

#### **Request for Proposals**

#### RFP-2024-13 Janitorial Services Duval HS EHS

RFP Issued: Tuesday, December 31, 2024

Mandatory Walk Thru: Friday, January 31<sup>st</sup>, 2025. Please RSVP by Monday, January 27<sup>th</sup> 2pm EST

#### Questions Due: Wednesday, February 7, 2025, by 5:00 PM EST

Proposal Due Date: Friday February 21st, 2025, by 5:00 PM EST

Estimated Award Date: Week of April 1, 2025

#### <u>Requests for information related to this Proposal should be directed to:</u>

Procurement and Contracts Department Lisa Schultz Procurement and Contracts Manager Email Address: <u>Isfprocurement@lsfnet.org</u> Lutheran Services Florida 3627A W. Waters Ave Tampa, Florida 33614

# Table Of Contents

1.	PURPOSE OF REQUEST FOR PROPOSAL
2.	ABOUT LUTHERAN SERVICES FLORIDA (LSF)
3.	MANDATORY MINIMUM REQUIREMENTS/QUALIFICATIONS
4.	ADMINISTRATIVE GUIDANCE
5.	ISSUING OFFICE AND RFP REFERENCE NUMBER
6.	PRE-BID MEETING
7.	QUESTIONS AND ANSWERS
8.	DUE DATE4
9.	TIME FOR EVALUATION
10.	ADDENDUM TO RFP4
11.	RESTRICTIONS ON COMMUNICATIONS WITH STAFF
12.	CONTRACT PERIOD
13.	PROPOSAL SUBMISSION FORMAT
14.	INSTRUCTIONS FOR SUBMITTING PROPOSALS
15.	SCOPE OF SERVICES
16.	LOCATION OF THE WORK
17.	EVALUATION CRITERIA
18.	AWARD OF CONTRACT
19.	NEGOTIATIONS AND BEST AND FINAL OFFERS
20.	STANDARD TERMS AND CONDITIONS
REFER	22 RENCES
AT	TACHMENT A CLEANING CHECKLIST
AT	TACHMENT B-COST PROPOSAL BID FORM
NO BI	D FORM

# 1. PURPOSE OF REQUEST FOR PROPOSAL

Lutheran Services Florida (LSF) is seeking proposals from responsible, qualified, and experienced janitorial services providers to provide daily janitorial cleaning of our head start facilities as well as carpet cleaning, strip, wax and acid scrub, etc. of multiple head start centers located throughout Duval County per the outlined scope and specifications provided.

# 2. ABOUT LUTHERAN SERVICES FLORIDA (LSF)

LSF is a non-profit organization dedicated to serving those most vulnerable members of our communities by providing life-changing human services to all people regardless of age, background, or belief system. We are dedicated to serving children and families, youth and teens, adults and elderly, refugees and immigrants through various programs ranging from substance abuse and mental health to education. Through our work, we help communities build healthier, happier, and hope-filled futures.

For additional information about Lutheran Services Florida, please visit our webpage at www.lsfnet.org

## 3. MANDATORY MINIMUM REQUIREMENTS/QUALIFICATIONS

This section contains mandatory minimum requirements that must be met in order for an offer to be considered responsive. If required, offerors shall include a detailed narrative outlining how the proposed solution meets the minimum mandatory requirements outlined in this section.

Failure to meet any one of the mandatory requirements/qualifications will result in the proposal being rejected and the proposal will not move forward in the evaluation process.

All of the items described in this section are non-negotiable. A rejection of a proposal due to a proposal not meeting mandatory minimum requirements can occur at any time in the evaluation process.

- Contractors shall be State of Florida licensed for the job specific request outlined in the scope of work in this RFP to perform these services. <u>https://www.myfloridalicense.com</u>
- Debarment: By signing and submitting a proposal, Offerors certifying that they are not currently debarred by any local or state government or the Federal Government.
- Any offeror wishing to submit a proposal and be considered for this Solicitation will have had and demonstrate successful experience within the past two (2) years relating to or similar to the RFP Scope of Services
- Supervisor or equivalent on site must be Level II Background Screened

## 4. ADMINISTRATIVE GUIDANCE

This RFP is designed to provide interested businesses with basic information sufficient to submit proposals meeting minimum requirements. It is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Offerors are at liberty, and are encouraged, to expand upon the specifications to give additional evidence of their ability to provide the products and/or construction requested in this RFP.

### 5. ISSUING OFFICE AND RFP REFERENCE NUMBER

Lutheran Services Florida Procurement Office is the issuing office for this RFP and all information relating to it. The reference number for this RFP is <u>RFP-2024-13</u>. This number must be referenced on all proposals, correspondence, and documentation relating to this RFP. Failure to do so may result in missed questions or

responses.

## 6. PRE-BID MEETING

A mandatory pre-bid meeting (walkthrough) will be held on **Friday, January 31**<sup>st</sup>, **2025; Please RSVP by Monday, January 27**<sup>th</sup> **2pm EST**. All buildings will be available for review.

All bidders interested in responding to this RFP must have at least one representative of their organization sign in attendance on Pre-Bid Meeting Vendor sheet. Bidders failing to attend the pre-bid meeting will not be allowed to participate further in the RFP process. Late entry to the pre-bid meeting will not be permitted.

After completion of the walkthrough at this building, bidders will have time to complete measurements, take photos, etc. This will be the only time allowed in these areas for the purpose of the bid(s). Please email <u>lsfprocurement@lsfnet.org</u> to **RSVP no later than Monday, January 27<sup>th</sup> 2pm EST.** Please come prepared to take your own measurement of each area.

## 7. QUESTIONS AND ANSWERS

All questions, inquiries, or requests for information, clarification, or interpretation arising subsequent to the issuance of this RFP shall be submitted in writing via email to (<u>lsfprocurement@lsfnet.org</u>) All questions must be received by **Wednesday**, **February 7**, **2025**, **by 5:00 PM EST**. Questions asked after this deadline will not be answered. Procurement will extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical.

### 8. DUE DATE

For a proposal to be considered, it must be submitted directly to <u>LISA.SCHULTZ@LSFNET.ORG</u> via email no later than **Friday February 21<sup>st</sup>, 2025, by 5:00 PM EST**. Proposals received after this deadline will be late and ineligible for consideration. Proposals sent to any other email addresses will not be accepted.

### 9. TIME FOR EVALUATION

All proposals shall remain valid for a minimum of 90 calendar days after the Proposal Due Date to allow adequate time for evaluation.

### 10. ADDENDUM TO RFP

In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be released by the Procurement Office. All addenda become part of the RFP and the information contained therein will take precedence over the information contained in this document.

# 11. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

From the issue date of this RFP until an offeror is awarded a contract, offerors are prohibited from communicating about the subject of this RFP with any Lutheran Services of Florida administrator or staff except the Purchasing Official assigned to this RFP, other Procurement & Contract Services staff members, individuals authorized in writing by the Purchasing Official, and organization representatives during offeror presentations. If violation of this provision occurs, the organization may reject the offeror's proposal.

# 12. CONTRACT PERIOD

The term of this award shall begin upon execution of LSF Agreement and remain in full force until the completion of services.

Initial Term Year 1: April 1, 2025- March 31, 2026 Initial Term Year 2: April 1, 2026- March 31, 2027 Initial Term Year 3: April 1, 2027- March 31, 2028 Optional Year 2: April 1, 2028- March 31, 2029 Optional Year 3: April 1, 2020- March 31, 2030

### 13. PROPOSAL SUBMISSION FORMAT

Proposals should be concise, straightforward and prepared simply and economically.

Organize the proposal as outlined below. Failure to format the proposal as follows may result in the proposal being deemed not responsive and disqualified from consideration. Your response shall be submitted as (3) separate PDF files and labeled as follows:

#### **1. FILE ONE- DOCUMENTATION**

- Business License
- W9
- Certificate Of Insurance

#### 2. FILE TWO – COST PROPOSAL BID FORM

• Please complete and return <u>ATTACHMENT B</u>. Bidders may submit their additional documentation with their cost bid form however Bidders failing to complete the provided cost proposal form may be disqualified at LSF's discretion.

#### **3. FILE THREE- 2 REFERENCES**

The offeror shall provide at least two (2) references of customers which have received services similar to those required by Lutheran Services Florida. Include for each reference, the business name, address, phone number, contact person (including contact person's phone number and email address) date of the project, and a short description of the project and the work performed. Lutheran Services Florida reserves the right to contact or visit any of the offeror's provided references to evaluate the level of performance and customer satisfaction. Information gathered during this process will not be made public. If the offeror is not able to provide the aforementioned information, provide a detailed explanation of the reason(s) for such inability. The information gathered from references will be considered during the evaluation process.

## 14. INSTRUCTIONS FOR SUBMITTING PROPOSALS

#### Preparation and Submission of Proposals

- Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- Proposals must be submitted directly to Procurement and Contracts at <a href="https://www.lsfnet.org">lsfnet.org</a>. Proposals submitted to any other email address will not be accepted.
- Proposals must be submitted by the due date assigned herein. Late proposals will not be accepted.
- By submitting a proposal, the offeror is certifying that is not currently debarred.

- Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <a href="http://www.irs.gov/pub/irs-pdf/fw9.pdf">http://www.irs.gov/pub/irs-pdf/fw9.pdf</a>.
- Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for LSF.
- Proposals must be submitted via email to <u>lsfprocurement@lsfnet.org</u> by the proposal due date, it is the expectation that the subject line of the email when submitting your proposal is "RFP-2024-13 Response". Failure to add this to the subject line may cause your proposal to be missed.

## 15. SCOPE OF SERVICES

It is the express purpose of this Request for Proposal (RFP) to seek a qualified professional to provide daily janitorial services and as requested al la carta floor and carpet maintenance for a Head Start and Early Head Start facilities in Duval County, Florida. <u>All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.</u>

# Janitorial Services Scope of Work

## OPERATIONAL PROCEDURES

- 1. Contractor is to provide all equipment, labor, and supervision of janitorial services.
- 2. The Contractor shall furnish all necessary equipment to clean and maintain the use of the facility, including but not limited to carts, containers, baskets, vacuum cleaners, mops, brushes, etc. Service Provider shall maintain Janitor Closets and equipment in a safe and clean condition. LSF will not reimburse provider for **supplies**, and it is the expectation that the pricing submitted on Attachment B is incorporates all costs for provider to perform the services as outlined.
- 3. Lutheran Services Florida shall furnish all consumables to include, but notlimited to; all paper products such as toilet paper, hand towels, seat protectors, sanitary napkins, and including trash liners; maintenance products, cleaning powders and products, detergents, disinfectants, polishes, and all soap products necessary for the organization to utilize the facilities in a proper manner. All dispensers shall be maintained by the Service Provider at no additional costs to LSF. It is the expectation that the Contractor will provide a report weekly to LSF's Point of Contact outlining low stock and inventory of consumable items. Contractor will reorder consumable items for restock based on the price list submitted to LSF in RFP. Contractor will replace broken dispensers, no additional cost(s) to LSF) within 10 business days.
- 4. Contractor must use color coded mops and separate general area use from restrooms. Mops must be cleaned, sanitized and properly stored after each use.
- 5. Only employees of Contractor are permitted on site and with proper identification.
- 6. Service shall be provided after normal business hours daily (after 5:00 PM) M-F
- 7. Services shall not be delayed exceeding 12 hours between service days.
- 8. Facility must always remain secure. Vendor staff is responsible for ensuring doors remain locked during and after service. Vendor must turn off lights, arm security system and ensure all doors are locked prior to departing facilities.
- 9. Custodial checklist will be provided by LSF, which is herein attached as Attachment "A". The vendor must complete the tasks based on the frequency listed on the checklist, initial and submit to LSF weekly. The checklist must be always kept at the facility and accessible.
- 10. Payment is contingent solely upon LSF's approval.
- 11. Contractor shall provide a communication log, the form of which shall be agreed upon by Contractor and

LSF, to communicate with staff and to be reviewed daily.

- 12. Contractor must establish a quality control plan and provide supervision to ensure that requirements of the agreement are met as provided herein.
- 13. Contractor's staff is responsible for ensuring the facility is secure during and after service. Equipment, supplies, chemicals and applicable work-related items shall be removed and secured within a locked storage area. Storage area shall be kept clean and maintained in an organized manner.
- 14. Contractor must always possess visible company identification while on LSF property.
- 15. Contractor must ensure Contractor's staff has been fully and properly trained on the services to be performed. Contractor's direct employees are the only individuals allowed on LSF property.
- 16. Contractor shall ensure all empty cardboard boxes are broken down and disposed of in the dumpster.
- 17. Contractor shall ensure that NO trash is left outside of the dumpster.
- 18. Where applicable, Contractor shall clean and maintain exterior hand washing stations to include: removal of trash and taken to dumpster nightly, refill hand soap dispensers, and clean and sanitize sink, dispensers and other high touch areas.

### **GENERAL CLEANING**

- 1. CLEANING OF GENERAL AREAS, OFFICES AND CLASSROOMS
- 2. Clean, dust, disinfect and wipe all furniture.
- 3. Clean side light, glass, mirrors doors and partitions.
- 4. Clean and sanitize all phones.
- 5. Clean all accessible walls.
- 6. Remove trash, replace liners, clean, disinfect, sanitize, and dry all garbage, and sanitary napkin receptacles.
- 7. Clean all interior windows and window frames. (monthly)
- 8. Clean and dust all window sills and window treatments. (weekly)
- 9. Clean and disinfect light switches, door hardware and frames.
- 10. Dust pictures, frames and similar wall fixtures.
- 11. Clean all vertical surfaces such as: walls, partitions, door frames and doors.
- 12. Clean, vacuum or dust visible accessible pipes, AC vents, air grills, wall comers, exhaust fans, and high moldings.
- 13. Sweep and mop all composition floors to include removal of dust, wax and dirt from baseboards, comers, and other hard to reach areas. I. Clean and polish water coolers, sinks and plumbing fixtures.
- 14. Clean and disinfect hand basins, backsplash, countertops, and cabinet doors.
- 15. Wash and degrease all rubber type entrance and kitchen rugs and mats.
- 16. Apply odor eliminator in floor drains.
- 17. Spot clean and vacuum all carpeted areas to include entrance mats, upholstery, wall to wall carpet and area rugs.

