



Advertise Date: Friday, May 10, 2024

Lee County Board of County Commissioners DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.:	RFP240120SML		
Solicitation Name:	Custodial Services for Downtown Building		
Open Date/Time:	Friday, June 14, 2024	Time:	2:30 PM
Location:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901		
Procurement Contact:	Sara Long	Title	Procurement Analyst
Phone:	(239) 533-8886	Email:	SLong@leegov.com
Requesting Dept.	COUNTY WIDE		

Pre-Solicitation Meeting:			
Type:	NON-Mandatory		
Date/Time:	5/29/2024 9:00 AM		
Location:	Various, please see page 2 of solicitation		

All solicitation documents are available for download at
www.leegov.com/procurement

FUNDED IN PART OR IN WHOLE BY:
Federal Emergency Management Agency (FEMA)
Vendors are required to comply in accordance with
Federal Grant Requirements, 2 CFR part 200,
terms, conditions, and specifications.

**Notice to Contractor / Vendor / Proposer(s)****REQUEST FOR PROPOSAL (RFP)**

Lee County, Florida, is requesting proposals from qualified individuals/firms for

RFP240120SML, Custodial Services for Downtown Buildings

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Friday, June 14, 2024

to the office of the **Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the proposer's responsibility to check for posted information. The County may not accept incomplete proposals.

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:

9:00 AM Wednesday, May 29, 2024 beginning at 2250 Widman Way, Fort Myers, Florida for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

****The Pre-proposal conference shall begin at Rosa Parks Intermodal Facility at 9:00am and shall continue in the order below. Because of the proximity and geography of these locations, this pre-proposal conference will be conducted on foot, with vehicles being parked at the first location.**

	Location Name	Address
A	Rosa Parks Intermodal Facility	2250 Widman Way, Fort Myers, FL
B	Lee County Sheriff's Office Civil Division	2072 Victoria Ave. Fort Myers, FL
C	Sheriff Office – Union Street	2345 Union St. Fort Myers, FL
D	Human and Veteran Services	2440 Thompson St. Fort Myers, FL
E	Melvin Morgan Constitutional Complex	2480 Thompson St. Ft Myers, FL
F	Hough Street Warehouse	1953 Hough St. Fort Myers, FL
G	Ft. Myers Regional Library	2450 First St. Fort Myers, FL (North and South Buildings)
H	Community Development/ Public Works	1500 Monroe St. Ft. Myers, FL
I	Old Courthouse	2120 Main St. Fort Myers, FL
J	Administration Building	2115 Second St. Fort Myers, FL
K	Administration East	2201 Second St. Fort Myers, FL
L	City County Annex	1825 Hendry St. Fort Myers, FL

Sara Long SLong@LeeGov.com

Sincerely,

Robin Dennard, CPPB
Procurement Manager

*WWW.LeeGov.Com/Procurement is the County’s official posting site

Terms and Conditions

Request for Proposal

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Florida State Law as applied to County Purchasing
 - 2.1.2. Lee County Procurement Management Ordinance 22-06 & 23-21
 - 2.1.3. Special Conditions and Supplemental Instructions
 - 2.1.4. Detailed Scope of Work
 - 2.1.5. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 22-06 & 23-21
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax:** If applicable, provide with proposal.
 - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
 - 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

- 6.1.3.1.1. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.
- 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.
- 6.3. **Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.
7. **PRE-SOLICITATION CONFERENCE**
- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.
- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.
8. **COUNTY INTERPRETATION/ADDENDUMS**
- 8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due**.
- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.
9. **QUALITY GUARANTEE/WARRANTY (as applicable)**
- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warrantied for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.

- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)
- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.
11. ADDITIONS, REVISIONS AND DELETIONS
- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.
12. NEGOTIATED ITEMS
- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.
13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)
- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.
14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed “Confidential” the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
- 14.3. Lee County ***will not reveal engineering estimates or budget amounts for a project*** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.
15. CONFLICT OF INTEREST
- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- 15.2. Should your proposal be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.3. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer’s firm or any of its branches.
16. ANTI-LOBBYING CLAUSE (Cone of Silence)
- 16.1. Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**
17. ANTITRUST VIOLATION
- 17.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.
18. DRUG FREE WORKPLACE
- 18.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.
19. FLORIDA CERTIFIED ENTERPRISES
- 19.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.

- 19.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1. The proposer agrees to comply, in accordance with, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 20.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 20.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 20.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

21. SUB-PROPOSER/CONSULTANT

- 21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

22. RFP - PROJECT GUIDELINES

- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
- 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
- 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
- 22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
- 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
- 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
- 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

23. RFP – EVALUATION

- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223” ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item’s ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member’s scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).
- 23.2. **Evaluation Meeting(s):**
- 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 23.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.leegov.com/procurement (Projects, Award Pending.)
24. RFP – SELECTION PROCEDURE
- 24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 24.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 24.4. The Procurement Management Director reserves the right to exercise their discretion to:
- 24.4.1. Make award(s) to one or multiple proposers.
- 24.4.2. Waive minor informalities in any response;
- 24.4.3. Reject any and all proposals with or without cause;
- 24.4.4. Accept the response that in its judgment will be in the best interest of Lee County
25. RFP – TIEBREAKER
- 25.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
- 25.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
- 25.1.2. Step 2: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.
26. RFP – EVALUATION/ SELECTION COMMITTEE
- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.

- 26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
- 26.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

27. WITHDRAWAL OF PROPOSAL

- 27.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
 - 27.3.1. The proposer acted in good faith in submitting the proposal,
 - 27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
 - 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
 - 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

- 28.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 28.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 28.3. Refer to the “Procurement Protest” section of the Lee County Procurement Ordinance 22-06 & 23-21 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 28.4. In order to preserve the right to protest, a written **“Notice Of Intent To File A Protest” must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 28.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 28.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 28.5. Following receipt of the Notice of Intent to File a Protest, a **“Protest Bond”** and **“Formal Written Protest”** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 28.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 & 23-21 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 29.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

30. CONTRACT ADMINISTRATION

30.1. **Designated Contact:**

- 30.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 30.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

30.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

30.3. **RFP – Basis of Award:**

- 30.3.1. Award will be made to the most responsible and responsive proposer who offers the Best Value based on the evaluation criteria.

30.4. **Agreement/Contract:**

- 30.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

30.5. **Records:**

- 30.5.1. **Retention:** The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 30.5.2. **Right to Audit/Disclosure:** These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
 - 30.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 30.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
 - 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's

custodian of public records, in a format that is compatible with the information technology systems of the County.

30.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**

30.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

30.6. Termination:

30.6.1. MATERIAL BREACH A Contractor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder; 6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Agreement.

30.6.2. OPPORTUNITY TO CURE In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of time in which to cure. The County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Contractor from receiving future solicitations or other opportunities; 6. Require Contractor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

30.6.3. TERMINATION FOR CAUSE In the event the Procurement Management Director, in his/her sole discretion, determines that the Contractor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Contractor from incurring

additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- 30.6.4. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Contractor for such termination.
- 30.6.5. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06 & 23-21.
- 30.6.6. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 30.6.7. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
- 30.6.7.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 30.6.7.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
 - 30.6.7.3. Contractor has engaged in business operations in Cuba or Syria;
 - 30.6.7.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

31. WAIVER OF CLAIMS

- 31.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than **thirty (30) calendar days** to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

32. LEE COUNTY PAYMENT PROCEDURES

- 32.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 32.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

- 32.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)
 - 33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
34. DEBRIS DISPOSAL (if applicable)
 - 34.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
35. SHIPPING (if applicable)
 - 35.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
 - 35.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
36. LOCAL VENDOR PREFERENCE
 - 36.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 & 23-21, and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
 - 36.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
 - 36.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.
37. INSURANCE (AS APPLICABLE)
 - 37.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.
 - 37.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Janitorial Bond
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Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate
 \$1,000,000 products and completed operations
 \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
 \$500,000 disease limit
 \$500,000 disease – policy limit

- d. **Janitorial Service Bond** – Providing protection from losses incurred by dishonest acts of the vendors employees. Coverage shall not be less than \$100,000.

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

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Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**
 - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials” will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.*

Special Requirements:

1. An appropriate **“Indemnification”** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed two (2) one (1) year terms. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. TWO STEP RFP PROCESS – BASIS OF AWARD

2.1. The RFP/Evaluation process for this solicitation shall be completed in a two-step process:

2.1.1. Step One shall consist of standard evaluation of proposals submitted by the participating Vendors and shall follow the County standard RFP process as outlined herein and described within the Lee County Procurement Ordinance 22-06/23-21.

2.1.2. Upon completing Step One of the initial evaluation meeting, the top three ranked Vendors will move into Step Two of the RFP evaluation process. At this time, the pricing of the top three ranked Vendors will be opened, and a final award(s) will be made to the lowest most responsive and responsible Vendor for the **project total**.

2.1.3. Both Step One and Step Two documents must be received by the opening date of the solicitation; however, it is **REQUIRED that Step Two Documents (Pricing) must be submitted in a SEPARATE SEALED ENVELOPE.**

2.1.3.1. **FAILURE TO SEPARATE THE STEP TWO DOCUMENTS (PRICING) WILL DEEM YOUR SUBMISSION AS NON-RESPONSIVE.**

3. BACKGROUND CHECKS

3.1. The Vendor shall conduct background checks of its employees, agents, representatives, and subcontractors who perform the services provided for the County. The cost of the background checks shall be borne by the Vendor.

3.2. At a minimum, the following background and criminal history areas must be checked and screened:

- Social Security Trace and Address History
- National Federal Criminal Search
- National Criminal Database
- County Criminal
- National Sex Offender Registry and Violent Abuse Registry

3.3. The Vendor may be required to provide proof and documentation of those background checks to the County. The County may require that the Vendor exclude employees, agents, representative, or subcontractors based on the background checks outcomes and results.

- 3.4. The Vendor must ensure that all persons have a responsibility to self-report to the Vendor within three (3) calendar days any arrest for any disqualifying offense. The Vendor must notify the County within twenty-four (24) hours of all details concerning any reported arrest.
- 3.5. Upon the request of the County, the Vendor shall re-screen or perform background checks any of its employees, agents, representatives, and subcontractors performing the required services for the County during the entire term of the agreement.
- 3.6. The Vendor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all its employees, agents, representatives, and subcontractors hired during the term of the Contract for the services specified.

