

Early Learning Coalition of the Big Bend Region, Inc. (ELC)
Invitation to Bid (ITB) for Professional Office Cleaning Services, # ITB.2024.2025-0001

I. Organization Information

The Early Learning Coalition of the Big Bend Region, Inc. (ELC) operates as a not-for-profit corporation and incorporated as the Leon School Readiness Coalition in 2001 as required by the School Readiness Act of 1999 (F.S. 411.01). In response to legislative requirements, ELC has gone through several transitions, mergers as well as name changes, and expanded its service area to encompass the seven counties it serves today.

Headquartered in Tallahassee, Florida, ELC currently has 48 employees and proudly serves Gadsden, Jefferson, Leon, Liberty, Madison, Taylor, and Wakulla Counties. A contracted partner with the Florida Department of Education’s (DOE) Division of Early Learning (DEL), ELC is responsible for the administration of the School Readiness (SR), Voluntary Prekindergarten (VPK) and Child Care Resource and Referral (CCR&R) programs within its service area.

II. Statement of Need

The objective of this **Office Cleaning Invitation to Bid (ITB) – #ITB.2024.2025-0001** solicitation is to procure a Contract for a responsive Vendor who will provide professional office cleaning services for ELC’s office located in Quincy, Florida. ELC intends to make a single award. However, ELC retains the right to grant an award to one or more Bidders, or to make no award, as deemed to be in the best interest of the state.

Responsive Proposals will demonstrate Bidder has a minimum of two (2) years of professional office cleaning services and has the staffing capacity to provide these services in a high-quality manner with excellent customer service at a reasonable cost to the organization.

III. Contract Term

The initial Term of the Contract resulting from this solicitation will be for a five-year period. The renewal term may be equal to the term of the original contract or a period not to exceed a combined period of three years, whichever is greater (§ 287.057 Fla. Stat.).

Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written Amendments signed by the parties, contingent upon the satisfactory performance of the Vendor, and subject to the availability of funds.

ELC anticipates the first Term will begin by January 1, 2025, or on the date the Contract is signed by the last party required to sign (“execution date”), whichever is later, and end on December 31, 2029, or five years from the date executed.

ELC may exercise the option to extend the final Term exercised for a period of no more than six months.

IV. Definitions

In this ITB, capitalized terms used herein shall have the meanings ascribed thereto in § 287.057 and 411.01, Fla. Stat., and, in addition, the following terms shall have the meanings specified below, unless otherwise expressly provided or unless the context otherwise requires:

Agreement: A legally binding Contract (“Agreement”) between ELC and a Contractor for the provision of commodities (goods and/or services) that includes Terms and Conditions, Scope of Work (SOW), Appendices, Exhibits, Attachment(s), and any Amendments.

Amendment: A document by which substantial changes are made to the terms of an executed Contract. Any Amendments will be incorporated as part of the original Contract.

Attachment: A document or material object added to the Contract’s Proposal.

Bid – The completed bid application form as submitted online using the template provided by ELC.

Bidder – A Vendor who submits a complete/timely application using the template provided by ELC.

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Board: ELC’s governing body.

Board Member: A member of ELC’s governing body.

Contract: See Agreement. Contract and Agreement have the same definition and may be used interchangeably throughout the ITB.

Contractor(s): The Vendor(s) selected to provide the goods and/or services outlined in the SOW under the Terms and Conditions of the awarded Contract.

Executive Committee: Committee consisting of ELC officers and committee chairs from ELC’s Board.

Invoice: A standardized form used by Contractor to request payment from ELC which itemizes the completed deliverables and billing rates outlined in the Contract for a specified billing period.

Proposal: A written Proposal prepared in response to this ITB using ELC’s Proposal template which includes all required document uploads.

Scope of Work (SOW): The Scope of Work (SOW) outlines the specific deliverables, timelines, and responsibilities the Contractor must perform in accordance with the executed Agreement.

Term: The initial Term of the Contract resulting from this solicitation will begin on the date the last required party signs ELC’s Professional Service Agreement (Agreement) and end five years from that date. Upon written Agreement, the Contract may be renewed, in whole or in part in accordance with subsection § 287.057(13) Fla. Stat. Any renewal is subject to the same terms and conditions set forth in the initial Contract and any written Amendments signed by the parties. Any renewal is contingent upon the satisfactory performance of the Vendor and subject to the availability of funds.

Vendor: A Bidder who is registered in MyFlorida Market Place (MFMP) or who will register in MFMP prior to contracting with ELC.

V. Timeline of Events

Procurement Schedule	Due Date	Time (EST)
1. Release ITB in Florida Administrative Registrar (FAR) and on ELC Website	09/30/24	1:00 PM
2. Deadline to e-mail Letter of Intent (LOI) to apply	10/04/24	5:00 PM
3. Deadline to e-mail Technical Questions	10/04/24	5:00 PM
4. Mandatory Vendor Office Visit (15 minutes) *	10/07/24	9:00 AM – 4:30 PM*
5. Anticipated date to post FAQ’s on ELC’s website	10/07/24	5:00 PM
6. Proposal due date	10/14/24	1:00 PM
7. Public opening of Proposals (Zoom Meeting)	10/14/24	1:01 PM
8. Review Period – Identify Responsive Proposals and Rank-Order Bids on Price	10/14/24 to 10/16/24	
9. Anticipated date to post Notice of Intent to Award (NOIA)	10/16/24	8:00 AM
10. Anticipated End of 72 Hour (Three Business Day) period to protest NOIA.	10/21/24	8:00 AM
11. Anticipated End of 10 Calendar Day Period for Formal Written Protest with 1% Bond	10/30/24	5:00 PM
12. Anticipated Contract Start Date	01/01/25	

**Note: Call 850-901-4188 to schedule your Mandatory Vendor Office Visit (15-minute appointment to view the office). Vendors must complete the Mandatory Office Visit on 10/07/24 or they will be disqualified.*

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ELC must receive any formal written protest post-marked or hand-delivered before the end of the ten (10) calendar day period (see above Timeline of Events). Any individual or firm submitting a formal written protest must also submit a bond equal to 1% of the Contract value per § 287.042(2) (c) and 120.57(3)(b), Fla. Stat.

Failure to file a formal written protest within the time prescribed in § 120.57(3)(c) Fla. Stat., shall constitute a waiver of proceedings under Chapter 120, Fla. Stat.

Each Proposal will be reviewed to determine it meets all requirements and is responsive. Non-responsive proposals will not be included in the list of rank-ordered proposals based on price (lowest to highest) and these Bidders will receive a notification their Proposals have been disqualified.

In the event of a tie score, both firms will have an equal rank. If Bidders have tie scores in first place, ELC may give preference to Certified Minority Business Enterprises (CMBE). If no CMBEs tie in first place, ELC may negotiate with both firms to determine which firm agrees to the most beneficial terms, conditions, and offers the best price.

Prior to engaging in any Agreement with the successful Bidder (“Contractor”), ELC will conduct reference checks and verify Contractor is not on any state or federal discriminatory, excluded, convicted felon, or debarred lists that would deem its firm ineligible.

ELC reserves the right to select more than one firm from the ITB and engage with them for any part of the work outlined in the SOW.

VI. General Instructions to Bidders
Electronic Submission

All Bidders must use the electronic templates provided by ELC to submit their LOI’s and Proposals before the noted deadline date/times.

A. Letter of Intent and Technical Question Form

Complete and submit each form no later than 5:00 p.m., Friday, October 4, 2024 (see links below in each bulleted sub-section).

▪ **Letter of Intent (LOI) Form**

Use the below link to the LOI Form to communicate your company’s intent to submit a Proposal in response to this ITB. ELC uses the company name, e-mail address, and contact person information from the LOI Form to efficiently communicate any notices/updates regarding this solicitation to all interested parties.

➤ <https://form.jotform.com/242681539608162>

▪ **Technical Questions (Optional Section on LOI Form)**

Use the LOI form link to submit your technical questions about the ITB or Required Proposal Template

➤ <https://form.jotform.com/242681539608162>

B. Required Proposal Template

ELC must **receive** all electronic Proposals by **1:00 p.m. Eastern Standard Time (EST), Monday, October 14, 2024**. Use the following link to complete/submit your Proposal:

➤ <https://form.jotform.com/242678409227161>

Plan for possible heavy system traffic and submit your Proposals *at least one hour prior to the noticed deadline time* to avoid having the system reject any late or incomplete Proposals.

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C. Addenda to the ITB

ELC reserves the right to modify this solicitation by addenda. Addenda may modify any aspect of this solicitation. Any addenda issued will be posted on ELC's website. It is the Bidder's responsibility to check the solicitation on ELC's website for any changes throughout the procurement process and prior to submitting a bid.

D. Public Opening

Bids will be opened, and the names of Bidders will be announced at a public meeting on the date and at the location indicated in the Timeline of Events section. Bidders are not required to attend. In accordance with § 119.071(1)(b), Fla. Stat., ELC will not provide other information regarding the received Bids at the public opening.

E. Mandatory Responsive Requirements

ELC will only review Bids from Bidders who meet all Mandatory Responsive Requirements included in **Appendix B**.

ELC will perform an initial responsiveness check. Bids found to be non-responsive will not be considered for award. ELC reserves the right to act upon information discovered during and after the initial responsiveness check impacting the responsibility or responsiveness of the Bidder.

F. Basis of Award

The Contract will be awarded to the responsive and responsible Bidder(s) that submits the lowest bid(s).

ELC will consider the total cost for each year of the Contract, including renewal years, as submitted by the Bidder. ELC reserves the right to award multiple Contracts or to award Contract(s) for all or part of the work contemplated by this solicitation. ELC reserves the right to reject all Bids. ELC reserves the right to award Contract(s) to the next lowest responsive Bid(s) from responsive and responsible Bidder(s) to this solicitation if ELC cannot execute a Contract with a Bidder identified in the Notice of Intent to Award (NOIA). ELC reserves the right to award to another vendor if ELC is unable to execute a Contract with the initially or previously awarded Bidder.

G. Electronic Posting of Notice of Intent to Awarded NOIA

ELC will electronically post a NOIA on its website in accordance with the Timeline of Events. The NOIA will remain posted for a period of 72 hours, not including Saturdays and Sundays or State holidays, as specified in § 110.117, Fla. Stat.

H. Contract Formation

ELC may issue a 'Notice of Intent to Award' to award Contract(s) to successful Bidder(s). However, no contract shall be formed between a Bidder and ELC until both parties sign the Contract. ELC shall not be liable for any work performed before the Contract has been executed as indicated by acceptance and signatures by all required parties based on the date the last required party signs. The Contract Term will become effective on the date indicated as the term effective date or the date the last party signs, whichever is later.

ELC intends to enter into the Contract(s) with Bidder(s) pursuant to the 'Basis for Award' section of this solicitation. No additional documents submitted by a Bidder shall be incorporated in the Contract unless they are specifically identified, incorporated by reference, and approved by ELC. If any additional documents are submitted by the Bidder, the additional documents will not be considered for the Basis for Award.

I. Other Requirements Following Award

1) Registration with the Florida Department of State

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If awarded a Contract, the Bidder shall provide a PDF file of its current and active registration with the Florida Department of State prior to execution of a Contract or, if exempt from registration, a statement to that effect noting the basis for the exemption. Bidders should note that foreign entities are required to obtain a Florida Certificate of Authorization pursuant to applicable Florida Statutes from the Florida Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit <https://dos.myflorida.com/sunbiz/>

2) Form W-9

The awarded Bidder must complete a Form W-9 prior to execution of a Contract. The Internal Revenue Service receives and validates the information provided on Form W9.

3) Preferred Pricing

The awarded Bidder must provide a completed Preferred Pricing Affidavit upon Contract Execution and annually thereafter throughout the Contract Term and any renewals and/or extensions.

VII. Notice of Intent to Award (NOIA)

The Contract shall be awarded to the Bidder whose Proposal is determined to be the most advantageous to ELC, based on the price of all proposals determined to be responsive. All Bidders who submit a timely LOI will receive an e-mail with a link to the NOIA when ELC posts it online.

VIII. Sole Point of Contact

A. Limitations on Contacting Early Learning Coalition Personnel

Cone of Silence – Effective as of the issuance of this solicitation and ending upon completion of the 72-hour (3-Business Day) period following the date ELC releases a Notice of Intent to Award (NOIA), no person, entity, or other organization shall contact and/or discuss any matter pertaining to this ITB with any of the following:

- ELC board members
- Any ELC employees (including officers)

All inquiries must be directed in **writing via e-mail** to the contact noted below in **Section VIII. B.** Any person, entity, or other organization that violates this provision may be disqualified from this ITB.

B. Sole Point of Contact (“Contact”)

ELC will only respond to written communications regarding this ITB. All communications will be reviewed by the Sole Point of Contact (“Contact”):

Helen Giraitis, M.P. Aff., Procurement and Contracts Manager
Early Learning Coalition of the Big Bend Region, Inc.
2639 North Monroe St., Building C-300
Tallahassee, FL 32303
Email: procurement@elcbigbend.org

ELC will not accept any phone calls regarding this ITB other than to schedule the Mandatory Vendor Office Visit indicated above in Section V. (Timeline of Events). Send all communications to the Contact at the above address. Formal Written Protests must be mailed or hand-delivered to this address.

ELC must receive any Formal Written Protest, along with a bond equal to 1% of the NOIA Contract amount, post-marked or hand-delivered on or before the end of the ten (10) calendar day period (see **Timeline of Events** in **Section V**).

IX. Procurement Information

A. Prohibition of Lobbying

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Any Bidder or lobbyist (paid or unpaid) for a Bidder is prohibited from having any private communication concerning any procurement process or any response to the procurement process with any ELC board member or any employee (including officers) who has not been designated by ELC as the Single Point of Contact after the official issuance of the solicitation and until completion of contract award to the selected Bidder. A proposal from any Bidder will be disqualified when the Bidder (or a lobbyist, paid or unpaid, for the Bidder) violates this condition of the procurement process.

B. Frequently Asked Questions (FAQ)

This ITB will not include a bidder's conference. ELC will accept written technical questions submitted via the 401(k) TPA FAQ Form in **Section VI A. 2)** by **5:00 p.m., Friday, October 4, 2024**, and will post a FAQ document on its website by **5:00 p.m., Monday, October 7, 2024**.

C. Right to Reject Proposal and Waive Non-material Irregularities

ELC reserves the right to accept or reject any or all Proposals and/or to readvertise, waive any non-material irregularities and technicalities contained therein, and may, at its sole discretion, request a clarification of other information to evaluate any or all Proposals. Bidders may be required to submit evidence of qualifications or any other information as ELC may deem necessary.

In consideration of ELC's evaluation of submitted Proposals, the Bidder expressly waives any claim for damages, of any kind whatsoever, in the event ELC exercises its rights provided for in this section.

D. Conflicts of Interest

Bidders shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of ELC. Bidders shall also disclose the name of any ELC employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's business or its affiliates. All Bidders must disclose any business or family relationships with any officer, director, subcontractor, contractor, or employee of ELC.

E. No Prior Involvement

Vendors, Contractors, Subcontractors, and individuals that have assisted in preparation of the ITB or with project management oversight are precluded from bidding or preparing a reply for this solicitation.

F. Tied Offers/Bids

In the event two companies have tie scores for their Proposals and one is a minority-owned business, preference will be given to the minority-owned business. If no minority business submits an offer, preference will be given to the business that is veteran- or women-owned. However, no preference will be given if all top Bidders are women- or veteran-owned businesses and are not minorities. No preference will be given to firms that do not qualify as minority, women, or veteran-owned businesses. See **Section VIII (Diversity)** for additional information.

G. Preparation Costs Associated with Proposal/Bid

All costs incurred in the preparation of a Proposal in response to this solicitation will be the responsibility of the Bidder and will not be reimbursed by ELC.

H. Public Information

All submitted proposals and any included attachments shall become public record upon their delivery to ELC in accordance with Chapter 119, Florida Statutes. You may e-mail questions pertaining to all aspects of this ITB to the **Contact** identified in **Section VIII**.

X. Compliance with Laws

The Successful Bidder ("Contractor") shall for itself, and it shall cause each of its employees, agents, representatives, and contractors and subcontractors to continuously comply with all federal, state, and local laws, rules, regulations, codes, ordinances, statutes, and orders of any public authority

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bearing on the performance of the awarded Contract. Contractor shall ensure throughout the duration of the Contract that it, and all its contractors and subcontractors of any tier, shall be properly licensed and certified continuously throughout the duration of all work performed and services provided are in accordance with the resulting Contract. All such licensing and certification shall be at the sole cost of each Contractor and subcontractor. Upon request, Contractor shall furnish to ELC copies of any licenses, permits or certification required to comply with any law, rule, regulation, code, ordinance, statute, and order referenced herein. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility. Any Contractor selected to do business with ELC will be required to attest to compliance with the following federal and state rules and regulations:

- Equal Employment Opportunity (EO 11246 as amended by EO 11375 and supplemented by regulation 41 CFR part 60)
- Copeland "Anti-Kickback" Act (18 USC 874 and 40 USA 276c)
- Davis-Bacon Act, as amended (40 USC 276a to a-7)
- Contract Work Hours and Safety Standards Act (40 USC 327-333)
- Rights to Inventions Made Under a Contract or Agreement (37 CFR part 401)
- Clean Air Act (42 USC 7401 et seq) and Federal Water Pollution Control Act (33 USC 1251 et seq), as amended
- Byrd Anti-Lobbying Amendment (31 USC 1352)
- Debarment and Suspension (ED 12549 and E0 12689)
- Remedies Clause (45 CFR 92.36 (i)(2))
- Energy Policy and Conservation Act (Pub. L. 94-163 & 45 CFR part 92.36 (i)(13))
- Background Screening Requirements § 435.03 and 435.04, Fla.Stat.)

Contractor must comply with antidiscrimination laws and may not exclude any person(s) from participating in, deny any person(s) the proceeds or benefits of, nor otherwise subject any person(s) or Subcontractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. Any person, who is providing commodities or contractual services, or possible subcontract, must comply with the Americans with Disabilities Act of 1990, Public Law 101-336, as amended. Any person with a qualified disability shall not be denied equal access and effective communication regarding any Reply documents or the attendance at any related meeting or Reply opening. If accommodations are needed because of a disability, please contact the OSCA General Services Office at (850) 410-5300 at least five (5) business days prior to the event.

XI. Diversity

ELC is committed to supporting diverse business industries and populations through ensuring participation by minority-, veteran-, and women-owned business enterprises in the economic life of the state ([Statutes & Constitution :View Statutes : Online Sunshine \(state.fl.us\)](#)), § 287.09451 Fla. Stat. Minority, veteran, and women-owned business enterprises are strongly encouraged to participate in this solicitation.

ELC will verify the minority-, veteran-, and women-owned status of all finalists on the State of Florida's Certified Vendor Director at [OSD \(myflorida.com\)](#). Bidders may view the State's certification requirements online at [Get Certified / Office of Supplier Diversity \(OSD\) / Agency Administration / Florida Department of Management Services - DMS \(myflorida.com\)](#).

XII. Procurement Constraints

A. Discriminatory Vendor List

An entity or affiliate who has been placed on a discriminatory vendor list, pursuant to § 287.134 Fla. Stat., is disqualified from submitting a Proposal.

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The Florida Department of Management Services (DMS) is responsible for maintaining discriminatory Vendor information on its website. An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity.

B. Convicted Vendor List

DMS maintains a list of any convicted vendors on its website. A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a Contract to provide any goods or services to a public entity.

C. Suspended Vendor List

DMS maintains a list of suspended vendors on its website. A person or affiliate who has been placed on the Suspended Vendor List for contractual default may be excluded from award of a Contract unless the vendor corrects its failure within the time frame provided by the contracting entity, pays any additional cost incurred for re-procuring the services, or is legally excused by the agency from default.

D. IRS Form W-9

ELC is required by federal law to perform "Taxpayer Identification Number" (TIN) matching for all Vendors with the United States Internal Revenue Service (IRS). The selected vendor will be required to submit a completed W-9 form.

E. No Lobbying

In accordance with § 11.062 and 216.347, Fla. Stat., no funds from the PO/Contract may be used for lobbying the state Legislature, the judicial branch, or any state Agency. Acceptance of these PO/Contract terms indicates Contractor is aware of and currently complies with the described lobbying activity restrictions. Contractor shall require all subcontracts include this certification language, which is a material representation of fact upon which the Parties placed reliance when they made or entered into this transaction.

F. Conflicts of Interest/No Prior Involvement

Vendors, Contractors, Subcontractors, and individuals that have assisted in preparation of the ITB or with project management oversight are precluded from bidding or preparing a Reply for this solicitation. The Vendor and/or Contractor shall not compensate in any manner, directly or indirectly, any officer, agent, or employee of ELC for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the vendor and/or Contractor. No officer, agent, or employee of ELC shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, ELC. The Contractor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Contract resulting from this ITB.

G. Additional Constraints

Failure to have performed any previous contractual obligations with ELC in a manner it deems satisfactory will be sufficient cause for disqualification. To be disqualified under this provision, the Bidder must have:

- 1) Previously failed to adequately perform in a prior Contract with ELC, been notified by ELC of the unsatisfactory performance, and failed to correct the inadequate performance to the satisfaction of ELC; or
- 2) Had a Contract terminated by ELC, by any State agency, or by any other organization for cause.

Appendix A: Scope of Work (SOW)

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A. Service Frequency

- 1) Perform weekly cleaning services every Tuesday and Thursday after 6 p.m.
- 2) ELC will notify Contractor at least two (2) weeks in advance if it wishes to change the schedule and/or increase the number of cleaning visits from 2 to 3 times/week.

B. Cleaning Services Required During All Scheduled Visits

- 1) Clean the following rooms/areas in the office
 - a) Lobby
 - b) Reception
 - c) All office areas as follows –
 1. Resource room
 2. Bathroom (s)
 3. Kitchen
 4. Training room/area
 5. Individual offices (Each office area has a desk, workstation, and phone)
- 2) Vacuum all carpets
- 3) Dust all shelving, windowsills, door frames, baseboards and molding, ceilings, and heating/AC ventilation screens or panels.
- 4) Clean/sanitize all tile or wood floors, toilets, sink and sink fixtures, mirrors, door handles, and glass doors.
- 5) Clean/sanitize all countertops, reception counters and panels, cubicles, and tables.
- 6) Remove all trash from interior trash containers and dispose in dumpster.
- 7) ELC staff will maintain their own office desks.

C. Cleaning Services Required Once/Month (minimum)

- 1) Exterior/Interior Window cleaning
- 2) Perform window cleaning during at least one regularly scheduled cleaning session/month.

D. Cleaning Services Required Once/Quarter (minimum)

- 1) Carpet cleaning
- 2) Perform carpet cleaning during at least one regularly scheduled visit per quarter
- 3) ELC may request carpet cleaning services prior to the end of the three-month interval due to unexpected spills or substantial staining. Spot cleaning will not reset the three-month cleaning schedule.

E. Cleaning Supplies and Equipment

- 1) Contractor will supply all cleaning materials/supplies and equipment needed to perform all job duties
- 2) Perform carpet cleaning during one regularly scheduled visit per quarter
- 3) Contractor will wear a facial mask and gloves when cleaning while health hazards such as COVID- 19 pose an active threat to the community

H. Contractor Documentation for Days Worked

- 1) Contractor must complete a Vendor Cleaning Log and record their name, date cleaned, sign-in, and sign-out for every date they clean the office
- 2) Office staff must confirm, in writing, that Contractor satisfactorily completed all required cleaning tasks after Contractor submits each invoice
- 3) Contractor will have the opportunity to remediate any work not completed satisfactorily

Appendix B: Mandatory Responsiveness Requirements

A. Evaluation

Responsive bids will be rank- ordered, from lowest to highest price. In the event of a tie score, both Bidders will have an equal rank. If Bidders have tie scores in first place, ELC will follow the guidelines outlined in the ITB in **Section IX. F. (Tied Offers/Bids)**.

B. Bid Review – Fatal Errors

All Responsive Bids will be included in the rank-order listing from lowest to highest bid. Each bid must have **Yes** Results for all Review Criteria to be determined Responsive. A single **No** result will disqualify a Bid.

Application Elements	Review Criteria	Result (Yes/No)	Fatal Error Result
Proposal Due Date	Bidder submits application on/before the posted due date <u>and</u> time per the date and timestamp applied via ELC's e-mail server. <i>The Proposal Application Template will <u>not</u> accept any applications after the due date/time.</i>		No
Cone of Silence	Bidder observes the Cone of Silence and makes no attempts to call, e-mail, or otherwise contact any of the parties identified in Section VIII A .		No
Complete Proposals	Application includes all completed required sections and requested documents. <i>The Proposal Application Template will <u>not</u> allow Bidder to Submit an incomplete Application.</i>		No
Required References (Section V. B)	Proposal includes three (3) references on letterhead with organization name, contact information, and description of the services provided by Bidder <i>The Proposal Application Template will <u>not</u> allow Bidder to Submit an incomplete Application.</i>		No
Reference Check (Section V. B)	All references indicate Bidder has provided satisfactory services to their businesses for at least one full year.		No
Mandatory Bidder Office Visit	Bidder completes the Mandatory Office Visit included in the ITB schedule in Section V <u>and</u> signs/dates the Visitor Log.		No
Responsive Bid	Bidder has Yes Results for All Criteria		No

Appendix B: Mandatory Responsiveness Requirements

C. ELC's Rights to Reject Bids

ELC may reject any Bid not submitted in the manner specified by this solicitation.

Bids that do not meet all requirements, specifications, terms, and conditions of the solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Bidders whose Bids, references, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as not responsible. ELC reserves the right to determine which Bids meet the requirements of this solicitation and which Bidders are responsive and responsible.

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

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