## GENERAL CLEANING OF RESTROOMS

- 1. Sweep, mop and disinfect all floors including hard reaching places (Including but not limited to, under sinks, behind toilets, etc.) With specially treated mops.
- 2. Clean, deodorize and disinfect all hand basins, fixtures, toilets and urinals both inside and out.
- 3. Clean, and disinfect and dry all toilet seats, washing both sides of the toilet seats.
- 4. Clean and disinfect light switches, walls, and partitions.
- 5. Clean and polish all mirrors, bright work, including but not limited to, sloan flush valves, kick plates, partition hardware, shelves, cabinets, and dispensers.

- 6. Clean, disinfect, empty and replace liners/wax bags in sanitary napkin receptacles.
- 7. Refill all toilet tissue, paper towel, seat cover and soap dispensers as required in corresponding dispensers. Items shall not be left outside of dispensers.
- 8. Vendor shall provide and install all necessary dispensers with LSF prior approval.
- 9. Apply odor eliminator in floor drains.
- 10. Remove trash, replace liners, clean, disinfect, sanitize, and dry all garbage receptacles, and sanitary napkin receptacles.
- 11. Vacuum or dust visible accessible pipes, AC vents, air grills, wall comers, exhaust fans, and high moldings.
- 12. Clean, polish and sanitize shower and bright work (AL LEWIS Building)
- 13. Sweep and mop all composition floors to include removal of dust, wax and dirt from baseboards, comers, lower area of toilets and other hard to reach areas.
- 14. The contractor shall maintain and replace, as necessary, all toilet paper, soap, and paper towel dispensers at no cost to LSF.

### SUPPLIES

- 1. The Service provider shall furnish all necessary equipment to clean and maintain the use of the facility, including but not limited to carts, containers, baskets, vacuum cleaners, mops, brushes, etc. Service Provider shall maintain Janitorial Closets and equipment in a safe and clean condition. LSF will not reimburse provider for supplies, and it is the expectation that the pricing submitted on Attachment B is incorporates all costs for equipment listed above for provider to perform the services as outlined.
- 2. Lutheran Services Florida shall furnish all consumables to include, but not limited to; all paper products such as toilet paper, hand towels, seat protectors, sanitary napkins, and including trash liners; maintenance products, cleaning powders and products, detergents, disinfectants, polishes, and all soap products necessary for the organization to utilize the facilities in a proper manner. All soap dispensers shall be maintained by the Service Provider. It is the expectation that the Contractor will provide a report weekly to LSF's Point of Contact outlining low stock and inventory of consumable items. Contractor will reorder consumable items for restock based on the price list submitted to LSF in this RFP. Lutheran Services Florida shall not be charged sales tax.

# Strip & Wax & Acid Scrub Scope of Work

- 1. Sweep, mop and disinfect all floors including hard reaching places (i.e. under sinks, behind toilets, etc...) with specially treated mops.
- Strip and wax all accessible vinyl floors, apply a minimum of 6 coats commercial rated wax approved by LSF to floors. The number of coats of wax applied to the floor shall equal a 100% of wax solids count based on the percentage of solids within the wax (i.e. 20% solids in wax = a minimum of 5 total coats of wax to be applied to the floor to equal 100%).
- 3. After proper drying of wax on floors seal and buff floor with appropriate high speed buffing machine and buffing pad.
- 4. All edges shall be scrapped, and no wax shall be placed on vinyl cove base, baseboards, walls, furniture, etc...
- 5. Scrub/Acid Wash all ceramic surfaces including kitchen floors.\*\*Provide separate line item itemized cost.
- 6. When performing floor maintenance, all furniture is to be moved by Contractor out of all applicable areas and returned back to its original configuration upon completion. Furniture shall only be returned when floor is dry. Any damages to furniture or flooring shall be the responsibility of the contractor. Furniture must be moved and placed with care. Furniture must be protected and not be left where exposure to the outdoor elements, where damage or theft may occur. The vendor is to provide all equipment, labor and supervision. Any employees that come in contact with children must obtain a passing FDLE Level II

background screening.

- 7. All chemicals, janitorial supplies shall be commercial rated, SDS sheets provided and approved by Project Manager prior to use.
- 8. Only employees of the vendor are permitted on site.
- 9. Facility must remain locked and secure at all times.
- 10. Vendor staff is responsible for ensuring the security is secure during and after service. Vendor must turn off lights, arm security system and ensure all doors are locked prior to departing facilities.
- 11. Minimum of 2 times of year per location (Summer Break and Winter Break) or on an as needed basis.

### Method: Routine Buffing

- When performing floor maintenance, all furniture is to be moved by Contractor out of all applicable areas and returned back to its original configuration upon completion. Furniture shall only be returned when floor is dry. Any damages to furniture or flooring shall be the responsibility of the contractor. Furniture must be moved and placed with care. Furniture must be protected and not be left where exposure to the outdoor elements, where damage or theft may occur.
- 2. Sweep and dust mop work area. Be sure to pay particular attention to corners and hard to get to areas.
- 3. Remove all objects that may be stuck to floor without damaging the floor.
- 4. Complete wet mopping of floor surface is required prior to buffing floor surface with a mild neutral floor cleaner and/or a buffing chemical made specifically for reviving floor finish. Chemicals shall be approved by LSF Project Manager.
- 5. Buff floor with appropriate high speed buffing machine and buffing pad.
- 6. Sweep and dust mop work area once again after buffing.

## **Top Scrubbing**

- When performing floor maintenance, all furniture is to be moved by Contractor out of all applicable areas and returned back to its original configuration upon completion. Furniture shall only be returned when floor is dry. Any damages to furniture or flooring shall be the responsibility of the contractor. Furniture must be moved and placed with care. Furniture must be protected and not be left where exposure to the outdoor elements, where damage or theft may occur.
- 2. Sweep and dust mop work area. Be sure to sweep under chairs and desks paying particular attention to corners and hard to get to areas.
- 3. Remove any objects that may be stuck to floor without damaging.
- 4. Completely submerge mop in cleaning solution and spread evenly across floor. Do not wring mop. Be careful not to splatter on walls and furniture.
- 5. Using a low speed floor machine and proper pad, scrub floor. Clean corners and wipe baseboards dry.
- 6. Pick up excess cleaning solution with wet-dry vacuum.
- 7. Rinse the floor with clean water and clean mop.
- 8. Apply a minimum of 3 coats commercial rated wax approved by LSF to floors.
- 9. After proper drying of wax on floors, seal and buff floor with appropriate high speed buffing machine and buffing pad.

# Carpet Cleaning/Extraction Scope of Work

- 1. Contractor shall remove carpet stains, completely vacuum, shampoo using water extraction equipment and supplies, and completely re-vacuum all carpet in the specified area.
- 2. Contractor shall vacuum the entire carpet prior to shampooing to remove dry, loose soil from carpet pile.
- 3. Vendor shall use pile brush to raise the pile of carpet before and after shampooing, if necessary, in order

to remove embedded soil and grit from the carpet pile or raise the carpet pile to allow sufficient penetration for shampooing or to provide for adequate drying of the carpet.

- 4. Contractor shall shampoo areas inaccessible to the equipment, such as corners, with manual scrubbing devices.
- 5. After shampooing and allowing sufficient drying time, Contractor shall vacuum the carpet following a pattern, which will give the carpet pile a uniform appearance.
- 6. When performing floor maintenance, all furniture is to be moved by Contractor out of all applicable areas and returned back to its original configuration upon completion. Furniture must be moved and placed with care. Furniture must be protected and not be left where exposure to the outdoor elements, where damage or theft may occur.
- 7. The vendor is to provide all equipment, labor and supervision. Any employees that come in contact with children must obtain a passing FDLE Level II background screening.
- 8. All chemicals, janitorial supplies shall be commercial rated, SDS sheets provided and approved by Project Manager prior to use.
- 9. Only employees of the vendor are permitted on site.
- 10. Facility must remain locked and secure at all times.
- 11. Vendor staff is responsible for ensuring the security is secure during and after service. Vendor must turn off lights, arm security system and ensure all doors are locked prior to departing facilities.
- 12. Minimum of 2 times of year per location or on an as needed basis.

### Deep Cleaning Scope of Work

- 1. GENERAL AREAS, OFFICES and CLASSROOMS
- 2. Clean, sanitize and wipe all furniture.
- 3. Clean glass, doors, and partitions.
- 4. Clean and sanitize all phones.
- 5. Clean all accessible walls.
- 6. Remove trash, replace liners, clean and sanitize all garbage and sanitary receptacles.
- 7. Clean all window sills and dust window treatments.
- 8. Clean and sanitize light switches, door hardware and frames.
- 9. Clean all pictures, frames and similar wall fixtures.
- 10. Clean all vertical surfaces such as: walls, partitions and doors.
- 11. Vacuum or dust visible accessible pipes, AC vents, air grills, exhaust fans, high moldings and wall corners.
- 12. Sweep and mop all composition floors to include removal of dust, wax and dirt from baseboards, corners, and other hard to reach areas.
- 13. Vacuum and hot water extract all accessible carpeted areas, to include kitchen, area rugs and entrance/exit mats.
- 14. Clean and polish water coolers and plumbing fixtures.
- 15. Clean and sanitize hand basins countertops and cabinet doors.
- 16. Wash and degrease all rubber type entrance and kitchen rugs.
- 17. Deep Cleaning will be on an as needed basis.

#### RESTROOMS

- 1. Sweep, mop and sanitize all floors including hard reaching places (i.e. under sinks, behind toilets, etc...) with specially treated mops.
- 2. Clean, deodorize and sanitize all counter tops, mirrors, cabinets, hand basins, toilets and urinals.
- 3. Clean and sanitize light switches, walls, and partitions.
- 4. Clean and polish all bright work (e.g. faucets, flush valves, dispensers, partition brackets, etc.).

- 5. Clean, deodorize, sanitize, empty and replace liners/wax bags in garbage and sanitary napkin receptacles.
- 6. Clean, polish and sanitize shower and bright work (AL LEWIS Building)
- 7. Refill all toilet tissue, paper towel, seat cover and soap dispensers as required in corresponding dispensers. Items shall not be left outside of dispensers.
- 8. Vendor shall provide and install all necessary dispensers with LSF prior approval.

#### HEALTH OUTBREAK

- 1. Clean and sanitize all hard surfaces (i.e. counter tops, tables, sinks, toilets, and urinals)
- 2. Clean and sanitize tile walls, partitions, and high touch areas (i.e. light switches, doorknobs, phones, etc.).
- 3. Hot water extract all carpeted areas.
- 4. Clean and sanitize floor and baseboards.
- 5. Health Outbreak cleaning will be on an as needed basis.

### 16. LOCATION OF THE WORK

Lutheran Services Florida is seeking services at the building listed below in Duval County, Florida.

Building	Street Address	City, State Zip
8th Street	20 W 8th Street	Jacksonville FL 32206
A.L. Lewis	3655 Ribault Scenic Dr.	Jacksonville FL 32208
Brentwood	3465 Village Center Dr	Jacksonville FL 32206
Brewer	1095 A. Philip Randolph	Jacksonville FL 32206
Ellis Building (Admin)	3027 San Diego Road	Jacksonville FL 32207
Emerson	3851 Emerson Ste 3	Jacksonville FL 32207
Fairway Oaks	5417 Golfbrook Dr.	Jacksonville FL 32208
ldea Modulars (12 modulars)	2354 University Blvd N Jacksonville	Jacksonville FL 32211
Philips Hwy	4051 Philips Hwy	Jacksonville FL 32207
R.F. Kennedy	1133 Ionia St	Jacksonville FL 32206
Southwind Villa	8711 Newton Rd	Jacksonville FL 32216

## 17. EVALUATION CRITERIA

Proposals shall be reviewed by a committee comprised of LSF employees. That committee shall evaluate each proposal based on the criteria listed below and submit a company's name to LSF for approval. Offeror should ensure that all elements of the RFP are fully covered in their proposals.

Proposals will be evaluated on the following criteria:

- Offers appropriate service for achieving the purpose of this RFP.
- The ability to provide service, as well as past performance of the offeror.
- Ability to meet deadlines.
- References and Company Experience.
- Submission of documents as outlined in RFP "Proposal Response Outline"
- Cost Effectiveness to LSF

### 18. AWARD OF CONTRACT

Based on reviewing responses to the RFP, it is permissible for LSF to interview the leading offerors. These

offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts. LSF reserves the right to split the award to multiple offerors for different scopes with separate contracts. LSF reserves the right to not award all scopes if budget presents a concern.

# **19. NEGOTIATIONS AND BEST AND FINAL OFFERS**

Lutheran Services Florida reserves the right, to negotiate with the finalists and to call for best and final offers.

## 20. STANDARD TERMS AND CONDITIONS

**AGREEMENT:** This Purchase Order Conditions ("Conditions"), including all attachments and documents incorporated herein and the related solicitation, constitutes the entire agreement between LSF and the vendor listed on the Purchase Order ("Vendor") (collectively "parties") with respect to its subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. These Conditions shall be accepted by the Vendor in any manner permitted by law or upon the first of the following to occur: the Vendor makes or signs any other form or letter of acknowledgment; any performance by the Vendor hereunder; or ten (10) days after the Vendor's receipt of these Conditions. Any modifications to these Conditions must be made in writing, signed by both parties.

### 21. CONFLICT OF TERMS

In the event of any conflict regarding Conditions terms and conditions, the order of precedence shall be: 1) the terms and conditions of these Conditions;

2) the terms and conditions included in a separate Conditions signed by LSF and the Vendor.

3) the Vendor's terms and conditions.

The Vendor may request, by submitting in writing, other terms and conditions which, if approved by LSF, may be added to these Conditions. No other terms or conditions will apply to these Conditions, including terms listed or referenced on the Vendor's website or terms listed in the Vendor's quotation/sales order, etc.

### 22. MODIFICATION

Any amendment or modification of these Conditions or additional obligation assumed by either Party in connection with these Conditions will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party via official company channels for proper record-keeping.

### 23. NOTICES

All notices, requests, demands, or other communications required or permitted by the terms of this Agreement shall be in writing and delivered to the Parties at the following addresses:

#### Lutheran Services Florida Inc.

3627A W Waters Ave Tampa, FL 33614

With a copy to: <a href="mailto:contracts@lsfnet.org">contracts@lsfnet.org</a>

Vendor

[Vendor's Address]

or to such other address as either Party may designate from time to time. Notices will be deemed properly delivered:

- (a) immediately upon personal delivery,
- (b) two (2) days after being deposited with the postal service if sent by registered mail, or
- (c) the following day after being deposited with an overnight courier.

### 24. DEBARMENT (2 CFR 180.220)

The Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction(s) arising from these Conditions by any governmental department or agency. If the Vendor cannot certify this statement, it shall attach a written explanation for review by LSF. The Vendor must notify the Director of Procurement and Contracts at LSF within 30 days if the Vendor is debarred by any governmental entity during this Contract period.

### 25. PROCUREMENT ETHICS

The Vendor agrees to adhere to the highest standards of procurement ethics and integrity in all transactions related to this Agreement, in accordance with Florida state law and federal regulations governing procurement practices for federally funded organizations. The Vendor shall comply with all applicable rules and regulations, including but not limited to, the Florida Code of Ethics for Public Officers and Employees (Chapter 112, Florida Statutes), the federal Office of Management and Budget (OMB) Circulars, and any other applicable federal, state, or local procurement laws. The Vendor shall not engage in any conduct that could create a conflict of interest or the appearance of a conflict of interest, including but not limited to, offering or accepting gifts, bribes, or other improper incentives. The Vendor shall ensure that all procurement decisions are made impartially, with no favoritism or bias, and based solely on merit and best value. In the event of any breach of these ethical standards, the Vendor agrees that LSF may take appropriate action, including suspension or termination of the Agreement, in accordance with applicable laws and regulations. The Vendor shall promptly disclose any potential conflicts of interest or unethical behavior to LSF.

#### 26. IN-KIND CONTRIBUTION

LSF, as a grantee of the Head Start Program, is required to obtain in-kind contributions to enhance the quality and effectiveness of the Program, supporting its mission to provide essential services and resources to the community. The Vendor's in-kind contribution will be utilized to further the development and implementation of these services, ensuring the Program can continue to have a positive impact. In the event the Vendor elects to provide an in-kind contribution, the Vendor shall notate the contribution amount on the quote to allow LSF to properly claim the in-kind contribution.

#### 27. ENTIRE AGREEMENT

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### 28. ENUREMENT

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

### 29. LAWS AND REGULATIONS

The Vendor and any and all supplies, services, equipment, and construction furnished under these Conditions shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements. Any non-compliance with these laws will result in termination of the Contract.

### 30. GOVERNING LAW AND JURISDICTION AND VENUE

These Conditions shall be governed by the laws of the State of Florida. The parties will submit themselves and any dispute arising from these Conditions or any breach thereof to the jurisdiction of the courts of the State of Florida in the Thirteenth Judicial Court, Hillsborough County, Florida.

### 30. LEVEL II BACKGROUND SCREENING

All Vendor staff that will come into direct contact with children must undergo level II background screening and must adhere to all required screenings, at the Vendor's expense, or must be accompanied by an individual with such met requirements at all times.

### 31. DAVIS BACON ACT (<u>40 U.S.C. 3141-3148</u>)

All rulings and interpretations of the Davis- Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in these Conditions which will be obeyed by the Vendor. For all projects subject to the Davis-Bacon Act, the Vendor is required to ensure that certified payroll (WH-347 form) is completed accurately and submitted alongside the corresponding invoices. In the event that LSF receives an invoice without the accompanying certified payroll, LSF reserves the right to withhold payment until the certified payroll is received and found to be accurate. Certified payroll must comply with the requirements of the Davis-Bacon and Related Acts as outlined in 29 CFR Parts 1, 3, and 5.

## 32. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

# 33. CLEAN AIR ACT (<u>42 U.S.C. 7401-7671q</u>.) AND THE FEDERAL WATER POLLUTION CONTROL ACT AND FEDERAL WATER POLLUITION CONTROL ACT (<u>33 U.S.C. 1251-1387</u>), AS AMENDED

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671q</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-</u> <u>1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### 34. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT (18 U.S.C. § 874)

The Vendor shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. § 874), as amended, and shall ensure that no person employed by the Vendor, or any subcontractor of the Vendor, is required or coerced to kickback any part of their compensation to the Vendor or any third party in connection with the services rendered under this agreement. The Vendor agrees to promptly report to LSF any violations of the Copeland Anti-Kickback Act and take corrective actions as necessary. The Vendor shall require all subcontractors to comply with the terms of the Act and ensure that appropriate penalties are applied for violations.

# 35. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (§ 200.216)

The Vendor agrees that it will not provide, procure, or use any telecommunications or video surveillance services or equipment that are produced or provided by entities identified in Section 889 of the National Defense Authorization Act (NDAA), which includes certain Chinese companies, or any other entities that have been banned or prohibited under applicable U.S. laws and regulations. The Vendor further agrees to comply with all requirements of the Federal Acquisition Regulation (FAR) 52.204-25, as applicable, and to certify that none of the telecommunications or video surveillance equipment or services provided under this contract are sourced from prohibited vendors or entities. The Vendor shall notify LSF immediately if any telecommunications or video surveillance services or equipment covered by this prohibition are discovered to be used, provided, or supplied in connection with the contract. Any violation of this provision may result in termination of the contract, along with any associated penalties, as deemed appropriate by LSF.

### 36. SOLID WASTE DISPOSAL ACT

As amended by the Resource Conservation and Recovery Act of 1976 as amended, <u>42 U.S.C. 6962</u>. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### 37. DOMESTIC PREFERENCES FOR PROCUREMENTS (§ 200.322)

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in <u>2 CFR part 184</u>.

## 38. EQUAL EMPLOYMENT OPPORTUNITY (<u>41 CFR Part 60</u>)

Vendor certifies that it is an Equal Employment Opportunity employer under Federal law and regulation.

## 39. BYRD ANTI LOBBYING AMENDMENT (<u>31 U.S.C. 1352</u>)

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### 40. CONFLICT OF INTEREST

The Vendor represents that none of its officers or employees are officers or employees of LSF, unless disclosure has been made with and applicable LSF policy.

#### 41. LICENSING

The Vendor will provide LSF with applicable business licenses and any relevant certified vendor licenses at the time of the execution of this Agreement. The Vendor is responsible for ensuring that all necessary licenses are maintained in good standing throughout the term of the Agreement. The Vendor shall immediately notify LSF of any changes to or expiration of such licenses and shall provide updated copies upon request. Failure to maintain the required licenses may result in the suspension or termination of this Agreement.

### 42. INSURANCE REQUIREMENTS

The Vendor shall maintain insurance coverage in accordance with the insurance requirements specified by LSF. The Vendor agrees to follow the insurance provisions as outlined on LSF's Procurement page, available at <a href="https://www.lsfnet.org/procurement/">https://www.lsfnet.org/procurement/</a>, and to provide proof of such coverage upon request. The Vendor shall ensure that all required policies are in effect throughout the duration of the Agreement. Failure to maintain adequate insurance coverage may result in suspension or termination of the Agreement. The Vendor is also responsible for ensuring that any subcontractors comply with these insurance requirements, if applicable.

### 43. PATENTS, COPYRIGHTS, ETC.

The Vendor shall release, indemnify and hold LSF and its officers, agents and employees harmless from liability of any kind or nature, including liability arising from the Vendor's use of any copyrighted or un- copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this Contract.

### 44. INDEMNIFICATION

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with these Conditions. This indemnification will survive the Contract.

#### 45. FORCE MAJEURE

Neither party to these Conditions will be responsible for delay or default caused by fire, riot, acts of God, pandemic, epidemic, or other world health emergency, and/or war which is beyond the party's reasonable control. LSF may terminate these Conditions after determining such delay or default may reasonably prevent successful performance of this Contract.

#### 46. SEVERABILITY CLAUSE

A declaration by any court of competent jurisdiction, or by any other binding legal source, that any provision of these Conditions is illegal and void shall not affect the legality and enforceability of any other provision of these Conditions, unless such provisions are mutually dependent.

#### 47. TERMINATION

#### A. Termination With Cause -

These Conditions may be terminated, with cause, by either party, in advance of the specified termination date, upon written notice given by the other party. The party in violation will have ten (10) working days after notification to correct and cease the violations, after which these Conditions may be terminated for cause.

**B. Termination Without Cause** - These Conditions may be terminated without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice given the other party. On termination of these Conditions, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to the date of termination.

#### 48. PERFORMANCE

In the event that the Vendor's performance is unsatisfactory, whether for ongoing services or a one-time performance, the Vendor will be notified within twenty-four (24) hours of the unsatisfactory performance. The Vendor will be given the opportunity to address and correct the issue within twenty-four (24) hours. If the unsatisfactory performance persists beyond the given timeframe, a penalty may be applied, with an amount equivalent to one day's payment withheld from the total contract amount (whether monthly or yearly). The withheld amount will be calculated based on the total contract value and pro-rated accordingly.

### 49. FISCAL NON-FUNDING CLAUSE

This Agreement is subject to Government funding availability. In the event sufficient Government funds to fund this Agreement become reduced or unavailable, Lutheran Services Florida Inc. shall notify Vendor of such occurrence, and Lutheran Services Florida Inc. may terminate this Agreement, without penalty or expense to the Lutheran Services Florida Inc., upon no less than 30 days written notice to the Vendor. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, Lutheran Services Florida Inc. shall notify Vendor of such occurrence and Lutheran Services Florida Inc. may terminate this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, Lutheran Services Florida Inc. shall notify Vendor of such occurrence and Lutheran Services Florida Inc. may terminate

this agreement without penalty or expense to Lutheran Services Florida Inc. upon no less than 30days written notice to Vendor. Lutheran Services Florida Inc. shall make disbursements to the Vendor for appropriate expenditures incurred up to the effective date of the termination.

### 50. OWNERSHIP OF INTELLECTUAL PROPERTY

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under these Conditions, is a "work made for hire" and will be the sole property of the LSF. The use of Intellectual Property by the LSF will not be restricted in any manner.

The Vendor may not use the Intellectual Property for any purpose other than that Vendor for in these Conditions except with the written consent of the LSF. The Vendor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

#### 51. RETURN OF PROPERTY

Upon the expiration or termination of these Conditions, the Vendor shall return to LSF any property, documentation, records, or Confidential Information that belongs to LSF. The Vendor shall have 30 days to return such property. LSF shall not be held responsible for any costs associated with the return of property.

If any property is not returned or is damaged beyond normal wear and tear, the Vendor shall compensate LSF for the value of the unreturned or damaged property.

#### 52. PRICING

The prices charged to LSF are to be no higher than prices charged on orders placed by others for similar quantities or similar conditions subsequent to the Vendor's last general announced price change.

#### 53. INVOICING

The Vendor will promptly submit invoices (within 30 days of shipment or delivery of services) to LSF. The LSF purchase order number must be listed on all invoices and correspondence relating to a Conditions order. The prices paid by LSF will be those prices listed in these Conditions. LSF has the right to adjust or return any invoice reflecting incorrect pricing. Invoices must be submitted to <u>accountspayable@lsfnet.org</u>. Invoices will be paid on NET 30 terms. Failure to provide the purchase order number on invoices will result in the rejection of the invoice and delays in payment processing. LSF shall not be responsible for any late fees associated with delays caused by incorrect or missing purchase order information on invoices.

#### 54. PAYMENT

Invoices for Goods or Services received more than thirty (30) days after the completion of work or shipping of goods need not be considered for payment by LSF. Payments shall be made within 30 days following the date the commodities listed on this purchase order are delivered or otherwise provided to LSF or the date a correct invoice is received by LSF, whichever is later. All payments to the Vendor will be remitted by mail, electronic funds transfer, or LSF Purchasing Card (major credit card). In the event that these Conditions are terminated by the prior to completion of the Services but where the Services have been partially performed, the Vendor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of Conditions on the part of the Vendor. The Vendor will not be reimbursed for any expenses incurred

in connection with providing the Services of these Conditions.

#### 55. CURRENCY

Except as otherwise provided in these Conditions, all monetary amounts referred to in these Conditions are in USD (US Dollars).

### 56. SALES TAX EXEMPTION

LSF is exempt from Florida Sales and Use Taxes. **(#85-8012671926C-3.)** Do not include taxes when submitting invoices. A Florida Sales and Use Tax Exemption Certificate will be furnished upon request and is also available on <u>www.lsfnet.org/procurement</u> for download. The Vendor is responsible for complying with all tax exemption requirements. The Vendor is responsible for payment of all tax obligations that arise from the Vendor's failure to comply with exemption requirements.

#### 57. COMPENSATION

The Vendor will charge the LSF for services upon satisfactory completion, for an amount not to exceed the purchase order issued and referenced on all invoices associated with this Agreement.

#### 58. PRICE LOCK

The prices offered by Vendor for materials, equipment, labor and all services as set forth in individual Purchase Orders shall not increase during the Agreement.

#### 59. DELIVERY

All orders will be shipped promptly in accordance with the delivery schedule. All shipments, including materials and equipment, are to be made F.O.B. destination, freight prepaid, to the receiving point at LSF, unless otherwise indicated on the purchase order. A copy of the packing list must accompany each shipment. The LSF purchase order number shall be listed on all packing slips, freight tickets, manifests, and other related documents.

### 60. INSPECTION OF GOODS

Risk of loss or damage to goods shall remain with the Vendor until the goods have been delivered to and accepted by LSF, regardless of any other terms contained herein. If installation is part of the Vendor's responsibilities under these Conditions, and items are delivered prior to installation, the Vendor shall be responsible for replacing any items that are damaged or broken upon delivery. If installation is not part of the Vendor's responsibilities, LSF shall have a reasonable period of time, not less than ten (10) days from the receipt of the goods, to inspect and notify the Vendor of any non-conformance with the terms and conditions of this agreement. LSF may reject any goods that do not conform to the specified terms and conditions. Rejected goods may be returned to the Vendor or held by LSF at the Vendor's risk and expense. Any goods shipped in excess of the quantity specified in these Conditions will, at LSF's option, be returned at the Vendor's expense.

#### 61. WARRANTY

Warranties prescribed by law, the goods shall conform to any specifications, drawings, and other description furnished by LSF and shall be free from defects in materials and workmanship. The Vendor also warrants that, to the extent the goods are not manufactured in conformance with detailed designs furnished by LSF, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to LSF for a

period of one year after delivery.

### 62. INDEPENDENT CONTRACTOR

The Vendor is an Independent Vendor and shall have no authorization, express or implied, to bind LSF to any agreements, settlements, liability or undertaking whatsoever, and shall be responsible for the payment of all income tax and social security amounts resulting from payments received from LSF.

### 63. ASSIGNMENT/SUBCONTRACT

The Vendor shall not assign, sell, transfer, subcontract, sublet or delegate any rights or responsibilities under this Contract, in whole or in part, without the prior written approval of LSF. In the event that the Vendor hires a subcontractor with written approval from LSF:

The Vendor will pay the sub-contractor for its services and the Compensation will remain payable by LSF to the Vendor.

For the purposes of the indemnification clause of these Conditions, the sub-contractor is an agent of the Vendor.

#### 64. NO EXCLUSIVITY

The Parties acknowledge that these Conditions are non-exclusive and that either Party will be free, during and after the Term, to engage or Conditions with third parties for the provision of services similar to the Services.

#### 65. AUTONOMY

Except as otherwise provided in these Conditions, the Vendor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Conditions. The Vendor will work autonomously and not at the direction of the LSF. However, the Vendor will be responsive to the reasonable needs and concerns of the LSF.

#### 66. CONFIDENTIALITY

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the LSF which would reasonably be considered to be proprietary to the LSF including, but not limited to, accounting records, business processes, and LSF records and that is not generally known in the industry of the LSF and where the release of that Confidential Information could reasonably be expected to cause harm to the LSF.

The Vendor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Vendor has obtained, except as authorized by the LSF or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of these Conditions.

All written and oral information and material disclosed or provided by the LSF to the Vendor under these Conditions is Confidential Information regardless of whether it was provided before or after the date of these Conditions or how it was provided to the Vendor.

#### 67. WAIVER

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

#### 68. NO SMOKING

Smoking in all LSF buildings is prohibited. Failure to adhere to LSF no smoking policies may lead to removal of Vendor employees and possible Contract termination.

#### 69. DRUG FREE WORKPLACE

Vendor shall hereby assure LSF that it will administer, in good faith, a policy designed to ensure that Vendor is free from the illegal use, possession, or distribution of drugs or alcohol.

#### 70. EQUIPMENT

Except as otherwise provided in these Conditions, the Vendor will provide at the Vendor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

#### 71. SAFETY

All Consultants and sub-Consultants performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Consultants and sub-Consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Agreement.

#### 72. WORKMANSHIP AND INSPECTION

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Consultant and its employees shall be professional and courteous at all times. LSF reserves the right to require immediate removal of any Consultant employee from LSF service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Consultant agrees to this condition by accepting this Agreement. Further, LSF may, from time to time, make inspections of the work performed under the Agreement. Any inspection by LSF does not relieve the Consultant of any responsibility in meeting the Agreement requirements.

\*\*An award resulting from this RFP is subject to successful negotiation of contract terms and conditions. LSF, at its sole discretion, will determine when negotiations of contract terms and conditions become unproductive and will result in termination of award to that offeror and the Organization may move to the next eligible offeror.

# REFERENCES

Provide a listing of at least FOUR (4) references, preferably higher education institutions, for which
the company has provided these products and/or services within the last three (3) years.

(1) Customer Name:	Telephone:
Contact Name:	Title:
E-Mail	
Address:	
(2) Customer Name:	Telephone:
Contact Name:	Title:
E-Mail	
Address:	
(3) Customer Name:	Telephone:
Contact Name:	Title:
Contact Name:	
E-Mail	
E-Mail	Telephone:
E-Mail Address:	Telephone: Title:

#### ATTACHMENT A CLEANING CHECKLIST FOR ALL SITES

CLEANING SPECIFICATIONS FOR ALL SITES					
FACILITY GENERAL CLEANING	Once A Month	Once A Week	Each Time		
Clean, dust, disinfect and wipe all furniture.					
Clean side light, glass, mirrors doors and partitions.					
Clean and sanitize all phones.					
Clean all accessible walls.					
Remove trash, replace liners, clean, disinfect, sanitize, and dry all garbage, and sanitary napkin receptacles.					
Clean all interior windows and window frames. (monthly)					
Clean and dust all windowsills and window treatments.					
Clean and disinfect light switches, door hardware and frames.					
Clean pictures, frames and similar wall fixtures.					
Clean all vertical surfaces such as: walls, partitions, door frames and doors.					
Clean, vacuum or dust visible accessible pipes, AC vents, air grills, wall comers, exhaust fans, and high moldings.					
Sweep and mop all composition floors to include removal of dust, wax and dirt from baseboards, comers, and other hard to reach areas. I. Clean and					
polish water coolers, sinks and plumbing fixtures. Clean and disinfect hand basins, backsplash,					
countertops, and cabinet doors.					
Wash and degrease all rubber type entrance and kitchen rugs and mats.					
Apply odor eliminator in floor drains.					
Spot clean and vacuum all carpeted areas to include entrance mats, upholstery, wall to wall carpet and area rugs.					

Refill all toilet tissue, paper towel, seat cover and soap dispensers as required in corresponding dispensers. Items shall not be left outside of dispensers. Vendor shall provide all necessary dispensers with LSF prior approval.		
Provide LSF notification a list of low-stock consumable items- itemized.		
Provide LSF notification a detailed list of broken/missing dispensers with an ETA of when the item(s) will be replaced.		

CLEANING SPECIFICATIONS FOR ALL SITES						
GENERAL CLEANING OF RESTROOMS	EANING OF RESTROOMS Once A Once A Month Week					
Sweep, mop and disinfect all floors including hard reaching places (including but not limited to, under sinks, behind toilets, etc.) with specially treated mops.						
Clean, deodorize and disinfect all hand basins, fixtures, toilets and urinals both inside and out.						
Clean, and disinfect and dry all toilet seats, washing both sides of the toilet seats.						
Clean and disinfect light switches, walls, and partitions.						
Clean and polish all mirrors, bright work, including but not limited to, sloan flush valves, kick plates, partition hardware, shelves, cabinets, and dispensers.						
Clean, disinfect, empty and replace liners/wax bags in sanitary napkin receptacles.						
Refill all toilet tissue, paper towel, seat cover and soap dispensers as required in corresponding dispensers. Items shall not be left outside of dispensers. Vendor shall provide all necessary dispensers with LSF prior approval.						
Apply odor eliminator in floor drains.						
Remove trash, replace liners, clean, disinfect, sanitize, and dry all garbage receptacles, and sanitary napkinreceptacles.						
Vacuum or dust visible accessible pipes, AC vents, air grills, wall corners, exhaust fans, and high moldings.						

Sweep and mop all composition floors to include removal of dust, wax and dirt from baseboards, comers, and other hard to reach areas.		
Clean, polish and sanitize		
shower and bright work (AL LEWIS Building)		
Provide LSF notification a list of low-stock consumable items- itemized.		
Provide LSF notification a detailed list of broken/missing dispensers with an ETA of when the item(s) will be replaced.		

FACILITY CLOSING INSTRUCTIONS						
CLOSING INSTRUCTIONS	CLOSING INSTRUCTIONS Once A Once A Month Week					
Arrange Furniture						
Maintain Janitorial Closet						
Complete Custodial Check List						
Turn Off All Lights						
Secure Entry Doors And Windows						
Close Office And Hallway Doors						
Activation Of Security Alarm						
Submit completed Custodial Check List to LSF						
Leave List for LSF Point of Contact itemizing the low- stock consumable items requiring reorder						

#### ATTACHMENT B-COST PROPOSAL BID FORM \*REQURIED

#### Services 1. Janitorial Services Pricing

Building	Approx SF	Standard Monthly Cost	Monthly In Kind	Monthly Cost after In Kind	Annual Cost after In Kind
8 <sup>th</sup> Street	Αμριοχοί				
A.L. Lewis					
Brentwood					
Brewer					
Ellis Building (Admin)					
Emerson					
Fairway Oaks					
IDEA Modulars (Admin)					
IDEA Modulars (Kitchen)					
IDEA Head Start Classrooms (Each)					
Philips Hwy					
R.F. Kennedy					
Southwind Villa					

#### Services 2. Strip & Wax & Acid Scrub Cleaning Pricing

Building	Approx SF	Strip and Wax	After Discount	Acid Scrub	After Discount
8 <sup>th</sup> Street					
A.L. Lewis					
Brentwood					
Brewer					

Ellis Building (Admin)			
Emerson			
Fairway Oaks			
IDEA Modulars Admin			
IDEA Modulars Kitchen			
IDEA Modulars HS Classrooms (Each)			
Philips Hwy			
R.F. Kennedy			
Southwind Villa			

#### Services 3. & 4. Routine Buffing Price Top Scrub

Building	Approx SF	Routine Buffing	Price after Discount	Top Scrubbing	Price after Discount
8 <sup>th</sup> Street					
A.L. Lewis					
Brentwood					
Brewer					
Ellis Building (Admin)					
Emerson					
Fairway Oaks					
IDEA Modulars Admin					
IDEA Modulars Kitchen					
IDEA Modulars HS Classrooms (Each)					
Philips Hwy					

R.F. Kennedy			
Southwind Villa			

#### Services 6. & 7. Deep Cleaning Pricing & Health Outbreak Cleaning Pricing

Building	Approx SF	Deep Cleaning	Price after Discount	Health Outbreak Cleaning	Price after Discount
8 <sup>th</sup> Street					
A.L. Lewis					
Brentwood					
Brewer					
Ellis Building (Admin)					
Emerson					
Fairway Oaks					
IDEA Modulars Admin					
IDEA Modulars Kitchen					
IDEA Modular HS Classrooms (Each)					
Philips Hwy					
R.F. Kennedy					
Southside Villa					

## 8. Janitorial Consumable Supplies Percent Markup

Item	# Of Items/Case	Unit Of Measure	Unit Pricing	% Markup to LSF
Paper Towels	30	Case		
Black 38x 58 Liner	100	Case		

Black Dispensers	1	Each	
24x33 Clear Liners	1000	Case	
33x40 Clear Liners	250	Case	
38x 58 Black Liner	100	Case	
Facial Tissue	36	Case	
Gojo Soap	2	Case	
Towel Roll	6	Case	
2ply Toilet Paper	36	Case	
Delivery Charge	1	Each	

By signing below I certify that:

- This proposal is valid for 90 days for evaluation. The prices offered by the awarded contractor for materials, labor, and all services as set forth in Purchase Order shall not increase at any point during the Term.
- I attended the Mandatory Walk thru and verified measurements to provide an accurate bid.
- I fully understand all expectations of the requested services and will meet LSF's Scope of Work as requested in RFP-2024-013.
- I, certify that neither myself nor my principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction(s) arising from these Conditions by any governmental department or agency.
- I understand I must submit a response per "Proposal Response Outline" in RFP

Printed Name:	
Signature:	
Telephone:	Email:
Date:	

## NO BID FORM

#### UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

*If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:* 

Lutheran Services Florida Procurement and Contracts Department LSFProcurement@lsfnet.org 3627 A W Waters Ave Tampa, FL 33614

We are unable to submit a bid at this time due to the following reason(s):

- Do not meet minimum requirements
- □ Insufficient time to respond schedule
- Conflicts with production
- Do not offer these commodities/svcs
- Other (please state below)

-	
C.	uggestions:
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Company Name:			
Signature & Title:			
Street:			
City:	State:	Zip:	Phone: