITE 19-B, ORLANDO, FL 32822	1,600				
9	HUG ME	5655 S. ORANGE AVE., ORLANDO, FL 32809	15,000				
Day Porter							
<u>Building</u>		Day Porter Hours		Day Porter Cost per hour	Hours per Year	Annual Cost	Renewal cost
CENTRAL BLDG 1, 2, and 3 CENTRAL BLDG 2 CENTRAL BLDG 3		12 hours (may be two person split shift at contractor’s discretion. Hours of coverage are 8:30 am – 5:30 pm with one hour lunch					
LAKE ELLENOR / SOUTHSIDE CLINIC		8 hours (8:30 am through 5:30 pm with 1 hour lunch)					
Total annual cost for Day Porter							
<u>Janitorial</u>				Cost per square foot	Monthly Cost	Annual Cost	Renewal Cost
Total Contract Cost							

**ATTACHMENT III
JANITORIAL INSPECTION REPORT**

Facility: _____

Contractor Name: _____ Month of service: _____

Prepared By: _____ Date prepared: _____

Have there been any deficiencies found in the routine inspections during the month:

Yes ☐ **No** ☐

If yes provide a detailed description of each occurrence (if necessary, provide a separate sheet): _____

Was the deficiencies responded to within the required time limit: Yes ☐ No ☐

Have there been any minor problems during the month: Yes ☐ **No** ☐

If yes provide a detailed description of each occurrence (if necessary, provide a separate sheet): _____

Was the problem responded to within the required time limit: Yes ☐ No ☐

Have there been any major problems during the month: Yes ☐ **No** ☐

If yes provide a detailed description of each occurrence (if necessary, provide a separate sheet): _____

Was the problem responded to within the required time limit: Yes ☐ No ☐

Have there been any occurrences of Non-Performance during the month: Yes ☐ **No** ☐

If yes provide a detailed description of each occurrence (if necessary, provide a separate sheet): _____

Was the Non-Performance responded to within the required time limit: Yes ☐ No ☐

Was the overall performance rating for the month: Unsatisfactory ☐ **or Satisfactory** ☐

Recommended Deductions for this period: Yes ☐ No ☐ (Not to exceed 100% of the monthly cost)

If yes, which deductions shall be applied (refer to the Bid, Section 1.03, paragraph F, Procedures for Inspections and Deductions for the appropriate deductions):

- ☐ One (1) days cost of custodial services for the Entire Campus
- ☐ Five percent (5%) of the monthly cost for custodial services for the Entire Campus
- ☐ Ten percent (10%) of the monthly cost for custodial services for the Entire Campus
- ☐ One hundred percent (100%) of the monthly cost for custodial services for the Entire Campus

Additional Comments:_____

OCHD FACILITIES MANAGER WILL SUBMIT ONE COPY TO FISCAL TO ACCOMPANY
INVOICE, AND ONE COPY TO OCHD CONTRACT MANAGER

ATTACHMENT IV
JANITORIAL TASK FREQUENCY LIST

Responsible Staff	Task Description	Frequency of Service	Ref.
Day Porter	Carpet and mat vacuuming and spot cleaning--common areas	As needed	H4
Day Porter	Clean walkways, sidewalks	Daily	J12
Day Porter	Clean parking lots and grounds	Daily	J13
Day Porter	Clean and sanitize drinking fountains	Daily	J4
Day Porter	Empty trash	Daily	J5
Day Porter	Clean and refill dispensers	As needed	J7
Day Porter	Freshen, mop, sanitize restrooms	Daily	J7
Day Porter	Spot clean restroom fixtures	Daily	J7
Day Porter	Day Cleaning	As needed	
Day Porter	Event Support	As needed	
Night Crew	Change fragrance cartridges in automatic air fresheners	Monthly and as needed	F2
Night Crew	Carpet and mat vacuuming and spot cleaning--common areas	Daily (5)	H4
Night Crew	Clean, damp wipe, and sanitize walls and partitions	Weekly	J1
Night Crew	Clean cafeterias, break rooms, lounges, etc.	Daily (5)	J10
Night Crew	Clean patios	Daily (5)	J11
Night Crew	Clean walkways, sidewalks	Daily (5)	J12
Night Crew	Clean parking lots and grounds	Daily (5)	J13
Night Crew	Exterior cleaning--sidewalks, parking lots, grounds; hedges	Daily (5)	J13
Night Crew	Clean and polish elevators	Daily (5)	J14
Night Crew	Clean hard and/or resilient floors (sweep, mop, and sanitize)	Daily (5)	J2
Night Crew	Sweep and clean stairwells	Daily (5)	J2
Night Crew	Vacuum hallways and common areas including entrances and walk-off mats	Daily (5)	J2
Night Crew	Clean common area furniture	Daily (5)	J3
Night Crew	Clean and sanitize drinking fountains	Daily (5)	J4
Night Crew	Empty recycling receptacles; change liners	Daily (5)	J5
Night Crew	Clean workrooms, exam room, clinical areas, etc.	Daily (5)	J6
Night Crew	Drinking fountains (remove mineral deposits also)	Daily (5)	J6
Night Crew	Clean and refill dispensers	Daily (5)	J7
Night Crew	Clean and sanitize restrooms	Daily (5)	J7

Night Crew	Descale toilets & urinals (remove mineral deposits)	Weekly	J7
Night Crew	Floor drains	Weekly	J7
Night Crew	Clean and dust computer rooms	Daily (5)	J8
Night Crew	Clean administrative offices, lobbies, and entrances	Daily (5)	J9
Night Crew	Clean entrance doors, including interior and exterior glass	Daily (5)	J9
Night Crew	Polish stainless steel, chrome, brass, and bronze	Daily (5)	J9
Night Crew	Clean ceiling air conditioning vents and grilles	Weekly	K1
Night Crew	Exterior trash receptacles to be scrubbed thoroughly and sanitized	Weekly	K10
Night Crew	Dust window trim and blinds	Weekly	K2
Night Crew	Clean vinyl baseboards	Weekly	K3
Night Crew	Mop stairwells	Weekly	K3
Night Crew	Vacuum individual offices	Weekly and as needed	K3
Night Crew	Dust Furniture and building surfaces	Weekly	K4
Night Crew	Descal/remove rust from drinking fountains	Weekly	K6
Night Crew	Clean windows, window sills, horizontal surfaces, etc.	Weekly	K7
Night Crew	Clean glass in lobbies and administrative areas; clean/polish metal door hardware and handrails; clean ventilation covers	Weekly	K8
Night Crew	Spray buffing of composite vinyl floors	Weekly	K8
Night Crew	Clean tops of vending machines and refrigerators; sanitize switch plates and door handles; scrub and sanitize waste receptacles; dust and damp wipe fans	Weekly	K9
Night Crew	High dusting--overhead areas, ceilings, high walls, air vents, light fixtures, etc	Monthly	L1
Night Crew	Window treatments	Quarterly	L1
Night Crew	Overhead cleaning	Quarterly	M
Night Crew	Clean interior glass (windows)	Semi-annually	M3
Night Crew	Elevators	Daily (5)	
Night Crew	Spot clean building surfaces and furniture	Daily (5) and as needed	

ATTACHMENT V - ORANGE COUNTY HEALTH DEPT JANITORIAL SUPPLIES ORDER

LOCATION TO BE DELIVERED TO:			ORDERED BY:		
	UNIT OF ISSUE		DESCRIPTION	PART #	QUANTITY REQUESTED
	CASE	1000	CAN LINERS, CLEAR 24" X 33"	O61966	
	CASE	250	CAN LINERS, CLEAR 40" X 48"	O61986	
	CASE	500	CAN LINERS, BLACK 24" X 33" .60 MIL	O58040	
	CASE	100	CAN LINERS, BLACK 40" X 48" 1.50 MIL	O61008	
	CASE	6	8" X 800' NATURAL WHITE PAPER TOWEL ROLL	346129	
	CASE	36	ECOSOFT TOILET TISSUE 3.75 X 4	61990	
	CASE	36	FACIAL TISSUE, 2 PLY WHITE 96 PER BOX	356015	
	CASE	500	SANITARY BAGS, WAXED PAPER	L02060	
	CASE	5000	SEAT COVERS, TOILET	340007	
	CASE	12	SCREEN, URINAL WITH BLOCK INSERT	L01336	
	CASE	4	HAND SOAP, SPARTAN #3512 CRANBERRY ICE GAL.	L00032	
	CASE	4	HAND SOAP, PEARL PINK GALLON	L00011	
	CASE	12	HAND SOAP, PEARL, 800ML CARTRIDGE	L05121	
	CASE	12	CLEANER/POLISH, STAINLESS STEEL, AEROSOL	K01003	
	1/2 LTR. BTL.	1	3M NEUTRAL CLEANER	P07011	
	1/2 LTR. BTL.	1	3M GENERAL CLEANER	P07035	
	1/2 LTR. BTL.	1	3M DEODORIZER	P07025	
	1/2 LTR. BTL.	1	3M GLASS CLEANER	P07006	
	1/2 LTR. BTL.	1	3M TOILET BOWL CLEANER	P07225	
	12 QTS/CS.	1	CAPRI ODOR NUETRALIZER AIR FRESHENER SPRAY	C00166	
	ONE	1	32 OZ. TRIGGER SPRAYER	902RW9	

ATTACHMENT VI
Day Porter Schedule

In addition to any specific area cleaning schedules the following will be completed as needed throughout the day porter's shift:

1. Complete rounds of external grounds, parking and break areas and clean up trash and debris. Empty trash and cigarette urns and spot clean receptacles as needed.
2. Clean and restock supplies in all restrooms.
3. Clean and sanitize drinking water fountains.
4. Complete walk through of facility and spot mop or vacuum as needed.
5. Keep all entry areas clean and free of debris. Clean interior and exterior sides of all entry door glass.
6. Wipe down and sweep elevators..
7. All exam rooms and labs must be swept, mopped and sanitized daily.
8. Unclog toilet stoppages. Report serious clogs to the OCHD facilities staff.
9. Respond to accidental spills such as vomit or blood spots. Sanitize spills as required using proper personal protective equipment and chemicals. Note: all day porters must show current successful completion of an OSHA-approved blood borne pathogens training course.

ATTACHMENT VII
Evaluation Team Criteria

This evaluation sheet will be used by the Evaluation Team to assign scores to all proposals evaluated. Both the presence and quality of the response will be evaluated when determining point value. The maximum available score is 1650 points for this Request for Proposal. Scores will be averaged for all evaluation team members. Point value = Zero is the lowest possible and the number indicated in this column is the highest possible

Points Awarded = Total number of points given by the evaluator

Category	RFP Question Number	Question	Point Value	Points Awarded
Experience	1.	How well does the proposal demonstrate the number of years in business under the present name? Section 4.26	0-40	
	2.	How well does the proposal documents the number of years the proposed company has been providing contract janitorial services? Section 4.26	0-40	
	3.	How well does the proposal demonstrate the current annual value of janitorial services presently under contract with its company? Section 4.26	0-30	
	4.	How well does the proposal demonstrate the previous value of janitorial services under contract with their company from January 2010through December 2011. Section 4.27	0-30	
	5.	To what degree does the proposal describe a brief history of the company; providing references from government or commercial customers. Section 4.27	0-50	
	6.	How well does the proposal demonstrate the number of janitorial contracts in previous 36 months which provided services to hospitals and/or clinical exam facilities? Section 4.26	0-50	
	7.	How well does the proposal demonstrate the estimated square feet of hospital or clinical exam space cleaned during 2011.	0-50	

		Section 4.25		
Training	8.	How well does the proposal demonstrate an existing training program for new employees? Section 4.25	0-30	
	9.	How well does the proposal demonstrate if there is a training program for new employees, how many hours of formal (classroom) initial training does each employee receive? (must attach training outline) Section 4.25	0-40	
	10.	How well does the proposal demonstrate how many hours of recurring/refresher training does each employee receive annually? Section 4.25	0-40	
	11.	How well does the proposal demonstrate that new employees undergo blood borne pathogens training? Section 4.25	0-30	
Staffing	12.	How well does the proposal demonstrate full-time (5 hours or more) cleaning personnel, excluding supervisors, currently employed to provide janitorial services? Attachment I – Para. C	0-40	
	13.	How many cleaning personnel, excluding supervisors, do you estimate you will assign to this contract? Attachment I – Para C	0-60	
	14.	How well does the proposal demonstrate the average nighttime cleaning production rate of your cleaning staff (measured in square feet per hour)? Attachment I – Para C.	0-50	
	15.	To what degree does the proposal demonstrate whether or not the company has reserve staff to cover for absent employees?	0-30	
	16.	If any, to what degree does the proposal demonstrate how many reserve staff can be used to cover absent employees assigned to this contract?	0-40	
	17.	To what degree the proposal demonstrate that subcontractors be used to provide services for this contract?	0-30	
	18.	How well does the proposal demonstrate the total number of permanent staff, including supervisors, managers, clerical, cleaners, etc., employed with their	0-50	

		company?		
	19.	How well does the proposal demonstrate the number of employees by that (each employee can only be assigned to one category: Management: _____ Clerical/Admin. _____ Cleaning supervisors: _____ Cleaning Staff: _____ Project work staff _____ (Floor crew, carpet crew, etc.) Other: _____	0-30	
	20.	How well does the proposal demonstrate if company performs Florida and/or national criminal background checks for each employee prior to hiring?	0-30	
	21.	How well does the proposal demonstrate if company performs recurring Florida and/or national criminal background checks for each employee?	0-30	
	22.	How well does the proposal demonstrate if anyone employed with their firm ever been convicted, plead nolo contendere (no contest), or had adjudication withheld in a criminal offense, felony, misdemeanor, or otherwise, or are there any criminal charges now pending against anyone employed by your firm other than a non-criminal traffic violation?	0-30	
		Point Range – Evaluation Criteria	0-850	
	Cost Proposal (Out of 500 pts.)			

**ATTACHMENT VIII
EXPERIENCE FORM
DOH 11-037**

Vendor's/Respondent's Name:

Vendors/Respondents are required to submit with the proposal, contact information for five (5) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will make only two attempts to contact each entity. The Department's determination is not subject to review or challenge.

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Signature of Authorized Representative

ATTACHMENT IX - REQUIRED CERTIFICATIONS

ACCEPTANCE OF TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS

BY AFFIXING MY SIGNATURE ON THIS PROPOSAL, I HEREBY STATE THAT I HAVE READ THE ENTIRE *RFP* TERMS, CONDITIONS, PROVISIONS AND SPECIFICATIONS INCLUDING PUR 1000 AND PUR 1001. I hereby certify that my company, its employees, and its principals agree to abide to all of the terms, conditions, provisions and specifications during the competitive solicitation and contracting process(if applicable) including those contained in the attached Standard Contract/Direct order. **(Attachment XI & Attachment XII).** **

Signature of Authorized Official

Date

STATEMENT OF NO INVOLVEMENT CONFLICT OF INTEREST STATEMENT (NON-COLLUSION)

I hereby certify that my company, its employees, and its principals, had no involvement in performing a feasibility study of the implementation of the subject contract, in the drafting of this solicitation document, or in developing the subject program. Further, my company, its employees, and principals, engaged in no collusion in the development of the instant proposal or offer. This proposal or offer is made in good faith and there has been no violation of the provisions of Chapter 287, Florida Statutes, the Administrative Code Rules promulgated pursuant thereto, or any procurement policy of the Department of Health. I certify I have full authority to legally bind the Respondent or Offeror to the provisions of this proposal or offer.

Signature of Authorized Official

Date

Date

*An authorized official is an officer of the vendor's organization who has legal authority to bind the organization to the provisions of the proposals. This usually is the President, Chairman of the Board, or owner of the entity. A document establishing delegated authority must be included with the proposal if signed by other than the President, Chairman or owner.

** The terms and conditions contained in the Standard Contract or Direct order are non-negotiable. If a vendor fails to certify their agreement with these terms and conditions and or abide by, their response shall be deemed non-responsive

ATTACHMENT X
DEPARTMENT OF HEALTH REPORTING OF SUBCONTRACTOR EXPENDITURES

PRIME CONTRACTORS SHALL REPORT ALL SUBCONTRACTING EXPENDITURES
REGARDLESS OF VENDOR DESIGNATION (SEE PAGE 2 FOR TYPES OF DESIGNATIONS)

PLEASE COMPLETE AND REMIT THIS REPORT TO YOUR DOH CONTRACT MANAGER.

COMPANY NAME:

DEPARTMENT OF HEALTH CONTRACT NUMBER:

REPORTING PERIOD-FROM:_____ **TO:** _____

SUBCONTRACTOR'S/VENDOR NAME & ADDRESS	FEID NO.	EXPENDITURE AMOUNT

NOTE: YOU MAY USE A SEPARATE SHEET

DOH USE ONLY - REPORTING ENTITY (DIVISION, OFFICE, CHD, ETC.):
PLEASE SUBMIT ALL SUBCONTRACT FORMS TO: RENEE GREGORY, MBE
COORDINATOR, BUREAU OF GENERAL SERVICES, 4052 BALD CYPRESS WAY,
STE. 310, TALLAHASSEE, FL. 32399-1734

1. DESIGNATIONS:

MINORITY PERSON as defined by [Section 288.703](#) FS; means a lawful, permanent resident of Florida who is, one of the following:

- (A) **AN AFRICAN AMERICAN**, a person having origins in any of the racial groups of the African Diaspora.
- (B) **A HISPANIC AMERICAN**, a person of Spanish or Portuguese cultures with origins in Spain, Portugal, Mexico, South America, Central America or the Caribbean regardless of race.
- (C) **AN ASIAN AMERICAN**, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
- (D) **A NATIVE AMERICAN**, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services
- (E) **AN AMERICAN WOMAN**.

CERTIFIED MINORITY BUSINESS ENTERPRISE as defined by [Section 288.703](#) FS, means a small business which is at least 51 percent owned and operated by a minority person(s), which has been certified by the certifying organization or jurisdiction in accordance with Section 287.0943(1).

SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE: As defined by [Section 295.187](#), FS, means an Independently owned and operated business that employees 200 or fewer permanent full-time employees; Is organized to engage in commercial transactions; Is domiciled in Florida; Is at least 51% owned by one or more service-disabled veterans; and, who's management and daily business operations of which are controlled by one or more service-disabled veterans or, for a service-disabled veteran with a permanent and total disability, by the spouse or permanent caregiver of the veteran.

CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE as defined by [Section 295.187](#), FS means a business that has been certified by the Department of Management Services to be a service-disabled veteran business enterprise

SMALL BUSINESS means an independently owned and operated business concern that employs 100 or fewer permanent full-time employees and has a net worth of not more than \$3,000,000 and an average net income, after federal income taxes, of not more than \$2,000,000.

NON-CERTIFIED MINORITY BUSINESS means a small business which is at least 51 percent owned and operated by a minority person(s).

MINORITY NON-PROFIT ORGANIZATION means a not-for-profit organization that has at least 51 percent minority board of directors, at least 51 percent minority officers, or at least 51 percent minority community served.

II. INSTRUCTIONS TO PRIME CONTRACTORS:

- A) ENTER THE COMPANY NAME AS IT APPEARS ON YOUR DOH CONTRACT.
- B) ENTER THE DOH CONTRACT NUMBER.
- C) ENTER THE TIME PERIOD THAT YOUR CURRENT INVOICE COVERS.
- D) ENTER THE CMBE SUBCONTRACTOR'S NAME and ADDRESS.
- E) ENTER THE SUBCONTRACTOR'S FEDERAL EMPLOYMENT IDENTIFICATION NUMBER. THE SUBCONTRACTOR CAN PROVIDE YOU WITH THIS NUMBER
- F) ENTER THE AMOUNT EXPENDED WITH THE SUBCONTRACTOR FOR THE TIME PERIOD COVERED BY THE INVOICE.
- G) ENCLOSE THIS FORM AND SEND TO YOUR DOH CONTRACT MANAGER

ATTACHMENT XI
DIRECT ORDER TERMS AND CONDITIONS
STATE OF FLORIDA, DEPARTMENT OF HEALTH (DOH)

For good and valuable consideration, received and acknowledged sufficient, the parties agree to the following in addition to terms and conditions expressed in the MyFloridaMarketPlace (MFMP) direct order:

1. Vendor is an independent contractor for all purposes hereof.
2. The laws of the State of Florida shall govern this direct order and venue for any legal actions arising herefrom is Leon County, Florida, unless issuer is a county health department, in which case, venue for any legal actions shall be the issuing county.
3. Vendor agrees to maintain appropriate insurance as required by law and the terms hereof..
4. Vendor will comply, as required, with the Health Insurance Portability and Accountability Act (42 USC & 210, et seq.) and regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
5. Vendor shall maintain confidentiality of all data, files, and records related to the services/commodities provided pursuant to this direct order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, Florida Statutes. Vendor's confidentiality procedures shall be consistent with the most recent edition of the Department of Health Information Security Policies, Protocols, and Procedures. A copy of this policy will be made available upon request. Vendor shall also comply with any applicable professional standards of practice with respect to confidentiality of information.
6. Excluding Universities, vendor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless, to the full extent allowed by law, from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorneys' fees, arising out of any acts, actions, breaches, neglect or omissions of Vendor, its employees and agents, related to this direct order, as well as for any determination arising out of or related to this direct order, that Vendor or Vendor's employees, agents, subcontractors, assignees or delagees are not independent contractors in relation to the DOH. This direct order does not constitute a waiver of sovereign immunity or consent by DOH or the State of Florida or its subdivisions to suit by third parties in any matter arising herefrom.
7. Excluding Universities, all patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are DOH property and nothing resulting from Vendor's services or provided by DOH to Vendor may be reproduced, distributed, licensed, sold or otherwise transferred without prior written permission of DOH. This paragraph does not apply to DOH purchase of a license for Vendor's intellectual property.
8. If this direct order is for personal services by Vendor, at the discretion of DOH, Vendor and its employees, or agents, as applicable, agree to provide fingerprints and be subject to a background screen conducted by the Florida Department of Law Enforcement and / or the Federal Bureau of Investigation. The cost of the background screen(s) shall be borne by the Vendor. The department, solely at its discretion, reserves the right to terminate this agreement if the background screen(s) reveal arrests or criminal convictions. Vendor, its employees, or agents shall have no right to challenge the department's determination pursuant to this paragraph.

9. Unless otherwise prohibited by law, the DOH, at its sole discretion, may require the Vendor to furnish, without additional cost to DOH, a performance bond or negotiable irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The type of security and amount is solely within the discretion of DOH. Should the DOH determine that a performance bond is needed to secure the agreement, it shall notify potential vendors at the time of solicitation.

10. Section 287.57(17)(c), Florida Statutes, provides, “A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.”

The Department of Health considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

11. **TERMINATION:** This direct order agreement may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

In the event funds to finance this direct order agreement become unavailable, the department may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability of funds. Unless the provider’s breach is waived by the department in writing, the department may, by written notice to the provider, terminate this direct order agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. If applicable, the department may employ the default provisions in Chapter 60A-1.006(4), Florida Administrative Code. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be constructed to be a modification of the terms of this agreement. The provisions herein do not limit the department’s right to remedies at law or to damages.

12. The terms of this direct order will supersede the terms of any and all prior or subsequent agreements you may have with the Department with respect to this purchase. Accordingly, in the event of any conflict, the terms of this direct order shall govern.

13. In accordance with Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”

CFDA No.
CSFA No.

ATTACHMENT XII
STATE OF FLORIDA
DEPARTMENT OF HEALTH
STANDARD CONTRACT

Client Non-Client
Multi-County

THIS CONTRACT is entered into between the State of Florida, Department of Health, hereinafter referred to as the *department*, and

___ hereinafter referred to as the *provider*.

THE PARTIES AGREE:

I. THE PROVIDER AGREES:

A. To provide services in accordance with the conditions specified in Attachment I.

B. Requirements of §287.058, Florida Statutes (FS)

To provide units of deliverables, including reports, findings, and drafts as specified in Attachment I, to be received and accepted by the contract manager prior to payment. To comply with the criteria and final date by which such criteria must be met for completion of this contract as specified in Section III, Paragraph A. of this contract. To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof. Where applicable, to submit bills for any travel expenses in accordance with §112.061, FS. The department may, if specified in Attachment I, establish rates lower than the maximum provided in §112.061, FS. To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, made or received by the provider in conjunction with this contract. It is expressly understood that the provider's refusal to comply with this provision shall constitute an immediate breach of contract.

C. To the Following Governing Law

1. State of Florida Law

- a. This contract is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each party shall perform its obligations herein in accordance with the terms and conditions of the contract.
- b. If this contract is valued at 1 million dollars or more, the provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.215.473, F.S. Pursuant to s.287.135(5), F.S., the department shall bring a civil action against any company that falsely certifies its status on the Scrutinized Companies with Activities in Sudan or the Iran Petroleum Energy Sector Lists. The provider agrees that the department shall take civil action against the provider as described in s. 287.135(5)(a), F.S., if the provider fails to demonstrate that the determination of false certification was made in error.

2. Federal Law

- a. If this contract contains federal funds, the provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92, and other applicable regulations as specified in Attachment I.
- b. If this agreement includes federal funds and more than \$2,000 of federal funds will be used for construction or repairs, the provider shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The act prohibits providers from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. All suspected violations must be reported to the department.
- c. If this agreement includes federal funds and said funds will be used for the performance of experimental, developmental, or research work, the provider shall comply with 37 CFR, part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements."
- d. If this contract contains federal funds and is over \$100,000, the provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. 1857(h) et seq.), §508 of the Clean Water Act, as amended (33 U.S.C. 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The provider shall report any violations of the above to the department.
- e. If this contract contains federal funding in excess of \$100,000, the provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment ___. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager.
- f. Not to employ unauthorized aliens. The department shall consider employment of unauthorized aliens a violation of §§274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324 a) and section 101 of

the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the department. The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

- g. The provider shall comply with President's Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 *CFR*, 1964-1965 Comp., p. 339), as amended by President's Executive Order 11375, and as supplemented by regulations at 41 *CFR*, Part 60.
- h. The provider and any subcontractors agree to comply with Pro-Children Act of 1994, Public Law 103-277, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- i. HIPAA: Where applicable, the provider will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).
- j. Provider is required to submit a W-9 to the Department of Financial Services (DFS) electronically prior to doing business with the State of Florida via the Vendor Website at <https://flvendor.myfloridacfo.com>. Any subsequent changes shall be performed through this website; however, if provider needs to change their FEID, they must contact the DFS Vendor Ombudsman Section at (850) 413-5519.
- k. If the provider is determined to be a subrecipient of federal funds, the provider will comply with the requirements of the American Recovery and Reinvestment Act (ARRA) and the Federal Funding Accountability and Transparency Act, by obtaining a DUNS (Data Universal Numbering System) number and registering with the federal Central Contractor Registry (CCR). No payments will be issued until the provider has submitted a valid DUNS number and evidence of registration (i.e. a printed copy of the completed CCR registration) in CCR to the contract manager. To obtain registration and instructions, visit <http://fedgov.dnb.com/webform> and www.ccr.gov.

D. Audits, Records, and Records Retention

- 1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract.
- 2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- 3. Upon completion or termination of the contract and at the request of the department, the provider will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in Section I, paragraph D.2. above.
- 4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the department.
- 5. Persons duly authorized by the department and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- 6. To provide a financial and compliance audit to the department as specified in Attachment ___ and to ensure that all related party transactions are disclosed to the auditor.
- 7. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- 8. If Exhibit 2 of this contract indicates that the provider is a recipient or subrecipient, the provider will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, and/or section 215.97 Florida Statutes, as applicable and conform to the following requirements:
 - a. Documentation. To maintain separate accounting of revenues and expenditures of funds under this contract and each CSFA or CFDA number identified on Exhibit 1 attached hereto in accordance with generally accepted accounting practices and procedures. Expenditures which support provider activities not solely authorized under this contract must be allocated in accordance with applicable laws, rules and regulations, and the allocation methodology must be documented and supported by competent evidence. Provider must maintain sufficient documentation of all expenditures incurred (e.g. invoices, canceled checks, payroll detail, bank statements, etc.) under this contract which evidences that expenditures are:
 - 1) allowable under the contract and applicable laws, rules and regulations;

2) reasonable; and

3) necessary in order for the recipient or subrecipient to fulfill its obligations under this contract.

The aforementioned documentation is subject to review by the Department and/or the State Chief Financial Officer and the provider will timely comply with any requests for documentation.

- b. Financial Report. To submit an annual financial report stating, by line item, all expenditures made as a direct result of services provided through the funding of this contract to the Department within 45 days of the end of the contract. If this is a multi-year contract, the provider is required to submit a report within 45 days of the end of each year of the contract. Each report must be accompanied by a statement signed by an individual with legal authority to bind recipient or subrecipient by certifying that these expenditures are true, accurate and directly related to this contract.

To ensure that funding received under this contract in excess of expenditures is remitted to the Department within 45 days of the earlier of the expiration of, or termination of, this contract.

E. Monitoring by the Department

To permit persons duly authorized by the department to inspect any records, papers, documents, facilities, goods, and services of the provider, which are relevant to this contract, and interview any clients and employees of the provider to assure the department of satisfactory performance of the terms and conditions of this contract. Following such evaluation the department will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the department within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the department, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the department; and (3) the termination of this contract for cause.

F. Indemnification

NOTE: Paragraph I.F.1. and I.F.2. are not applicable to contracts executed between state agencies or subdivisions, as defined in §768.28, FS.

1. The provider shall be liable for and shall indemnify, defend, and hold harmless the department and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by the provider, its agents, or employees during the performance or operation of this contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.
2. The provider's inability to evaluate liability or its evaluation of liability shall not excuse the provider's duty to defend and indemnify within seven (7) days after such notice by the department is given by certified mail. Only adjudication or judgment after highest appeal is exhausted specifically finding the provider not liable shall excuse performance of this provision. The provider shall pay all costs and fees related to this obligation and its enforcement by the department. The department's failure to notify the provider of a claim shall not release the provider of the above duty to defend.

G. Insurance

To provide adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this contract and any renewal(s) and extension(s) of it. Upon execution of this contract, unless it is a state agency or subdivision as defined by §768.28, FS, the provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the provider do not limit the provider's liability and obligations under this contract. Upon the execution of this contract, the provider shall furnish the department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The department reserves the right to require additional insurance as specified in Attachment I where appropriate.

H. Safeguarding Information

Not to use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law.

I. Assignments and Subcontracts

1. To neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department, which shall not be unreasonably withheld. Any sub-license, assignment, or transfer otherwise occurring shall be null and void.
2. The provider shall be responsible for all work performed and all expenses incurred with the project. If the department permits the provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the provider that the department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The provider, at its expense, will defend the department against such claims.

3. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida, upon giving prior written notice to the provider. In the event the State of Florida approves transfer of the provider's obligations, the provider remains responsible for all work performed and all expenses incurred in connection with the contract. In addition, this contract shall bind the successors, assigns, and legal representatives of the provider and of any legal entity that succeeds to the obligations of the State of Florida.
4. The contractor shall provide a monthly Minority Business Enterprise report summarizing the participation of certified and non-certified minority subcontractors/material suppliers for the current month, and project to date. The report shall include the names, addresses, and dollar amount of each certified and non-certified MBE participant, and a copy must be forwarded to the Contract Manager of the Department of Health. The Office of Supplier Diversity (850-487-0915) will assist in furnishing names of qualified minorities. The Department of Health, Minority Coordinator (850-245-4199) will assist with questions and answers.
5. Unless otherwise stated in the contract between the provider and subcontractor, payments made by the provider to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with §§287.0585, FS. Failure to pay within seven (7) working days will result in a penalty charged against the provider and paid by the provider to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

J. Return of Funds

To return to the department any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this contract that were disbursed to the provider by the department. In the event that the provider or its independent auditor discovers that overpayment has been made, the provider shall repay said overpayment within 40 calendar days without prior notification from the department. In the event that the department first discovers an overpayment has been made, the department will notify the provider by letter of such a finding. Should repayment not be made in a timely manner, the department will charge interest of one (1) percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery.

K. Incident Reporting

Abuse, Neglect, and Exploitation Reporting

In compliance with Chapter 415, FS, an employee of the provider who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline on the single statewide toll-free telephone number (1-800-96ABUSE).

L. Transportation Disadvantaged

If clients are to be transported under this contract, the provider will comply with the provisions of Chapter 427, FS, and Rule Chapter 41-2, FAC. The provider shall submit to the department the reports required pursuant to Volume 10, Chapter 27, DOH Accounting Procedures Manual.

M. Purchasing

1. It is agreed that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in §§946.515(2) and (4), FS. For purposes of this contract, the provider shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, 1-800-643-8459.
2. Procurement of Materials with Recycled Content
It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this contract shall be procured in accordance with the provisions of §403.7065, and §287.045, FS.
3. MyFloridaMarketPlace Vendor Registration
Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Florida Administrative Code Rule 60A-1.030(3) (F.A.C.).
4. MyFloridaMarketPlace Transaction Fee
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2008), 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 vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
The Provider shall receive a credit for 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

vendor's failure to perform or comply with specifications or requirements of the agreement. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering procurement costs from the vendor in addition to all outstanding fees. Providers delinquent in paying transaction fees may be excluded from conducting future business with the State.

N. Civil Rights Requirements

Civil Rights Certification: The provider will comply with applicable provisions of DOH publication, "Methods of Administration, Equal Opportunity in Service Delivery."

O. Independent Capacity of the Contractor

1. In the performance of this contract, it is agreed between the parties that the provider is an independent contractor and that the provider is solely liable for the performance of all tasks contemplated by this contract, which are not the exclusive responsibility of the department.
2. Except where the provider is a state agency, the provider, its officers, agents, employees, subcontractors, or assignees, in performance of this contract, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall the provider represent to others that it has the authority to bind the department unless specifically authorized to do so.
3. Except where the provider is a state agency, neither the provider, its officers, agents, employees, subcontractors, nor assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this contract.
4. The provider agrees to take such actions as may be necessary to ensure that each subcontractor of the provider will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.
5. Unless justified by the provider and agreed to by the department in Attachment I, the department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the provider, or its subcontractor or assignee.
6. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for the provider, the provider's officers, employees, agents, subcontractors, or assignees shall be the responsibility of the provider.

P. Sponsorship

As required by §286.25, FS, if the provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: *Sponsored by (provider's name) and the State of Florida, Department of Health*. If the sponsorship reference is in written material, the words *State of Florida, Department of Health* shall appear in at least the same size letters or type as the name of the organization.

Q. Final Invoice

To submit the final invoice for payment to the department no more than ___ days after the contract ends or is terminated. If the provider fails to do so, all right to payment is forfeited and the department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the provider and necessary adjustments thereto have been approved by the department.

R. Use of Funds for Lobbying Prohibited

To comply with the provisions of §216.347, FS, which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

S. Public Entity Crime and Discriminatory Vendor

1. Pursuant to §287.133, FS, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with the department: When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
2. Pursuant to §287.134, FS, the following restrictions are placed on the ability of persons convicted of discrimination to transact business with the department: When a person or affiliate has been placed on the discriminatory vendor list following a conviction for discrimination, he/she may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the discriminatory vendor list.

T. Patents, Copyrights, and Royalties

1. If any discovery or invention arises or is developed in the course or as a result of work or services performed under this contract, or in anyway connected herewith, the provider shall refer the discovery or invention to the

department to be referred to the Department of State to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this contract are hereby reserved to the State of Florida.

2. In the event that any books, manuals, films, or other copyrightable materials are produced, the provider shall notify the Department of State. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida.
3. The provider, without exception, shall indemnify and save harmless the State of Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the provider. The provider has no liability when such claim is solely and exclusively due to the Department of State's alteration of the article. The State of Florida will provide prompt written notification of claim of copyright or patent infringement. Further, if such claim is made or is pending, the provider may, at its option and expense, procure for the Department of State, the right to continue use of, replace, or modify the article to render it non-infringing. If the provider uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

U. Construction or Renovation of Facilities Using State Funds

Any state funds provided for the purchase of or improvements to real property are contingent upon the provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of a receipt of state funding for this purpose, the provider agrees that, if it disposes of the property before the department's interest is vacated, the provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

V. Electronic Fund Transfer

The provider agrees to enroll in Electronic Fund Transfer, offered by the State Comptroller's Office. Copies of Authorization form and sample bank letter are available from the Department. Questions should be directed to the EFT Section at (850) 410-9466. The previous sentence is for notice purposes only.

W. Information Security

The provider shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by the provider to ensure the protection and confidentiality of all confidential matters. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the provider, upon execution of this agreement. The provider will adhere to any amendments to the department's security requirements provided to it during the period of this agreement. The provider must also comply with any applicable professional standards of practice with respect to client confidentiality.

II. THE DEPARTMENT AGREES:

A. Contract Amount

To pay for contracted services according to the conditions of Attachment I in an amount not to exceed ___ subject to the availability of funds. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this contract.

B. Contract Payment

Pursuant to §215.422, FS, the department has five (5) working days to inspect and approve goods and services, unless the bid specifications, Purchase Order, or this contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to §55.03, FS, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, contact the fiscal office/contract administrator. Payments to health care providers for hospitals, medical, or other health care services, shall be made not more than 35 days from the date eligibility for payment is determined, at the daily interest rate of 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Interest penalties less than one dollar will not be enforced unless the vendor requests payment. Invoice payment requirements do not start until a properly completed invoice is provided to the department.

C. Vendor Ombudsman

A *Vendor Ombudsman* has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or (800) 342-2762, the State of Florida Chief Financial Officer's Hotline.

III. THE PROVIDER AND THE DEPARTMENT MUTUALLY AGREE

A. Effective and Ending Dates

This contract shall begin on ____ or on the date on which the contract has been signed by both parties, whichever is later. It shall end on ____.

B. Termination

1. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice in writing to the other party, without cause, unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than *twenty-four (24) hours* notice in writing to the provider. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the provider will be compensated for any work satisfactorily completed prior to notification of termination.

3. Termination for Breach

This contract may be terminated for the provider's non-performance upon no less than *twenty-four (24) hours* notice in writing to the provider. If applicable, the department may employ the default provisions in Chapter 60A-1.006 (3), FAC. Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the department's right to remedies at law or in equity.

4. Termination for Failure to Satisfactorily Perform Prior Agreement

Failure to have performed any contractual obligations with the department in a manner satisfactory to the department will be a sufficient cause for termination. To be terminated as a provider under this provision, the provider must have: (1) previously failed to satisfactorily perform in a contract with the department, been notified by the department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the department; or (2) had a contract terminated by the department for cause.

C. Renegotiation or Modification

Modifications of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by both parties. The rate of payment and dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the department's operating budget.

D. Official Payee and Representatives (Names, Addresses and Telephone Numbers)

- 1.** The name (provider name as shown on page 1 of this contract) and mailing address of the official payee to whom the payment shall be made is:

- 2.** The name of the contact person and street address where financial and administrative records are maintained is:

- 3.** The name, address, and telephone number of the contract manager for the department for this contract is:

- 4.** The name, address, and telephone number of the provider's representative responsible for administration of the program under this contract is:

5. Upon change of representatives (names, addresses, telephone numbers) by either party, notice shall be provided in writing to the other party and said notification attached to originals of this contract.

E. All Terms and Conditions Included

This contract and its attachments as referenced, ___ contain all the terms and conditions agreed upon by the parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties. If any term or provision of the contract is found to be illegal or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

I have read the above contract and understand each section and paragraph.

IN WITNESS THEREOF, the parties hereto have caused this ___ page contract to be executed by their undersigned officials as duly authorized.

PROVIDER:

**STATE OF FLORIDA, DEPARTMENT OF
HEALTH**

SIGNATURE: _____

SIGNATURE: _____

PRINT/TYPE NAME: _____

PRINT/TYPE NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE AGENCY 29-DIGIT FLAIR CODE: _____

FEDERAL EID# (OR SSN): _____

PROVIDER FISCAL YEAR ENDING DATE: _____