4. EXAMINATION OF SITE AND OTHER RELATIVE MATERIAL

- 4.1. It is highly encouraged that all interested Vendors attend the non-mandatory pre-proposal site visit meeting to have fully acquainted and familiarized themselves with conditions as they exist and the operations to be carried out. The Vendor shall make such investigations as they may see fit, so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work. Vendor shall also thoroughly examine and be familiar with all the specifications.
- 4.2. The failure or omission of the Vendor to receive or examine any instruction or document, or any part of the specifications or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the Vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose thereof and their obligations there under and that the Vendor should not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

5. PRICING

- 5.1. Each facility's proposed cost shall be submitted in a **SEPARATE SEALED ENVELOPE**. Pricing will not be assigned points or used to evaluate Vendor qualifications.
 - 5.1.1. When Vendor's are considering their bid response, Vendor's shall include in each location total proposal the total cost needed to accomplish all required tasks per location including daily labor (including Day Porter as needed). In the Bid Response Tabulation, there is a section to include hourly rates; however, the hourly rates are for informational purposes only and shall only be used outside of normal service, as reflected in the solicitation.
 - 5.1.1.1. Vendor's must submit pricing for all locations and service frequencies to be considered for award. Failure to do so may deem your firm as non-responsive.
 - 5.1.2. The Vendor shall provide all labor, equipment, and tools necessary to satisfactorily complete the services under this Agreement. Cleaning equipment and tools for the purposes of this Agreement include such items as mops, brooms, buckets, spray bottles, power tools, squeegees, etc.
 - 5.1.3. The County will not be responsible or liable for any equipment left on site, theft, vandalism or equivalent.
- 5.2. Vendors must submit pricing for all three service frequencies (Monthly, Quarterly, and Semiannual). Pricing for each service frequency shall include all necessary staff labor, supplies, materials, etc. necessary to fully complete Scope of Service.

- 5.3. Bid Pricing shall be inclusive of all needs to accomplish the completion of each location's Monthly, Quarterly, and Semiannual requested service. This shall include all necessary staff labor, supplies, materials, etc. needed to fully comply with the awarded contract Location Scope of Service. The hourly rates and dusting/vacuuming rate requested separately on the Bid Proposal Form are not considered for the award of contract and are only utilized in the case of work needed outside the normal scope of service (i.e.- in an emergency situation where additional staff is needed). If any of the positions/services listed in the Rate section on the Bid Proposal Form are required for Vendor to complete normal Monthly, Quarterly, or Semiannual Service, the Vendor shall include the cost for such positions and services in their Monthly, Quarterly, and Semiannual price.

6. METHOD OF PAYMENT & INVOICING

- 6.1. The accepted price for the services, consumables and special projects shall be paid to the Vendor monthly, after receipt of an invoice from the Vendor at the end of the month in which services were provided. Invoices are to be itemized by building and monthly amounts.
 - 6.1.1. Monthly amounts shall be inclusive of the services performed for the daily, weekly, and monthly identifiers as well as the unique service identifiers (of daily, weekly, and monthly) per location.
 - 6.1.2. Quarterly service identifiers and quarterly unique services shall be grouped together, as well as semiannual identifiers and unique services.
- 6.2. Invoicing for the used consumables shall be invoiced separately to the county per location, monthly and accompanied by a paid receipt from the Vendor's distributor.

7. PROJECT FUNDING NOTICE

- 7.1. This contract is for normal day to day custodial services. However, there may be times due to declared emergencies that custodial services are required and may be funded in whole or in part by the Federal Emergency Management Agency (FEMA). As such, during emergency as ordered by the County, the Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package and further agrees to incorporate all such clauses, provisions, and regulations into any sub-contracted agreements or relationships Vendor creates to support Vendor's servicing to County under this Agreement.
 - 7.1.1. The Purchase Order will list any alternate funding sources should they apply.

8. LOCAL VENDOR PREFERENCE EXCLUSION

- 8.1. The Lee County Local Vendor Preference Ordinance has been waived for this solicitation and all references contained herein and non-applicable to this solicitation and subsequent Agreement and/or Purchase Order(s).

9. FEMA REIMBURSEMENT

- 9.1. Work completed under this Agreement may be reimbursed by FEMA as a result of an emergency or disaster. The Vendor agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as applicable and stated within this solicitation package. Vendors are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

End of Special Conditions

SUPPLEMENTAL CONDITIONS AND CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

1. FEDERAL FUNDING

- 1.1 When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or “pass-through” from another entity, the County is required to and will follow the Federal procurement standards in the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, Sections 200.318 through 200.327.
- 1.2 CONTRACTOR, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:
- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
 - (2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
 - (3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
 - (4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

Contract Cost and Price: For every procurement in excess of the Simplified Acquisition Threshold, including contract modifications, the County shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the County shall consider the complexity of work, the risk to be borne by the contractor, the contractor’s investment, the amount of subcontracting necessary, the quality of the contractor’s record and past performance, and industry profit rates for the surrounding geographical area. “Cost Plus Percentage” methods for determining profit may not be used.

2. EQUAL EMPLOYMENT OPPORTUNITY

2.1. During the performance of this contract, the contractor agrees as follows:

- 2.1.1. The CONSULTANT/CONTRACTOR/VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT/CONTRACTOR/VENDOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT/CONTRACTOR/VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 2.1.2. The CONSULTANT/CONTRACTOR/VENDOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT/CONTRACTOR/VENDOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 2.1.3. The CONSULTANT/CONTRACTOR/VENDOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has

inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT/CONTRACTOR/VENDOR's legal duty to furnish information.

- 2.1.4. The CONSULTANT/CONTRACTOR/VENDOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT/CONTRACTOR/VENDOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 2.1.5. The CONSULTANT/CONTRACTOR/VENDOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.1.6. The CONSULTANT/CONTRACTOR/VENDOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.1.7. In the event of the CONSULTANT/CONTRACTOR/VENDOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled or terminated in whole or in part and the CONSULTANT/CONTRACTOR/VENDOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 2.1.8. The CONSULTANT/CONTRACTOR/VENDOR will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT/CONTRACTOR/VENDOR. The CONSULTANT/CONTRACTOR/VENDOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONSULTANT/CONTRACTOR/VENDOR becomes involved in, or is threatened with, litigation with a sub-CONSULTANT/CONTRACTOR/VENDOR as a result of such direction, the CONSULTANT/CONTRACTOR/VENDOR may request the United States to enter into such litigation to protect the interests of the United States.

3. MAINTENANCE OF RECORDS/ACCESS TO RECORDS

- 3.1. The CONSULTANT/CONTRACTOR/VENDOR will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this agreement. Said records and documentation will be retained by the CONSULTANT/CONTRACTOR/VENDOR for a minimum of five (5) years from the date of termination of this agreement, or for such period is required by law.

- 3.2. CONSULTANT/CONTRACTOR/VENDOR shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 3.3. CONSULTANT/CONTRACTOR/VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3.4. CONSULTANT/CONTRACTOR/VENDOR agrees to provide the GRANT AGENCY Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- 3.5. CONSULTANT/CONTRACTOR/VENDOR shall retain all records associated with this solicitation and any agreements that are created in response to the solicitation for a period of no less than five (5) years after final payments and all other pending matters are closed.
- 3.6. The County and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the period of this agreement, and during the period as set forth in the paragraphs above; provided, however, such activities shall be conducted only during normal business hours of the CONSULTANT/CONTRACTOR/VENDOR and at the expense of the County.

4. DHS SEAL, LOGO, AND FLAGS

- 4.1. The CONSULTANT/CONTRACTOR/VENDOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific GRANT AGENCY pre-approval.

5. LOCAL VENDOR PREFERENCE EXCLUSION:

- 5.1. Local Vendor Preference Ordinance has been waived for this service/purchase request and any and all references contained herein are non-applicable to this request and subsequent contract and/or purchase order(s).

6. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, and EXECUTIVE ORDERS

- 6.1. This is an acknowledgment that GRANT AGENCY financial assistance will be used only to fund the services requested. The CONSULTANT/CONTRACTOR/VENDOR will comply with all applicable federal law, regulations, executive orders, GRANT AGENCY policies, procedures, and directives.

7. NO OBLIGATION BY THE FEDERAL GOVERNMENT

- 7.1. The Federal Government is not a party to this solicitation and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT/CONTRACTOR/VENDOR, or any other party pertaining to any matter resulting from the Solicitation.

8. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

- 8.1. The CONSULTANT/CONTRACTOR/VENDOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT/CONTRACTOR/VENDORs actions pertaining to this solicitation.

9. SUBCONTRACTS

- 9.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.

10. CONFLICT OF INTEREST

- 10.1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officers, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from CONSULTANT/CONTRACTOR/VENDORS or parties to subcontracts.

11. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

- 11.1. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) to provides an internet-based means of verifying employment eligibility of workers in the united States; it is not a substitute for any other employment eligibility verification requirements.
- 11.2. Sub-CONSULTANT/CONTRACTOR/VENDOR requirement: Vendors shall require all subcontracted vendors to flow down the requirement to use E-Verify to sub-CONSULTANT/CONTRACTOR/VENDORS.
- 11.3. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.
- 11.4. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>.

12. ENERGY POLICY AND CONSERVATION ACT

- 12.1. CONSULTANT/CONTRACTOR/VENDOR must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

13. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- 13.1. CONSULTANT/CONTRACTOR/VENDOR must take all necessary steps identified in 2 C.F.R. 321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 13.1.1 Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- 13.1.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

- 13.1.3 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 13.1.4 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 13.1.5 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 13.1.6 Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

14. DOMESTIC PREFERENCES FOR PROCUREMENT (2 C.F.R. § 200.322)

- 14.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase 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 including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.

15. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS OR SERVICES (2 C.F.R. § 200.216)

- 15.1. 2 C.F.R. § 200.216 prohibits state and non-state entities from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as identified in Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. See Prohibitions on Expending GRANT AGENCY Award Funds for Covered Telecommunications Equipment or Services- Interim Policy for additional information.

16. TERMINATION FOR CAUSE AND/OR CONVENIENCE

- 16.1 MATERIAL BREACH A Contractor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder; 6. A determination that the Contractor is in violation of federal, state, or local laws

or regulations and that such determination renders the Contractor unable to perform any aspect of the Agreement.

16.2 **OPPORTUNITY TO CURE** In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of time in which to cure. The County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Contractor from receiving future solicitations or other opportunities; 6. Require Contractor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

16.3 **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Contractor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

16.4 **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Contractor for such termination.

17. SUSPENSION AND DEBARMENT

17.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT/CONTRACTOR/VENDOR is required to verify that none of the CONSULTANT/CONTRACTOR/VENDOR, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- 17.2. The CONSULTANT/CONTRACTOR/VENDOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 17.3. This certification is a material representation of fact relied upon by the awarded CONSULTANT/CONTRACTOR/VENDOR. If it is later determined that the CONSULTANT/CONTRACTOR/VENDOR did not comply with 2 C.F.R. pt.180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 17.4. The CONSULTANT/CONTRACTOR/VENDOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. RECOVERED MATERIALS

- 18.1. In the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR shall make maximum use of products containing recovered material that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- 18.2. Information about this requirement is available EPA'S Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/> The list of EPA- designate items is available at <http://www.epa.gov/cpg/products/htm>

19. OTHER REMEDIES AND RIGHTS

- 19.1. Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies, which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the CONSULTANT/CONTRACTOR/VENDOR, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the CONSULTANT/CONTRACTOR/VENDOR.
- 19.2. Unless otherwise provided by the Contract, all claims, counterclaims, disputes and other matters in question between the County and the CONSULTANT/CONTRACTOR/VENDOR arising out of or relating to the Agreement between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Lee County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

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

- 20.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- 20.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 20.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 20.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

21. CLEAN AIR ACT

- 21.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 21.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 21.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

22. FEDERAL WATER POLLUTION CONTROL ACT

- 22.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 22.2. The contractor agrees to report each violation to the GRANT AGENCY and the Regional Office of the Environmental Protection Agency and understands and agrees that the GRANT AGENCY and the Regional Office of the Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 22.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by GRANT AGENCY.

23. BYRD ANTI-LOBBYING AMENDMENT

- 23.1. CONSULTANT/CONTRACTOR/VENDORS who apply or bid for an award of \$100,000 or more shall file the required certification. 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 nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

24. CHANGES

- 24.1. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the CONSULTANT/CONTRACTOR/VENDOR and the County.

25. COPYRIGHT AND DATA RIGHTS

- 25.1. CONSULTANT/CONTRACTOR/VENDOR grant to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

DETAILED SPECIFICATIONS

SCOPE OF WORK

1. GENERAL SCOPE OF SERVICES

- 1.1. Lee County seeks to contract with a qualified and experienced firm to provide ongoing Custodial Services in County Owned and/or operated facilities. The work shall include but is not limited to: Providing all labor, supervision, transportation, tools, equipment, and chemicals for the execution of Custodial Services in accordance with the requirements in this solicitation.

2. PROJECT OBJECTIVE

- 2.1. Provide and maintain adequate staff to oversee and manage custodial services assigned in this solicitation on a daily, weekly, monthly, quarterly, and semi-annual basis.
- 2.2. Provide all materials and equipment to complete tasks as assigned via the solicitation and from Facility managers.
- 2.3. Provide all consumables for all locations noted in the solicitation.
- 2.4. Locations in this solicitation will all have basic tasks to be completed but each location may have a specific and unique task to its location. All unique tasks are notated with a description and necessary completion timeline.

3. UNIFORMS

- 3.1. Vendor shall supply and pay for distinctive clean, neat appearing uniforms for their employees and require them to be worn while working on County premises. Uniforms shall consist of uniform shirts for cleaning personnel. All shirts shall have company name and logo on them.
- 3.2. Each employee shall wear, at all times, while on County property a photo identification badge, provided by the County.

4. SECURITY

- 4.1. Certain areas, which shall be identified by the County, upon award of the contract, are considered "sensitive" due to the type of information on file within these areas. Access to these areas shall be limited to only certain authorized Vendor's personnel at specific times during the day.
- 4.2. The County will issue all janitorial keys to the Vendor. As a result of any loss of keys, a fee may be assessed to the Vendor for the replacement of any keys and/or for the cost of changing of locks. The sole decision, regarding changing the locks and assessed fees, rests with the County.
- 4.3. Vendor shall be responsible for acting in accordance with security guidelines, during entering, exiting, and cleaning of all locations.
- 4.4. If the Vendor does not always comply with the security check procedure, it may be grounds for termination of the custodial contract.

5. SUPERVISION AND SAFETY

- 5.1. The Vendor shall be responsible for the supervision and direction of the work performed by their employees and shall, at all times, make sure that there is a minimum of one active/present on duty supervisor/manager

readily available and accessible during work/service hours or provide crew leader(s) on the premises to carry out the responsibility. The supervisor/manager or crew leader(s) shall have the authority to act as agent for the Vendor in his/her absence and shall be fully qualified to implement the contract specifications.

- 5.2. The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be maintained in safe operating condition, free from defects or wear, which may in any way constitute a hazard to any person or persons on County property. All electrical equipment shall be properly grounded. All employees must wear proper personal protective equipment while working on County premises.

6. MATERIALS, CHEMICALS AND EQUIPMENT

- 6.1. The Vendor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all chemicals, materials, tools, apparatus, and property of every description used in connection therewith.
- 6.1.1. The Vendor shall furnish and maintain all the necessary equipment to perform services. The County may conduct an inventory to verify equipment quantities and condition. This is applicable for equipment to complete the tasks (i.e., mops, vacuums, brooms, etc.).
- 6.1.2. As a requirement, upon the request of the County, the Vendor shall provide a list of all materials and supplies utilized. All cleaning materials such as bathroom cleaners, general purpose cleaners, and glass cleaners must meet Green Seal requirements.
- 6.1.3. The Vendor shall furnish MSDS/SDS sheets on all chemicals to be utilized within 10 days of request from The County.
- 6.1.4. Under no circumstances shall any aerosol cleaning products be utilized. Soap dispensers shall be supplied by Lee County and filled with antibacterial soap supplied by the Vendor.
- 6.1.5. Vendor shall use only vacuum cleaners with the Hepa filtration system. Vacuums must be approved for use by the County's Department Representative. If at any time during this contract, the vacuum cleaners need to be replaced, the replacement must have a Hepa filtration system and be approved by the County's Department Representative. Filters must be changed as required by vacuum equipment manufacturer.
- 6.1.6. NOTE: MANUALLY OPERATED CARPET SWEEPERS ARE NOT TO BE USED IN PLACE OF AN ELECTRIC VACUUM CLEANER ON CARPETING.

7. CONSUMABLES USAGE

- 7.1. The cost of the consumables used for each location under the contract shall be reimbursable to the Vendor. The Vendor shall invoice the cost of consumables used per location monthly. Each invoice of reimbursed consumables shall include the original invoice. No increases or mark-ups above and beyond the original cost of the consumable products are allowed. Pricing for consumables shall be for actual costs paid.
- 7.2. The payment of consumable supplies (toilet paper, antibacterial soap, paper towels, chemicals, etc.) shall be invoiced to each department or facility manager with a copy of the paid invoice from the Vendor. These items are not to be marked up or have a price increase passed onto the county.
- 7.2.1. Vendor shall request and receive prior written approval of any special consumable requested outside of toilet paper, soap, and/or paper towels for use by individual departments based on needs. Approval of such items is at the sole discretion of the County and individual County department.
- 7.3. Lee County requires that only recycled paper products be provided.

7.4. Lee County departments may choose at their sole discretion to purchase consumables and provide to awarded Vendor.

7.5. Toilet paper shall be of 100% post-consumer waste content, double ply such as Fort Howard or approved equivalent.

8. QUALITY STANDARDS

8.1. In general, the achievement of the desired standards as outlined herein shall result in an almost complete absence of visible soil. To maintain the facilities in this condition, Vendor must immediately remove any visible soil which is found during their inspection. For purposes of definition, absence of visible soil shall be as follows:

8.1.1. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, and equipment.

8.1.2. Absence of litter and trash on floor and horizontal surfaces of equipment.

8.1.3. Absence of finger marks, spots, and soil build-up on walls, partitions, doors, dividers, etc.

8.1.4. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs and bases.

8.1.5. Absence of soil and stains on toilet room fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges, and drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures.

8.1.6. Absence of dust, spots, soil build-up and encrustations on furniture and equipment surfaces and legs.

8.1.7. Absence of dust, lint, and litter on upholstered furniture.

8.1.8. Absence of soil, litter, dust and encrustations in ash trays, urns, wastebaskets, and trash containers. Wastebaskets and trash containers to be washed when found in the condition of spills, soils, etc. on the inside and outside of the container.

8.1.9. Absence of marks, spots, stains and streaks on interior and exterior entrance door and lobby glass and all partition glass.

8.1.10. Absence of soil and dust on window blinds, shades, sills, frames, and ledges.

8.1.11. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings.

8.1.12. Absence of trash in building. Trash shall be collected and removed to designated area.

8.1.13. Absence of soil, litter, dust and spots from all carpets, mats, and floors.

8.1.14. Absence of streaks, spots, stains from all brightwork, where appropriate. All brightwork shall be polished dry to a high sheen.

8.2. WORKSMANSHIP AND INSPECTIONS

8.2.1. The County shall be the sole judge to any and all questions which may arise as to the quality, performance, and acceptability of materials used and work performed, as well as the manner of performance.

- 8.2.2. Workmanship shall be of the highest quality. The Vendor shall, at all times, enforce strict discipline and good order among its employees.
- 8.2.3. All work that does not meet the specifications must be corrected and evaluated by the County. The County has the right to deny a monthly payment for work not completed for that period of time.

9. STORAGE

- 9.1 When possible, the County may provide areas for storage of the Vendor's supplies and equipment. At all times, the storage areas shall be maintained by the Vendor in a clean, orderly, and safe condition.
- 9.2 The County shall have key access to the storage of the inventory, for inventory control, necessary restocking and in an emergency capacity.

10. TRASH REMOVAL

- 10.1. The Vendor shall utilize the trash receptacles and disposal system at each individual location and shall provide their own dumpster trash transport equipment, as required (i.e., pully cart, wheel cart).
- 10.2. The County participates in various recycling programs (i.e., paper, aluminum cans). All specially labeled bins must be emptied into the master recycling bins. Each evening, (or as designated) the recycling bin(s) located at each workstation, are to be emptied in the appropriate master recycling bin.
- 10.3. Master Recycling Bin(s): As designated, the Master Recycling Bins are to be taken to a specific location so they can be serviced by a recycling contractor. Once they have been emptied by the recycling contractor, the bins are to be taken back to their location in the building.

11. ADDITION OR DELETION OF SQUARE FOOTAGE OR FACILITIES/SITES

- 11.1. The County reserves the right, as it is deemed necessary by the County, to add or delete square footage or tasks including, but not limited to: other facilities or sites, items, space, etc., on a temporary or permanent basis.
 - 11.1.1. The County, at its discretion, may divide the monthly charge by the number of square feet to determine the cost per square foot, or negotiate a pricing with the Vendor, under the same terms and conditions of this request for bid. The cost per square foot or negotiated price shall be the basis for adding or deducting from the total charges.

12. SCHEDULING (INFORMATIONAL ONLY)

- 12.1. The County, working with the Vendor, may designate the time during which selected areas shall be cleaned. Crew scheduling shall be the Vendor's responsibility and shall be arranged so as not to interfere with day-to-day business operations. Certain departments observe other holidays in addition to those listed as being observed by the County (i.e., religious and/or national holidays). Crews are to be scheduled according to all departments' holiday observances.
- 12.2. Cleaning personnel on duty during the day, including Porters, shall be on the premises to clean, recycle and restock all restrooms, except where facility specific instructions apply, specifically stated herein, or directed by individual location's checklist (comprehensive and supplemental). Evening personnel shall be appropriately scheduled by the Vendor to allow as much time as necessary to perform all routine and special cleaning functions. Scheduling for each location may be specific and shall be addressed herein by individual facility, under premises to be cleaned.

12.3. SCHEDULE & PREMISE TO BE CLEANED - schedules/hours are subject to change depending on the specific needs of the individual facilities/sites.

12.4. Activation for Emergency Operations

12.4.1. During emergency situations, it may become necessary to activate certain locations in order to facilitate emergency operations personnel. During emergency, County personnel may be occupying areas/locations 24 hours a day and weekends. Upon the request of the County, either verbally or in writing, the Vendor shall provide custodial service during emergency. Compensation during emergency shall be paid using the emergency hourly rate.

12.5. Holidays

12.5.1. The following is a list of holidays observed by the County:

New Years Day & 1 contiguous day	- January 1 (and as designated)
Martin Luther King Day	- Third Monday in January
Memorial Day	- Last Monday in May
Fourth of July	- July 4th *
Labor Day	- 1st Monday in Sept.
Veterans Day	- November 11th
Thanksgiving Day	- 4th Thursday in November
Day After Thanksgiving	- Fourth Friday in November
Christmas Day & 1 contiguous day	- December 25 (and as designated)

Note: *Fourth of July – July 4th or as designated if it falls on weekend
Veterans Day – November 11th or as designated if it falls on weekend.

12.5.2. Christmas Day and New Year’s Day holidays are observed differently than the other listed holidays according to the day of the week on which they fall. Christmas and New Year’s are observed according to the following schedule:

If Christmas or New Year’s Observed Day:

Falls On:

Days Off:

Sunday	Monday and Tuesday
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

13. COMMUNICATION, LOCAL OFFICE, AND REPORTING

- 13.1. To facilitate communication between the Vendor's personnel and the County, the Vendor must provide cell phones or some other form of communication to the on-site supervisors/leads, Porter(s), and on-duty Supervisors/managers.
- 13.2. During emergency situations, it may be necessary to contact Vendor personnel after normal work hours. The Vendor shall be required to answer calls 24 hours per day. Vendor must also provide the County with emergency contact phone numbers and personnel.
- 13.3. The County may designate a contact person per facility.
- 13.4. The Vendor's supervisory personnel will routinely be dealing with County personnel. The Vendor shall ensure these supervisors are fluent in English. Moreover, any of the Vendor's personnel who have regular interaction with County staff, take direction from County staff, and/or perform their duties in the absence of Vendor's supervisory personnel, shall also be fluent in English.
- 13.5. Reporting
 - 13.5.1. A sign-in sheet detailing company, name of personnel on duty, time in and out must be available and on site for the County during regular service and emergency situations. This form shall be provided by the Vendor for its personnel and shall be completed for each date of service and shall remain posted in the custodial closet, if applicable, or the building, for review by the Building Facilities Coordinator. The County may choose to provide their own document to ensure daily, weekly, monthly, quarterly, and semi-annual items are completed, at the discretion of each location.

14. PERSONEL REQUIREMENTS

- 14.1. The Vendor shall be liable for all State and Federal Payroll or Social Security Taxes, Unemployment Compensation Tax, and guarantees to hold the County harmless in every respect for violations by the Vendor of any such laws.
- 14.2. Vendor's employees must comply with the Florida Clean Indoor Air Act, Florida Statute 386, by observing no smoking restrictions.
- 14.3. Vendor shall comply with all applicable portions of OSHA 1910.

15. SPECIAL PROVISIONS FOR SENSITIVE AREAS

- 15.1. Vendor shall not move, nor jar Data Processing machines, equipment, accessories, etc.
- 15.2. Vendor shall exercise extreme caution when using water buckets and shall mount them on dollies to prevent spillage. Vendor shall, without delay, report any spillage or other errors in the cleaning operation to the County department or County Representative.
- 15.3. The Vendor shall notify the County Representative of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.). While performing the services, report observations immediately to the County's Department Representative upon initial encounter.
- 15.4. Mechanical/Equipment/Maintenance Rooms

15.4.1. Lee County buildings have mechanical room(s). Mechanical rooms are not to be entered or cleaned without prior authorization and instructions from the County's Representative. The cleaning of mechanical rooms shall only be done in the presence of the County's representative. The cleaning may involve sweeping, dusting, mopping, and pressure cleaning the floor, as needed and requested by the County. For purposes of this bid, it is estimated that this requirement would be three times a year and as directed by the County.

16. SPECIAL CLEANING TASK REQUIREMENTS

16.1. Special cleaning tasks frequency and requirements may vary by locations and would be outlined/identified by individual premises and or checklists, as outlined herein.

16.2. Special cleaning tasks shall require coordination and prior approval with the facility manager or manager's designee a minimum two weeks prior to the work being performed. Some areas may require an escort for custodial staff in some buildings/locations. It is preferred that these tasks be performed after business/facility operational hours, on the weekends or over holidays to avoid patrons and employee sensitivity issues.

16.3. Building Interior and Exterior Window Washing

16.3.1. Exterior building windows may be required to be cleaned at various locations on a quarterly basis as detailed below. Vendor may sub-contract this work. The County reserves the right to approve of the subcontracted firm prior to the work being performed. The Vendor must provide adequate insurance/liability coverage and hold the County harmless. This work must be scheduled and arranged with each individual location, as required, and detailed below. This task shall be quoted outside the scope of the contract. The County reserves the right to use the Awarded Vendor or receive quotes from other vendors for this service.

16.4. Carpet Cleaning

16.4.1. Carpet and upholstery shall be cleaned as required by the specifications. Vendor may sub-contract this work. The County reserves the right to approve of the subcontracted firm prior to the work being performed. The Vendor must provide adequate insurance/liability coverage and hold the County harmless. This work must be scheduled and arranged with each individual location, as required, and detailed below.

16.4.2. A bonnet deep cleaning carbonated solution process shall be used to clean carpet and upholstery during the quarterly cleaning. The cleaning method used shall be a controlled amount of moisture applied to clean the carpet/upholstery and leave it dry and ready to use immediately (estimated in 60 minutes). Cleaning agents used shall be safe, effective, and non-toxic. Dehumidifiers shall be used, if applicable.

16.4.3. A water extraction method (hot water-steam cleaning) shall be used to clean the carpet and upholstery during the daily spot cleaning. Carpet and upholstery cleaning process shall be approved by the County's Representative. "Spot cleaning" shall be completed on a continual basis.

16.5. Strip and Rewaxing of Hard Floors

16.5.1. Only quality floor finishes with a minimum slip resistance factor (static coefficient of friction) of .5, as measured by AMERICAN SOCIETY OF TESTING & MATERIALS (ASTM) test method standards, shall be used on hard floor surfaces in County buildings.

17. EMERGENCY CLEANING SERVICES

- 17.1. An emergency service shall be defined as any situation that cannot be handled by the Lee County staff employed in these locations. This shall include but is not limited to biohazard material spills, potential damage to Lee County property, or what a reasonable person would consider an emergency.
- 17.2. In instances needing an emergency cleaning service, Lee County requires attention to the matter within three (3) hours of the Vendor being notified, via email and phone.

18. REQUIRED CLEANING TASKS

- 18.1. All items below are to be completed by Vendor within the expected timeframe (daily, weekly, monthly, quarterly, or semiannual) for each location.
- 18.2. Daily, Weekly, and Monthly cleaning tasks shall be grouped as one unit price under the monthly category.
- 18.3. Quarterly and Semiannual shall be grouped as one unit price under each individual category.
- 18.4. If there are unique services that are associated with a location, the services shall be included in the unit price applicable to its category (i.e. – for a unique service that shall be completed on a daily basis, it shall be included in the monthly unit price. For a unique service that shall be completed on a quarterly basis, it shall be included in the quarterly unit price and the same for unique services to be provided on a semiannual basis). This shall be inclusive of any daily, weekly, and monthly unique service identifiers, as listed below.
- 18.5. A Sample Cleaning Template is Attachment 1 to this solicitation titled “Attachment 1 General Cleaning Services”
- 18.6. **All Downtown Buildings shall receive the listed below services on their prospective timelines as applicable for each specific location listed within this solicitation.**
- 18.7. **Daily Services:**

The general tasks listed below shall be completed on a daily basis within the defined area. Tasks shall include but are not limited to the following:

18.7.1 Common Areas (lobbies, hallways, conference rooms, public access area, offices, etc.)

- Empty and put new liners in wastebaskets. Damp wipe, as required due to spill.
- Empty desk recycling totes into large recycling bin.
- Spot clean and sanitize walls, light switches, and doors.
- Sanitize all doors and doorknob hardware (inside and outside of doors)
- Supply & restock paper products, liquid hand soap, always maintain “spare product” in restrooms/breakrooms
- Damp mop floors, including stairs and landings, remove any gum, tar, or other foreign matter.
- Vacuum carpet (Office areas vacuumed 2 times per week, common area every day). Spot clean carpets, as required using extraction or bonnet cleaning method.
- Dust all horizontal ledges, furniture, desks, and equipment. (Office areas dusted 2 times per week.)
- Clean and sanitize drinking fountains.
- Dust all unobstructed work areas.
- Brush all fabric upholstery, as required.

- Do other general and emergency spot cleaning, as required.
- Report any maintenance defects to the County.
- Wash all door glass and adjacent panels (interior & exterior).
- Vacuum floor mats and wash, as required.
- Damp wipe all vending machines associated with break rooms.
- Clean and sanitize any Public Area Courtesy Telephones.
- Perform emergency spot cleaning as necessary, (spills, vomit, soil, food mess, etc....)

18.7.2 Restrooms

- Clean basins with detergent / disinfectant. Clean and shine bright work.
- Clean toilets and urinals using detergent / disinfectant. Use bowl cleaner each visit to keep toilets free of any types of stains, scale, or residue.
- Damp wipe all ledges
- Clean mirrors, soap dispensers, wash basins, paper towel dispensers, and all plumbing fixtures.
- Clean and disinfect under basins, around toilets and urinals.
- Damp wipe walls, light switches, and doors.
- Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkins liners, sanitary napkins, etc. (ONLY ANTI-BACTERIAL OR ANTI-MICROBIAL SOAP SHALL BE ACCEPTABLE.)
- Wet mop floors using detergent / disinfectant.

18.7.3 Break Rooms/Kitchen Areas

- Damp mop floor, clean tables in break rooms.
- Empty and re-line trash cans. Wash trash cans, as required due to spill.
- Wipe the sink, counters, tables, and water dispenser using disinfectant. (Do Not Wash Dishes)
- Clean the countertop area.
- Replace paper towels, place unused towels on table/counter.
- Wipe off exterior of appliances.

18.7.4 Locker Rooms (as applicable)

- Clean sinks, toilets, showers, and mirrors using a disinfectant.
- Sweep and mop tile floors.
- Wipe paper towel dispensers, soap dispenser and walls, as required using a disinfectant.
- Replace toilet paper, paper towels, deodorizer, and soap, as required.

18.7.5 Building Exteriors

- Pick-up trash around building and canopies within a forty-foot radius
- Empty and put in new liner bag in trash cans around building and canopy areas
- Sweep/Wash down steps and walks, as required
- Shake and sweep down interior/exterior floor mats
- Clean ash bins and replace sand, as required
- Sweep cobwebs and dust from walls around entrances, windows.
- Clean and sanitize the pay phones at exterior of building

18.8 Weekly Services:

The tasks listed below shall be completed on a weekly basis. Tasks shall include but are not limited to the following:

- High dust all office areas.

- Clean all interior partition glass.
- Dust all fans and ceiling fans.
- Dust vertical surfaces.
- Dust venetian blinds.
- Brush, vacuum, and/or spot clean all upholstered furniture and modular panels.
- Spray buff all corridors, hallways, and lobbies. May need to be done more often, depending on the traffic.
- Scrub all non-skid floor areas.
- Wipe Down and Sanitize telephones in communal work areas.
- Scrub ceramic tile and grout in tile areas.
- Remove all cobwebs from all exteriors

18.9 Monthly Services:

The tasks listed below shall be completed on a monthly basis. Tasks shall include, but are not limited to the following:

- Vacuum all air conditioning grills and returns. Damp wipe with all-purpose cleaner. Do not remove grills.
- Scrub ceramic tile and grout in tile areas.
- Spray buff or burnish all vinyl surfaced areas.

18.10 Quarterly Services:

The tasks listed below shall be completed on a quarterly basis. Tasks shall include, but are not limited to the following:

- Wash air conditioning grills and returns. (use all-purpose cleaner or detergent).
- Clean carpet by extraction method. (May need to clean spills or heavily soiled areas in between regular carpet cleanings).
- Clean light fixtures and covers (interior).
- Clean all interior window glass.
- Clean Mechanical, Equipment or Maintenance rooms, if required.
- Clean exterior awnings, if applicable.

18.11 Semi-Annual Services:

The tasks listed below shall be completed on a Semi-annual basis. Tasks shall include, but are not limited to the following:

- Strip and re-wax all hard floors (may be required to be done more often).
- Wash light fixtures and covers, both interior and exterior as applicable

19. LOCATIONS:

The following locations have been identified as the locations in the Downtown Buildings Zone:

	Location Name	Address
A	Rosa Parks Intermodal Facility	2250 Widman Way, Fort Myers, FL
B	Lee County Sheriff's Office - Civil Division	2072 Victoria Ave. Fort Myers, FL
C	Melvin Morgan Constitutional Complex	2480 Thompson St. Ft Myers, FL
D	Hough Street Warehouse	1953 Hough St. Fort Myers, FL
E	Human and Veteran Services	2440 Thompson St. Fort Myers, FL
F	Ft. Myers Regional Library	2450 First St. Fort Myers, FL (North and South Buildings)
G	Sheriff Office – Union Street	2345 Union St. Fort Myers, FL
H	Administration Building	2115 Second St. Fort Myers, FL
I	Administration East	2201 Second St. Fort Myers, FL
J	Old Courthouse	2120 Main St. Fort Myers, FL
K	Community Development/ Public Works	1500 Monroe St. Ft. Myers, FL
L	City County Annex	1825 Hendry St. Fort Myers, FL

A. ROSA PARKS INTERMODAL FACILITY

Location	2250 Widman Way, Fort Myers, FL
Customer Service Operating Hours	Monday – Saturday 8am-5pm
Cleaning Hours	Monday thru Saturday: 7am - 8am 12pm - 1pm 4pm - 10pm
Facility Size	2,600 Square Feet (1,000 Square feet open to the public)
Fixtures	Restrooms – 4 Toilets and Toilet Paper Dispensers – 7 Restroom Sinks – 5 Soap Dispensers – 6 Kitchen Sinks – 1
Floor Coverings	30% Carpet 70% Ceramic Tile

Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. Cleaning shall be performed on a six days per week basis, (Monday through Saturday), **inclusive** of holidays (LeeTran operates on a more limited holiday schedule than Lee County as a whole.
- c. Vendor will be given a minimum of 48 hours’ notice of any schedule change.
- d. Each bathroom must be cleaned, sanitized, mopped, toilet tissue replenished, soap dispenser replenished, trash removed and new trash can liner installed. Bathrooms must be cleaned three times per day. Both sides of the bathroom doors must be wiped down with a disinfectant during each cleaning.

Service Identifiers to be performed at this location as listed above:

- Daily Services
 - Weekly Services
 - Monthly Services
 - Quarterly Services
 - Semiannual Services
 - Unique Services to be provided
 - Vacuuming of offices is to be done twice a week (Monday and Thursday) and all remaining carpet in walkways and common areas is to be vacuumed every day.
- e. Vendor shall complete the following task on the exterior of the building daily:
- Pick-up trash around building and canopies.
 - Empty and put in new liner bag in trash cans around building and canopy areas
 - Sweep and power wash steps and external flooring once a week and more often as required. Shake and sweep down interior/exterior floor mats.
 - Building exterior window washing once monthly as required.
 - Wipe down the LeeTran ticket Vendor machines
 - Additional items listed above under daily services
- f. Vendor shall complete the following tasks for the interior of the building daily, inclusive of the office space:
- Empty all wastebaskets.
 - Sweep and mop floor in the office space.
 - Clean and sanitize drinking fountains.
 - Clean walls and windows.
 - Sweep floor mats.
 - Wipe down vending machines
 - Additional items listed above under daily services

B. LEE COUNTY SHERIFF’S OFFICE CIVIL DIVISION

Location	2072 Victoria Avenue, Fort Myers, FL 33901
Operating Hours	Monday – Friday, 8:00am – 5:00pm
Cleaning Hours	M-F after operating hours (evening hours)
Facility Size	4,000 square feet (100 square feet open to the public)
Fixtures	Restrooms – 3 Toilets and Toilet Paper Dispensers – 4 Restroom Sinks – 3 Soap Dispensers – 3 Paper Towel Dispensers – 4 Kitchen Sinks – 1
Floor Coverings	50% Carpet 50% Ceramic Tile

Scheduling

- a. Cleaning shall be performed on a five days per week basis, exclusive of holidays.

- b. All work is to be done after normal operating hours, unless otherwise instructed/approved by the County Facility Manager.
- c. Vendor will be given a minimum of 48 hours’ notice of any schedule change.
- d. This location does not have a dumpster. Vendor shall be responsible for taking trash/recycling cans to the roadway on the evening before trash pick-up and returning the cans to their designated location (fenced parking lot) after trash pick-up.

Service Identifiers to be performed at this location as listed above:

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services

C. MELVIN MORGAN CONSTITUTIONAL COMPLEX

Location	2480 Thompson Street, Fort Myers, FL
Operating Hours	Monday – Friday, 8:30am – 5:00pm
Cleaning Hours	Day Porter from 8:00am-5:00pm and Night cleaner after business hours
Facility Size	103,732 square feet Four Floors at 25,933 square feet each 7,261 square feet open to the public
Fixtures	Restrooms – 30 Toilets and Toilet Paper Dispensers – 55 Restroom Sinks – 42 Soap Dispensers – 39 Paper Towel Dispensers – 34 Kitchen Sinks – 7 Stairwells – 2 Elevators - 3
Floor Coverings	30% Carpet 70% Ceramic Tile

Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.

Service Identifiers to be performed at this location as listed above:

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services

D. HOUGH STREET WAREHOUSE

Location	1953 Hough Street, Fort Myers, FL
Operating Hours	Monday – Friday, 6:00am – 4:30pm
Cleaning Hours	Only after-hours cleaning is required
Facility Size	22,172 square feet (this location is not open to the public)
Fixtures	Restrooms – 1 Toilets and Toilet Paper Dispensers – 1 Restroom Sinks – 1 Soap Dispensers – 1 Paper Towel Dispensers – 2 Kitchen Sinks – 2
Floor Coverings	50% Carpet 50% Ceramic Tile

Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. This location contains one office and one restroom
- c. The awarded Vendor will be given a minimum of 48 hours’ notice of any schedule change.

Service Identifiers to be performed at this location as listed above:

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services

E. HUMAN AND VETERAN SERVICES

Location	2440 Thompson Street, Fort Myers, FL
Operating Hours	Monday – Friday, 8:00am – 5:00pm
Cleaning Hours	See Special Scheduling notes below
Facility Size	1,933 square feet (500 square feet open to the public)
Fixtures	Restrooms – 6 Toilets and Toilet Paper Dispensers – 11 Restroom Sinks – 11 Soap Dispensers – 9 Paper Towel Dispensers – 9 Kitchen Sinks – 1
Floor Coverings	90% Carpet 5% Ceramic Tile

	5% Vinyl
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Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. The awarded Vendor will be given a minimum of 48 hours’ notice of any schedule change.
- c. This location shall be cleaned after operating hours. There are, however, three offices that are to be locked in the evenings per federal guidelines so the custodial staff must clean those three offices each day, during operating hours.

Service Identifiers to be performed at this location as listed above:

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services

F. FORT MYERS REGIONAL LIBRARY

Location	2450 First Street, Fort Myers, FL
Operating Hours	Monday – Wednesday – 9:00am – 8:00pm Thursday – 9:00am – 6:00pm Friday & Saturday - 9:00am – 5:00pm
Cleaning Hours	See Special Scheduling notes below
Facility Size	42,784 square feet interior (30,240 square feet open to the public) 48,000 square feet exterior (fully open to the public)
Fixtures	Restrooms – 11 Toilets and Toilet Paper Dispensers – 28 Restroom Sinks – 15 Soap Dispensers – 20 Paper Towel Dispensers – 14 Kitchen Sinks – 4 Stairwells – 2 Elevators - 4
Floor Coverings	70% Carpet 20% Ceramic Tile 10% Vinyl

Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. Cleaning shall be performed on a six days per week basis, (Monday thru Saturday), exclusive of holidays.
- c. Vendor will be given a minimum of 48 hours’ notice of any schedule change.
- d. A day porter shall be on site during open building hours for common area maintenance, with a night porter for after hours completion of non-public facing spaces (offices, breakrooms, etc.)

as well as the meeting rooms. The night cleaner shall also complete any tasks that could be considered noise creators (i.e.- vacuuming)

- e. **ATTACHMENT 2** details a checklist created from the Library system and will be used to monitor custodial performance and completion of tasks.

Service Identifiers to be performed at this location as listed above:

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services
- Unique Services to be provided – Reference of Library Expectations on Attachment 2

G. SHERIFF OFFICE – UNION STREET

Location	2345 Union Street, Fort Myers, FL
Operating Hours	Monday – Friday, 8:00am – 5:00pm
Cleaning Hours	After hours, five days a week
Facility Size	7,148 square feet (this location is not open to the public)
Fixtures	Restrooms – 3 Toilets and Toilet Paper Dispensers – 7 Restroom Sinks – 4 Soap Dispensers – 6 Paper Towel Dispensers – 6 Kitchen Sinks – 2
Floor Covering	90% Carpet 10% Ceramic Tile

Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. Cleaning shall be performed on a five days per week basis, (Monday - Friday), exclusive of holidays.
- c. All work is to be done after normal operating hours, unless otherwise instructed/approved by the County Facility Manager.
- d. Vendor will be given a minimum of 48 hours’ notice of any schedule change.

Service Identifiers to be performed at this location as listed above:

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services

H. ADMINISTRATION BUILDING

Location	2115 Second Street, Fort Myers, FL
Operating Hours	7:30am – 5:00pm, Monday - Friday
Cleaning Hours	Day Porter from 8:00am-5:00pm and Night cleaner after business hours
Facility Size	76,807 square feet (Detailed Square Footage per floor listed below) 7,680 square feet open to the public
Fixtures	Restrooms – 16 Toilets and Toilet Paper Dispensers – 29 Restroom Sinks – 27 Soap Dispensers – 20 Paper Towel Dispensers – 16 Kitchen Sinks – 3 Stairwells – 4 Elevators - 3
Floor Coverings	70% Carpet 5% Ceramic Tile 20% Vinyl 2% Marble 3% Other

Floors	County Department	Square Footage
1	Procurement, Public Safety Auxiliary Office	13,392
2	Lee County Clerk of Courts	13,062
3	Lee County Clerk of Courts	13,398
4	County Administration	13,420
5	Lee County Clerk of Courts – IT	11,806
6	County Attorney’s Office	11,729

Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. Cleaning shall be performed on a five days per week basis, (Monday thru Friday), exclusive of holidays.
- c. A day porter shall be on site during open building hours for common area maintenance, with a night porter for after hours completion of daily tasks
- d. Vendor will be given a minimum of 48 hours’ notice of any schedule change.

Service Identifiers to be performed at this location as listed above:

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services
- Unique Services to be provided

- Vacuuming of offices is to be done twice a week (Monday and Thursday) and all remaining carpet in walkways and common areas is to be vacuumed every day.

I. ADMINISTRATION EAST BUILDING

Location	2201 Second Street, Fort Myers, FL
Operating Hours	Monday - Friday 7:30am – 5:00pm
Cleaning Hours	Day Porter from 8:00am-5:00pm and Night cleaner after business hours
Facility Size	67,588 square feet (Detailed Square Footage per floor listed below) 4,731 square feet open to the public
Fixtures	Restrooms – 23 Toilets and Toilet Paper Dispensers – 30 Restroom Sinks – 25 Soap Dispensers – 25 Paper Towel Dispensers – 23 Kitchen Sinks – 8 Stairwells – 2 Elevators - 3
Floor Coverings	60% Carpet 20% Ceramic Tile 5% Vinyl 15% Wood

Floors	County Department	Square Footage
1	Conference Rooms	10,821
2	VACANT	10,355
3	Lee County Clerk of Courts	11,603
4	Library Administration	11,603
5	Sports Development	11,603
6	Visitor and Convention Bureau	11,603

Scheduling

- Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- Cleaning shall be performed on a five days per week basis, (Monday thru Friday), exclusive of holidays.
- Vendor will be given a minimum of 48 hours’ notice of any schedule change.
- A day porter shall be on site during open building hours for common area maintenance, with a night porter for after hours completion of daily tasks

Service Identifiers to be performed at this location as listed above:

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services

J. OLD COURTHOUSE

Location	2120 Main Street, Fort Myers, FL
Operating Hours	Monday - Friday 7:30am – 5:00pm
Cleaning Hours	Day Porter from 8:00am-5:00pm and Night cleaner after hours
Facility Size	20,247 square feet (Detailed Square Footage per floor listed below) 8,706 square feet open to the public inclusive of Chambers and 2 Meeting Rooms
Fixtures	Restrooms – 4 Toilets and Toilet Paper Dispensers – 11 Restroom Sinks – 9 Soap Dispensers – 6 Paper Towel Dispensers – 4 Kitchen Sinks – 1 Stairwells – 2 Elevators - 1
Floor Coverings	50% Carpet 1% Ceramic Tile 3% Vinyl 1% Wood 45% Marble

Floors	Square Footage
Basement	1,400
1	7,859
2	9,435
Balcony	1,553

Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. Cleaning shall be performed on a five days per week basis, (Monday thru Friday), exclusive of holidays.
- c. Vendor will be given a minimum of 48 hours’ notice of any schedule change.
- d. A day porter shall be on site during open building hours for common area maintenance, with a night porter for after hours completion of daily tasks

Service Identifiers to be performed at this location as listed above:

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services
- **Unique Services:**
- **Wooden Floor in the Commission Chamber**
- The floor is made of wood with a varnished and waxed finish.

- The following guidelines shall be followed when cleaning this floor:
 - Dust mop or vacuum daily.
 - Clean with a “non-water based” cleaner made for this type of wood flooring, once a week or as necessary.
 - The County must first approve any cleaning chemicals used on this floor for use.
 - Buff with a soft pad (i.e. all cotton/terry bonnet pad with no scrubber strips) as necessary.
 - Refinishing of the surface shall be done as needed and will be discussed with the Vendor at that time. Lee County reserves the right to seek bids/prices for this work from outside Vendors.

- **Banyon Tree Berries**
- When the Banyan tree is producing berries the Vendor shall sweep and/or scrap the berries off the concrete surface two times per day, first thing in the morning and then again after the noon hour. Concrete surface shall be pressure washed as necessary to keep surface clean during this time.
- During all other times, Vendor shall sweep that area first thing in the morning and check it during the day, sweeping as necessary.

K. COMMUNITY DEVELOPMENT/PUBLIC WORKS

Location	1500 Monroe Street, Fort Myers, FL
Operating Hours	Monday - Friday 7:30am – 5:00pm
Cleaning Hours	Day Porter from 8:00am-5:00pm and Night cleaner after hours
Facility Size	100,000 square feet (Detailed Square Footage per floor listed below) 7,000 square feet open to the public inclusive of Chambers and 2 Meeting Rooms
Fixtures	Restrooms – 16 Toilets and Toilet Paper Dispensers – 38 Restroom Sinks – 30 Soap Dispensers – 34 Paper Towel Dispensers – 34 Kitchen Sinks – 4 Custodial Closets - 4 Stairwells – 3 Elevators - 4
Floor Coverings	85% Carpet 6% Ceramic Tile 6% Vinyl 3% Other

Floors	County Department	Square Footage
1	Community Development	25,000
2	Community Development	25,000
3	Lee County Utilities Department of Transportation Natural Resources	25,000
4	Facilities and Construction Management County Lands Fiscal Pool Strategic Resources & Government Affairs	25,000

Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. Cleaning shall be performed on a five days per week basis, (Monday thru Friday), exclusive of holidays.
- c. Vendor will be given a minimum of 48 hours’ notice of any schedule change.
- d. A day porter shall be on site during open building hours for common area maintenance, with a night porter for after hours completion of daily tasks

Service Identifiers to be performed at this location as listed above:

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services
- Unique Services:
 - The Hearing Examiners office on the second floor is secured and schedule for cleaning that area shall be coordinated with the office personnel.

L. CITY COUNTY ANNEX

Location	1825 Hendry Street, Fort Myers, FL
Operating Hours	Monday - Friday 7:30am – 5:00pm
Cleaning Hours	Day Porter from 8:00am-5:00pm and Night cleaner after hours
Facility Size	45,000 square feet (Detailed Square Footage per floor listed below)
Fixtures	Restrooms – 6 Toilets and Toilet Paper Dispensers – 24 Restroom Sinks – 12 Soap Dispensers – 12 Paper Towel Dispensers – 15 Kitchen Sinks – 3 Custodial Closets - 1 Stairwells – 1

	Elevators - 2
Floor Coverings	75% Carpet 15% Ceramic Tile 10% Vinyl 5% Other

Floors	County Department	Square Footage
1	City of Fort Myers	15,000
2	Human Resources	15,000
3	Information Technology RISK	15,000

Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. Cleaning shall be performed on a five days per week basis, (Monday thru Friday), exclusive of holidays.
- c. Vendor will be given a minimum of 48 hours’ notice of any schedule change.
- d. A day porter shall be on site during open building hours for common area maintenance, with a night porter for after hours completion of daily tasks

Service Identifiers to be performed at this location as listed above:

- Daily Services
- Weekly Services
- Monthly Services
- Quarterly Services
- Semiannual Services

End of Detailed Specifications

ATTACHMENTS

1. General Cleaning Services
2. Library Cleaning Checklist
3. Best Practices for Disposal of PPE and Cleanup Materials

ATTACHMENT 1 – GENERAL CLEANING SERVICES:

FACILITY –		DATE , 20						
	DAILY TASKS	M	Tu	W	Th	F	Sa	Su
1.	Empty and put new liners in wastebaskets. Damp wipe, if necessary.							
2.	Empty desk recycling totes into large recycling bin.							
3.	Spot clean walls, light switches and doors.							
4.	Damp mop floors, including stairs and landings, remove any gum, tar or other foreign matter.							
5.	Clean and/or polish conference room furniture and meeting room furniture.							
6.	Vacuum carpet (Office areas vacuumed 2 times per week, common area everyday). Spot clean carpets as needed using extraction or bonnet cleaning method. Includes courtrooms and adjacent rooms.							
7.	Dust all horizontal ledges, furniture, desks and equipment. (Office areas dusted 2 times per week.)							
8.	Brush all fabric upholstery, as needed.							
9.	Clean and sanitize drinking fountains.							
10.	Dust all unobstructed work areas.							
11.	Do other general and emergency cleaning as required.							
12.	Report any maintenance defects to the County Representative.							
13.	Keep custodial closet clean and orderly.							

	DAILY TASKS	M	Tu	W	Th	F	Sa	Su
14.	Wash all door glass and adjacent panels (interior & exterior).							
15.	Vacuum floor mats and wash as necessary.							
16.	Clean and polish interior and exterior of elevators.							
17.	Sweep and mop elevator floors. Vacuum elevator door tracks.							
18.	Damp mop floor, clean tables in break rooms.							
19.	Damp wipe all vending machines associated with break rooms.							
20.	Sweep stairwells no less than 3 times per week.							
21.	Wipe down, sweep and mop elevators in the Employee Garage							
22.	Disinfect all bathroom fixtures and "high touch" areas including door handles, light switches, sinks, water fountains, vending machines, copier buttons, public counter areas, public seating areas, etc							

FACILITY – VARIOUS DOWNTOWN FACILITIES		DATE _____, 20__						
	DAILY SERVICE – KITCHEN AREA (If Applicable)	M	Tu	W	Th	F	Sa	Su
1.	Clean sinks with detergent / disinfectant.							
2.	Clean counters with detergent / disinfectant.							
3.	Re-supply paper towels and soap dispenser. Wipe down dispensers.							
4.	Damp wipe walls, as necessary.							
5.	Empty and reline trash cans.							
6.	Damp mop floors with cleaner/disinfectant.							

	DAILY SERVICE – RESTROOMS	M	Tu	W	Th	F	Sa	Su
1.	Clean basins with detergent / disinfectant. Clean and shine bright work.							
2.	Clean toilets and urinals using detergent / disinfectant.							
3.	Damp wipe all ledges.							
4.	Clean mirrors, soap dispensers, wash basins, paper towel dispensers, and all plumbing fixtures.							
5.	Clean under basins, around toilets and urinals.							
6.	Damp wipe walls, light switches and doors.							
7.	Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkins liners, sanitary napkins, etc. (USE ONLY ANTI-BACTERIAL OR ANTI MICROBIAL SOAP .)							
8.	Wet mop floors using detergent / disinfectant.							

	DAILY SERVICE – OUTSIDE	M	Tu	W	Th	F	Sa	Su
1.	Sweep and pick up trash around buildings and doorways within a radius of twenty feet.							
2.	Empty and put in new liner bag in trash cans under any covered area around buildings.							
3.	Wash down steps and walks, as required; keeping them free of gum, tar and other foreign matter. (May have to be pressure cleaned.)							
4.	Sweep cobwebs and dust from walls around entrance and windows.							
5.	Shake and sweep down exterior floor mats.							
6.	Empty and clean all smoking urns. Refill sand, if applicable.							
7.	Canvas and pick up trash and debris from the parking lot throughout the day.							
8.	Sweep berries from around banyan tree at the Old Courthouse especially during “shedding” times.							

FACILITY –		DATE _____, 20____						
WEEKLY TASKS		M	Tu	W	Th	F	Sa	Su
1.	High dust all office areas.							
2.	Dust vertical and horizontal surfaces.							
3.	Dust Venetian blinds.							
4.	Clean interior window glass.							
5.	Brush and vacuum all upholstered furniture and modular panels, as needed.							
6.	Scrub all non-skid tile floor areas, if applicable.							

WEEKLY MASTER RECYCLING BIN SERVICE		M	Tu	W	Th	F	Sa	Su
1.	Take bin(s) to designated location for servicing and return once they are emptied.							

FACILITY – _____		DATE _____, 20__											
	MONTHLY SERVICE	01	02	03	04	05	06	07	08	09	10	11	12
1.	Vacuum all air conditioning grills and returns. Damp wipe with all purpose cleaner, if necessary. Do not remove grills.												
2.	Clean first floor light covers (external only).												
3.	Dust fans, if applicable.												
4.	Wash all first-floor exterior window glass.												
5.	Scrub ceramic tile and grout in tile areas.												
6.	Spray buff or burnish all vinyl surfaced areas.												
7.	Clean light covers in elevators.												

FACILITY –		DATE _____, 20			
	QUARTERLY SERVICE	Q1	Q2	Q3	Q4
1.	Strip and re-wax all hard floors.				
2.	Clean carpet by extraction method. Spills and heavily soiled areas are to be spot cleaned in between regularly scheduled carpet cleanings.				

FACILITY –		DATE _____, 20____	
	SEMIANNUAL SERVICE	First Time	Second Time
1.	Damp wipe Venetian blinds (use all purpose cleaner or detergent). Do not remove blinds from window.		
2.	Clean light fixtures and covers (interior).		
3.	Wash exterior windows of building in April & October and any interior high glass, if applicable.		
4.	Clean canvas awnings if applicable.		
5.	Clean ceramic tile grout.		

ATTACHMENT 2 – LIBRARY CLEANING CHECKLIST:

Facility		Date						
Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area								
DAILY TASKS		M	Tu	W	Th	F	Sa	Su
1.	Empty and place a new liner bag (if needed) in trash receptacles. Damp wipe, if necessary.							
2.	Empty desk recycling totes into large recycling bin.							
3.	Spot clean walls, light switches and doors. (check for finger marks, spots, soil build-up, graffiti, etc.)							
4.	Damp mop floors including stairs and landings. Remove any gum, tar or other foreign matter.							
5.	Spot vacuum and/or brush all public and staff area carpet and upholstery (includes under the cushions).							
6.	Dust/polish staff area horizontal ledges, tables, chairs, cabinets, equipment, all unobstructed work areas, etc. (except bookshelves) Check underneath tables/chairs, legs, etc. for needed attention. (2 times per week) <i>Staff may request their desk be dusted/polished by leaving a note on their desk.</i>							
7.	Clean and sanitize drinking fountains.							
8.	Dust all unobstructed work areas.							
9.	Do other general and emergency cleaning as required.							
10.	Report any maintenance defects to the Library Facilities Coordinator.							
11.	Keep custodial closet clean.							
12.	Vacuum floor mats and wash as necessary.							
13.	Clean all main Library entrance, Staff Entrance							
14.	Clean counter tops at Circulation desk, Reference desks, and the Youth Services Information desk and Young Adult station and all table tops inside including shared surfaces in staff areas..							
15.	Damp mop floor, clean tables, chairs, sink and counters in break room.							
16.	Clean meeting room sink, counter refrigerator vacuum and wipe tables as needed							
17.	Clean counters and vending machine.							
18.	Clean all children’s area tables, counters and chairs as needed.							
19.	Clean stainless steel railing on monumental staircase							
20.	Vacuum elevator floors							
21.	Sweep 2 nd floor outdoor reading deck and outside café deck							
22.	Clean “ribbon” in Youth Services area							
23.	Vacuum all floors daily in Ft. Myers Regional Library							
24.	Clean public computer surfaces							
25.	Spot clean interior vinyl/plastic furniture feet marks							
26.	Clean glass on monumental staircase							

27.	Clean/polish stone on monumental staircase								
28.	Clean elevator walls and doors								

DAILY SERVICE – KITCHEN AREA Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area		M	Tu	W	Th	F	Sa	Su
1.	Clean sinks, counters, tables, chairs, with detergent/disinfectant.							
2.	Empty and place a new liner bag in trash receptacles. Spot clean and sanitize containers.							
3.	Re-supply paper towels and soap dispensers.							
4.	Damp wipe all kitchen appliances including vending machines.							
5.	Damp wipe walls, as necessary.							
6.	Damp mop floor.							

Facility Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area		Date						
NIGHTLY SERVICE – RESTROOMS		M	Tu	W	Th	F	Sa	Su
1.	Clean toilets, urinals, sinks, counters, and baby changing stations with detergent/disinfectant.							
2.	Clean mirrors, soap dispensers, paper towel dispensers, and all plumbing fixtures.							
3.	Damp wipe all partitions and ledges.							
4.	Damp wipe walls, light switches and doors, if needed. (check for finger marks, spots, soil build-up, graffiti, etc.)							
5.	Clean under basins, around toilets and urinals.							
6.	Empty and place a new liner bag in trash receptacles. Spot clean and sanitize containers.							
7.	Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkin liners, sanitary napkins, etc. (ONLY ANTI-BACTERIAL FOAMING SOAP WILL BE ACCEPTABLE)							
8.	Wet mop floors using detergent/disinfectant.							

DAILY SERVICE – OUTSIDE Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area		M	Tu	W	Th	F	Sa	Su
1.	Sweep and pick up trash at all building entrances, (i.e., main entrance, staff entrance, etc.) within a radius of twenty feet.							
2.	Sweep and pick up trash around the entire building and property.							
3.	Empty and place a new liner bag in trash receptacles around buildings. Spot clean.							
4.	Wash down steps and walks, as required; keeping them free of gum, tar, and other foreign matter. <i>Clean glass and building areas if required after washing due to over spray.</i>							
5.	Sweep cobwebs and dust from walls around all entrances and windows.							
6.	Shake and sweep down exterior floor mats if applicable.							
7.	Clean smoking sand urns, refill as needed.							
8.	Clean tables/chairs/benches in the outside areas, where applicable.							
9.	Clean dumpster area.							

Facility	Fort Myers Regional Library	Date						
DAY PORTER DUTIES (as well as all duties assigned by FMRL Manager and/or County)		M	Tu	W	Th	F	Sa	Su
1.	Clean toilets, urinals, sinks, counters, and baby changing stations with detergent/disinfectant.							
2.	Clean mirrors, soap dispensers, paper towel dispensers, and all plumbing fixtures.							
3.	Damp wipe all partitions, ledges, walls, light switches and doors.							
4.	Clean under basins, around toilets and urinals.							
5.	Empty and place a new liner bag in trash receptacles.							
6.	Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkin liners, sanitary napkins, etc. (ONLY ANTI-BACTERIAL FOAMING SOAP WILL BE ACCEPTABLE)							
7.	Sweep and mop floors as needed.							
8.	Empty and place a new liner bag in front entrance trash receptacles as needed							
9.	Sweep and pick up trash in vestibule entry and main lobby. Clean area glass if necessary.							

WEEKLY TASKS Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area		Completed	Date Completed
1.	Clean all interior partition glass that can be reached.		
2.	High dust all public areas and staff areas.(above hand height) includes shelves, moldings, ledges, etc. (except bathrooms and bookshelves)		
3.	Dust vertical surfaces.		
4.	Dust venetian blinds and sun shades.		
5.	Dust mop and damp mop storage areas.		
6.	Dust all bookshelves and tops (shelf areas not covered by books) and window sills.		
7.	Dust and remove cobwebs from ceiling areas of standard height.		
8.	Spray buff all corridors, hallways, and lobbies if applicable.		
9.	Scrub all non-skid tile floor areas.		
10.	Vacuum and spot clean all public and staff area carpet and upholstery.		
11.	Brush, vacuum and/or spot clean all modular panels and upholstered furniture.		
12.	Clean (dirt/soil build-up) public area horizontal ledges, desks, tables, chairs, cabinets, equipment, etc. and study areas.		
13.	Take master recycling bin(s) to designated location for servicing and return once they are emptied.		
14.	Collect and dispose of trash from outside the buildings. This includes all planter areas, parking lot areas, and the lawn.		
15.	Clean wall ceramic tile in baths		
16.	Clean the exterior book drop screen and pick up debris near unit.		
17.	Wipe down/dust all book returns		
18.	Clean glass partitions at 2 nd floor public computers		
19.	Wipe down door handles		
20.	Clean/sweep staff stairwells		
21.	Wipe down/dust vestibule surfaces		
22.	Clean all indoor vinyl/plastic furniture		

JANITORIAL DETAIL CLEANING TASK - SPECIAL PROJECTS CHECKLIST

Facility	Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area	Date	,201
A. MONTHLY SERVICE		Completed	Date Completed
1.	Vacuum air conditioning grills and returns. Damp wipe with all-purpose cleaner, if necessary. Do not remove grills.		
2.	Clean light covers (external only).		
3.	Dust and/or clean ceiling fans, if applicable.		
4.	Spot Pressure wash steps, walks and patios and furniture as needed; keeping them free of gum, tar, and other foreign matter. <i>Clean glass and building areas if required after washing due to over spray.</i>		
5.	Clean clear areas of staff desks		
6.	Clean display alcove on first floor between displays at Ft. Myers Regional Library		
7.	Wipe down walls underneath public computers		

B. QUARTERLY SERVICE Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area		Completed	Date Completed
1.	Wash venetian blinds (use all purpose cleaner or detergent), if applicable. Do not remove blinds from window.		
2.	Clean light fixtures and covers (interior) and all hanging pendant lighting. Remove cobwebs.		
3.	Clean awnings, if applicable.		
4.	Clean Carpet and Upholstery.		
5.	Clean book drops (interior/exterior, if applicable) and book drop carts.		
6.	2nd floor real wood table top across from Genealogy. Oil / polish per instructions, TBD		
7.	High Ceiling Cleaning – Dust/clean visible areas including fans, hanging light fixtures, beams, columns, ledges, and air conditioning vents & pipes. Remove dust, cobwebs, bugs, etc.		
8.	Clean low-level interior/exterior windows. (may be required to be done more often).		
9.	Clean mechanical Room, Electrical Room, Data Room (with the assistance of county personnel), if applicable.		
10.	Wax vinyl floors if applicable with approved manufacturer's guidelines.		

C. SEMI ANNUAL SERVICE Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area		Completed	Date Completed
1.	Strip and wax all non marmoleum vinyl floors		
2.	Clean high glass interior/exterior—this may require a sub contractor as it is high and a lift may be needed.		

JANITORIAL DETAIL CLEANING TASK – FOR CORNOG PLAZA













Facility	Fort Myers Regional Library, Talking Books, Meeting Room/Events Office Area	Date						
DAILY TASKS		M	Tu	W	Th	F	Sa	Su
1.	Clean café exterior dining table/chair sets on café deck and sweep the deck							
2.	Empty desk recycling totes into large recycling bin.							
3.	Empty trash/recycling containers							
4.	Remove trash and provide general clean-up within fountain’s reservoir of water, on reservoir ledge, and on featured sculpture in fountain reservoir							
5.	Remove trash on plaza pavers, in grassy areas, planter areas, amphitheater seating, and parking areas							
6.	Remove fallen palm fronds and sweep or blow plaza outdoor steps (including amphitheater) if necessary							
WEEKLY TASKS: CORNOG PLAZA		Completed			Date Completed			
1.	Wipe down trash/recycling containers							
2.	Remove gum, tar, and other foreign matters on plaza pavers							
MONTHLY TASKS: CORNOG PLAZA		Completed			Date Completed			
1.	Empty decorative cigarette butt receptacles to ensure no overflow							
QUARTERLY TASKS: CORNOG PLAZA		Completed			Date Completed			
1.	Spot Pressure clean areas as needed-clean overspray from glass							

ATTACHMENT 3 – BEST PRACTICES FOR DISPOSAL OF PPE AND CLEANUP MATERIALS

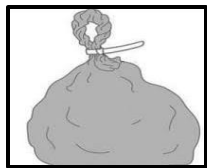
BEST PRACTICES FOR DISPOSAL OF PPE AND CLEANUP MATERIALS

DISPOSAL OF PPEs & CLEANUP MATERIALS

- Dispose of PPEs and cleaning materials per the following requirements:

Non-absorbent Materials	If Contaminated ² with Blood/Body Fluids ¹	If No Blood/Body Fluids Contamination ²
Eyewear/Face Shield		
Gloves		
Absorbent Materials	If Saturated ³ with Blood/Body Fluids	If No Blood/Body Fluids Saturation ³
Gown		
Mask		
Paper Towel		
Key:  = Solid Waste  = Biomedical Waste		
¹ Body Fluids include blood, blood products, lymph, semen, vaginal secretions, cerebrospinal, synovial, pleural, peritoneal, pericardial and amniotic fluids. Body excretions such as feces and secretions such as nasal discharges, saliva, sputum, sweat, tears, urine, and vomitus shall not be considered biomedical waste unless visibly contaminated with blood. ² Contaminated/Contamination defined as soiled by any biomedical waste. ³ Saturated/Saturation defined as soaked to capacity.		

- Consider double-bagging solid waste items.
- Ensure bags are properly tied to prevent contents from falling out.



Gooseneck
Correct



Single Knot
Correct



Bunny-ear
Wrong

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **15 pages** printed single-sided; **page restriction excludes required forms found herein and dividers**. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)
- How many years has Proposer been in business under present name?
- Under what other former names has your organization operated?

Cover Page: Introduction does NOT count towards page restriction requested herein.

TAB 1: Qualifications of Firm

- Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...

TAB 2: Company Relevant Experience & Reference

- Provide details of a maximum of three (3) projects similar in scope and size to that being requested through this solicitation that your firm has completed recently. Details for each project example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information

- Point of contact Name, Phone, and Email
 - Brief description of work provided.
 - Initial costs of work
 - Final costs of work
 - Number of change orders
 - Total completion time (From Notice to Proceed to Final Invoice payment)
- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Firm Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.

TAB 4: Personnel

- Provide a detailed description of the firm’s **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual’s knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.
- Provide a statement acknowledging your firm’s understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide resumes, licensure, and certifications of proposed **specific** project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Lee County contract.
 - *Resumes are not included within page restrictions, but should be limited to one (1) page per person.**
 - *Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration.**

TAB 5: Required Forms

- Forms 1- 10

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	30
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	30
3	PLAN OF APPROACH (TAB 3)	25
4	PERSONNEL (TAB 4)	15
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, May 10, 2024	N/A
Pre-Proposal Meeting	Wednesday, May 29, 2024	9:30 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Friday, June 14, 2024	Prior to 2:30 PM
First Committee Meeting Short list discussion	Wednesday, July 10, 2024	1:00 PM
Board Meeting	TBD	9:30 AM
<p>Additional notes on Submission Schedule:</p> <ul style="list-style-type: none"> • <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> • <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> <p><i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.</i></p>		

End of Section

LEE COUNTY DOCUMENT MANAGEMENT FORM

For

RFP240120SML Custodial Services for Downtown Buildings

These forms are required as indicated below and all required forms should be submitted with the Bidder’s/Proposer’s submission package. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked “N/A or Not Applicable” across the form in large letters and returned with your submission package.

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, If Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Bid/Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Sub-Contractor List	Required	
6	Public Entity Crime Form	Required	
7	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion	Required	
8	Certification Regarding Lobbying	Required	
8a	Disclosure of Lobbying Activities	If applicable	
9	E-Verify Affidavit	Required	
10	Affidavit of Compliance with Section 287.138 Florida Statutes	Required	
*	Proposal Label	Required	

It is the Bidder’s/Proposer’s responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within their submission package. Failure to submit required forms may deem your company as non-responsive.

FORMS DESCRIPTION & INSTRUCTIONS

REQUEST FOR PROPOSAL (NON-CCNA)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

Form # Title/Description

- 1 *Solicitation Response Form***
 All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.
 Verify that all addenda and tax identification number have been provided.
- 1a *Proposal Form***
 This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County
- * *Business Relationship Disclosure Requirement (if Applicable)***
 Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form** entitled "*INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS*" (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response**. **It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**
 NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.
- 2 *Affidavit Certification Immigration Laws***
 Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.
- 3 *Reference Survey***
 Provide this form to reference respondents. This form **will be turned in with the proposal** package.
1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
 2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
 3. The reference respondent should complete "**Section 3.**"
 4. **Section 4:** The reference respondent to print and sign name
 5. **Three (3) Reference responses** are to be **returned with the proposal package**.
 6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation, enter “None” in the first “type of incident” block** of the form. Please do not write N/A on this form.

5 *Sub-Contractor/Consultant List* (if applicable)

To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

6 *Public Entity Crimes Form (Required form)*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

7 *Suspension and Debarment Certification*

8 *Certification Regarding Lobbying*

9 *E-Verify Affidavit*

10 *Affidavit of Compliance with Section 287.138 Florida Statutes*

*** *Proposal Label*** (Required)

Self-explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Proposer’s responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 6/14/2024

SOLICITATION IDENTIFICATION: RFP240120SML

SOLICITATION NAME: Custodial Services for Downtown Buildings

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL _____

CORPORATE OR MAILING ADDRESS: _____

[] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

** Lee County collects your social security number for tax reporting purposes only

Please submit a copy of your registration from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

1 Collusion Statement: Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification: Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

Form 1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form)

Business Relationship NOT Applicable

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate.

Yes No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE)

Company Name (Name printed or typed)



(Affix Corporate Seal, if applicable)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

Authorized Representative's Signature

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 655555
 FBI/EIN Number 5111111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
 Your Town, USA 99999
 Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

Mailing Address

555 N Main Street
 MYour Town, USA 99999
 Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA99999
 Name Changed: 12/14/2006
 Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P
 President, First
 555 AVENUE
 Anytown, USA99999
 Title V
 President, Second
 555 AVENUE
 Anytown, USA99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

v01/03/2018

STATE OF FLORIDA

SECRET

STATE OF FLORIDA

Form 1a – Bid/Proposal Form



COMPANY NAME: _____

SOLICITATION: RFP240120SML – Custodial Services for Downtown Buildings

This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete schedule. The Excel document contains formulas for convenience; however, it is the Proposer’s responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel documents(s).

REMINDER: In the event there is a discrepancy between the total proposed amount, or the extended amounts and the unit prices proposed, the unit prices will prevail, and the corrected sum will be considered the quoted price.

The County will only accept proposals submitted on the proposal form provided by the County. Proposals submitted on other forms, other than those provided by the County, will deem Proposer as non-responsive and ineligible for award.

Proposers may not adjust or modify data provided within the Bid/Proposal Form. Proposals received with modified data may deem the Proposer as non-responsive and ineligible for award.

PLEASE ENSURE you have provided a printed copy of the Bid/Proposal Form with your hard copy submission packages and provided the excel version with your digital submission package.

PRICING

- The Bid/Proposal Form shall be submitted in a **SEPARATE SEALED ENVELOPE**. Pricing will not be assigned points or used to evaluate Vendor qualifications. After the evaluation process a maximum of the top scored Vendors will move on to have their cost proposals opened.

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP240120SML**

SOLICITATION NAME: **Custodial Services for Downtown Buildings**

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, IF YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED WITH THE DEPARTMENT OF PROCUREMENT MANAGEMENT NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Form 3 - Reference Survey

**Lee County Procurement Management
Reference Survey**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	Bidder/Proposer:	
COMPANY:	_____	Due Date:	
PHONE #:	_____	Total # Pages:	1
FAX #:	_____	Phone #:	Fax #:
EMAIL:	_____	Bidder/Proposer E-Mail:	

Section 2	Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3		Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
7. If the opportunity were to present itself, would you rehire this company?		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

Company Name: _____

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>

Make as many copies of this sheet as necessary to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write “NONE” in the first “Type of Incident” box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Page Number: _____ Of _____ Total pages

Form 6 - Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

- 1. This sworn statement is submitted to _____
(Print name of the public entity)
 by _____
(Print individual's name and title)
 for _____
(Print name of entity submitting sworn statement)
 whose business address is _____
 (If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

- 2. I understand that a “public entity crime” as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm’s length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a “person” as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Form 6 - Public Entity Crime Form, Page 2

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced _____ as identification.
(Type of Identification)

(NOTARY PUBLIC)

My Commission Expires: _____

Form 7 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

- (1) The prospective CONSULTANT/CONTRACTOR/VENDOR, _____ of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

CONSULTANT/CONTRACTOR/VENDOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Form 8 - Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor/Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor/Consultant's Authorized Official

Name & Title of Contractor/Consultant's Authorized Official

Date

Form 8a: continued (as applicable)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
4040-0013

<p>1. * Type of Federal Action:</p> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. * Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. * Report Type:</p> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<p>4. Name and Address of Reporting Entity:</p> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
<p>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</p> 		
<p>6. * Federal Department/Agency:</p> _____		<p>7. * Federal Program Name/Description:</p> _____ CFDA Number, if applicable: _____
<p>8. Federal Action Number, if known:</p> _____		<p>9. Award Amount, if known:</p> \$ _____
<p>10. a. Name and Address of Lobbying Registrant:</p> Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
<p>b. Individual Performing Services (including address if different from No. 10a)</p> Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____		
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the ter above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>* Signature: _____</p> <p>*Name: Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____</p> <p>Title: _____ Telephone No.: _____ Date: _____</p>		
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-87)</p>

Form 9: E-Verify Affidavit

Attachment: Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with County Procurements where applicable. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, upon request by County personnel. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company.

Lee County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Lee County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Lee County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at any time upon request by the County.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES,
CONTRACTING WITH FOREIGN ENTITIES OF CONCERN**

Before me, the undersigned authority, personally appeared **(Name of affiant)** _____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the **(Title)**_____ of **(Business Name)** _____ which does business in the State of Florida, hereinafter called the “Vendor.”
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a “controlling interest” in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual’s personal identifying information.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of physical presence or online notarization, this ___ day of _____ 20___, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Submission/Proposal”.

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP240120SML
SOLICITATION TITLE:	Custodial Services for Downtown Buildings
DATE DUE:	Friday, June 14, 2024
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	<small>(Name of Company)</small>
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



***Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY