



Advertise Date: Friday, May 03, 2024

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: **RFP240197KLB**

Solicitation Name: **Medical Examiner Office Janitorial Services**

Open Date/Time: **Wednesday, June 05, 2024** Time: **2:30 PM**

Location: **Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901**

Procurement Contact: **Kacey Bell** Title **Procurement Analyst**

Phone: **(239) 533-8835** Email: **kbell@leegov.com**

Requesting Dept. **Medical Examiner**

Pre-Solicitation Meeting:

Type: **NON-Mandatory**

Date/Time: **5/15/2024 9:00 AM**

Location: **District 21 Medical Examiner’s Office
70 South Danley Drive
Fort Myers, FL 33907**

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



Notice to Contractor / Vendor / Proposer(s)

REQUEST FOR PROPOSAL (RFP)

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

RFP240197KLB – Medical Examiner Office Janitorial Services

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 Wednesday, June 05, 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 15, 2024 at District 21 Medical Examiner's Office, 70 South Danley Drive, Fort Myers, FL 33907 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.

Kacey Bell, kbell@LeeGov.com

Sincerely,


Adam Brooke, CPPC, 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. Lee County Procurement Management Ordinance 22-06 & 23-21
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. 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.lee.gov/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 warranted 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.
- 15.4. A Vendor that assisted in preparing and/or writing a scope of work and/or specifications may not submit a bid or proposal for County consideration on that project.

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.lee.gov/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: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.

25.1.3. Step 3: 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.

25.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.

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 initial Agreement term of three (3) 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**

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."*



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.

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End of Insurance Guide section

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 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.

2. PRICING

2.1. Vendors are required to submit pricing for monthly cleaning services. 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 cleaning supplies, chemicals, materials, mops, brooms, buckets, spray bottles, power tools, squeegees, etc.

3. INVOICING

3.1. Vendor shall invoice the Medical Examiner's Office monthly per the cleaning rate schedule. The accepted priced for the services 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.

3.2. In the event a service is not performed, the Vendor will have seven (7) calendar days upon notification of the service not being performed to complete the service. If the Vendor cannot perform the service within those seven (7) calendars days, a credit in an amount equal to the service not performed will be given to the Medical Examiner's Office in the next monthly invoice. Continual issues of the same manner will not be tolerated.

3.3. The Vendor shall purchase all toilet paper, trash bags, antibacterial disinfectant, urinal blocks and deodorizers, detergent soap, spot removers, and other necessary cleaning supplies from the approved vendor. The vendor shall provide a packing slip for the supplies ordered to the Medical Examiner's office to confirm inventory. Medical Examiner's Office is responsible for the costs of all cleaning supplies and will provide and authorize Vendor to purchase the products. A separate purchase order will be opened by the Medical Examiner's Office for the paper products. The Medical Examiner's Office will provide recycle bins, red biohazard bags and trash cans.

3.4. The Vendor is expected to conduct themselves with the professionalism, and deportment expected of their discipline while performing services under this Contract. Unprofessional or illegal conduct by the Vendor authorizes the Medical Examiner's Office to terminate this Contract.

3.5. Any dispute on a claim arising out of or related to this Contract will be first presented through the Medical Examiner's Office for informal resolution.

3.6. The Vendor expressly assumes, as an independent contractor, responsibility for reporting and payment of all taxes associated with performance under this Contract. The Medical Examiner's Office is tax exempt. The tax exemption certificate will be provided to Vendor.

3.7. The Medical Examiner's Office, in its sole discretion, reserves the right to issue changes hereunder for agreed to adjustment in the contract price, time, or both.

- 3.8. The Vendor shall be liable and agrees to be liable for and shall indemnify and hold the Medical Examiner's Office and Lee County harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs and attorney fees arising out of the Vendor's errors, omissions or negligence. The Medical Examiner's Office and Lee County shall likewise indemnify, subject to the limitations in Florida Statutes 768.28, the CONTRACTOR for the errors, omissions or negligence of the Medical Examiner's Office and Lee County, its employees, and agents.
- 3.9. The Medical Examiner's Office representative for the contract is Christa Marlowe at 239-533-6339. Email address: me21ops@leegov.com.

4. SERVICE RATE CHANGES

- 4.1. If the Vendor requests a price increase; it will be reviewed by the Medical Examiner's Office and then provided to Lee County Procurement Management. All information necessary to review and analyze the request must be submitted to the Medical Examiner's Office and Lee County Procurement Management. Lee County shall have the right to grant the price increase, or re-solicit, at the Medical Examiner's sole discretion. Should prices decrease, the same procedure shall apply.

5. BACKGROUND CHECKS

- 5.1. 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.
- 5.2. 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
- 5.3. The Vendor may be required to provide proof and documentation of those background checks to the Medical Examiner's Office. The Medical Examiner's Office may require that the Vendor exclude employees, agents, representative, or subcontractors based on the background checks outcomes and results.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.

6. EXAMINATION OF SITE AND OTHER RELATIVE MATERIAL

- 6.1. 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.

- 6.2. 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.

7. ASSIGNMENT OF SERVICES

- 7.1. Vendor shall not assign, transfer, or subcontract any portion of this agreement, on a temporary or permanent basis, without prior written approval by the Medical Examiner's Office.

8. LOCAL PREFERENCE

- 8.1. The Lee County Local Vendor Preference shall be included as part of the evaluation process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

End of Special Conditions

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide Janitorial Services for the District 21 Medical Examiner's Office located at 70 South Danley Drive, Fort Myers, Florida 33907. 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.
- 1.2. The building is a single-story structure consisting of approximately 11,200 square feet of cleanable space. Approximately 6,300 square feet consists of administrative offices and 4,900 square feet consists of the morgue/autopsy suites.

2. SCHEDULE/LIMITATIONS

- 2.1. The Vendor shall provide the routine services daily during non-office hours. Schedule/hours are subject to change depending on the Medical Examiner's Office needs and workload.

2.2. Activation for Emergency Operations

- 2.2.1. In emergency situations, it may become necessary to activate certain areas of this building to facilitate emergency operations personnel. In those situations, personnel may be occupying some areas twenty-four (24) hours a day and weekends. If this occurs, it will become necessary for the Vendor to provide janitorial services during these periods. Compensation will be provided at an hourly rate.
- 2.2.2. If the emergency requires the Vendor to pay overtime wages, they will be provided at 1.5 times the hourly rates.
- 2.2.3. The Medical Examiner's Office shall notify the Vendor when these additional services are needed.

3. COMMUNICATION AND REPORTING

- 3.1. To facilitate communication between the Vendor's personnel and the Medical Examiner's Office, 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.
- 3.2. 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 and shall be required to provide an immediate response time. Vendor must also provide the County with emergency contact phone numbers and personnel.
- 3.3. The Medical Examiner's Office shall designate a contact person.
- 3.4. The Vendor's supervisory personnel will routinely be dealing with the Medical Examiner's Office personnel. The Vendor shall ensure these supervisors are fluent in English. Moreover, any of the Vendor's personnel who have regular interaction with the Medical Examiner's Office staff, take direction from the Medical Examiner's Office staff, and/or perform their duties in the absence of Vendor's supervisory personnel, shall also be fluent in English.

3.5. Reporting

- 3.5.1. A sign-in sheet detailing company, name of personnel on duty, time in and out must be available and on site for the Medical Examiner's Office 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 Medical Examiner's Office 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.

4. GENERAL WORK REQUIREMENTS:

- 4.1. Vendor's employees will be responsible for acting in accordance with all Lee County and the Medical Examiner's Office security policies, while cleaning, and during entering and exiting the property. Any misuse of the policies will be grounds for immediate termination of this 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 always 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. DAMAGE TO PROPERTY

- 6.1. Liability for damage or theft of The Medical Examiner's Office or County property directly caused by the Vendor during the janitorial operations shall be assumed by the Vendor. A written report of same and cause of damage must be submitted to the Medical Examiner's Office contact within 24 hours of occurrence.

7. MATERIALS, CHEMICALS AND EQUIPMENT

- 7.1. 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.
 - 7.1.1. 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.).
 - 7.1.2. As a requirement, upon the request of the Medical Examiner's Office, 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.
 - 7.1.3. Under no circumstances shall any aerosol cleaning products be utilized. Soap dispensers shall be supplied by the Vendor and filled with antibacterial soap.

- 7.1.4. Vendor shall use only vacuum cleaners with the Hepa filtration system. Vacuums must be approved for use by the Medical Examiner's Office 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 Medical Examiner's Office Representative. Filters must be changed as required by vacuum equipment manufacturer.
- 7.1.5. The Medical Examiner's Office / The County will not be responsible or liable for any equipment left on site, theft, vandalism or equivalent.
- 7.1.6. NOTE: MANUALLY OPERATED CARPET SWEEPERS ARE NOT TO BE USED IN PLACE OF AN ELECTRIC VACUUM CLEANER ON CARPETING.

8. CONSUMABLES USAGE

- 8.1. The cost of the consumables used under the contract shall be reimbursable to the Vendor. The Vendor shall invoice the cost of consumables used 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.
- 8.2. The payment of consumable supplies (toilet paper, antibacterial soap, paper towels, etc.) shall be invoiced 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 Medical Examiner's Office.
 - 8.2.1. Vendor shall request and receive prior written approval of any special consumable requested outside of toilet paper, soap, and/or paper towels for use based on needs. Approval of such items is at the sole discretion of the Medical Examiner's Office.
- 8.3. The Medical Examiner's Office requires that only recycled paper products be provided.
- 8.4. The Medical Examiner's Office may choose at their sole discretion to purchase consumables and provide to awarded Vendor.
- 8.5. Toilet paper shall be of 100% post-consumer waste content, double ply such as Fort Howard or approved equivalent.

9. QUALITY STANDARDS

- 9.1. 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:
 - 9.1.1. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, and equipment.
 - 9.1.2. Absence of litter and trash on floor and horizontal surfaces of equipment.
 - 9.1.3. Absence of finger marks, spots, and soil build-up on walls, partitions, doors, dividers, etc.
 - 9.1.4. 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.
 - 9.1.5. 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.
 - 9.1.6. Absence of dust, spots, soil build-up and encrustations on furniture and equipment surfaces and legs.
 - 9.1.7. Absence of dust, lint, and litter on upholstered furniture.

- 9.1.8. 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.
- 9.1.9. Absence of marks, spots, stains and streaks on interior and exterior entrance door and lobby glass and all partition glass.
- 9.1.10. Absence of soil and dust on window blinds, shades, sills, frames, and ledges.
- 9.1.11. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings.
- 9.1.12. Absence of trash in building. Trash shall be collected and removed to designated area.
- 9.1.13. Absence of soil, litter, dust and spots from all carpets, mats, and floors.
- 9.1.14. Absence of streaks, spots, stains from all brightwork, where appropriate. All brightwork shall be polished dry to a high sheen.

10. WORKSMANSHIP AND INSPECTIONS

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

11. JANITORIAL STORAGE

- 11.1. The Medical Examiner's Office will provide storage areas that will be used for the Vendor's supplies and equipment. These storage areas will be maintained by the Vendor in a clean, orderly, secured, and safe condition.

12. TRASH REMOVAL

- 12.1. The Vendor shall utilize the trash system presently in use and in compliance with Lee County Ordinances.

13. DEFAULTS BY CONTRACTOR

- 13.1. The Vendor may be declared in default and may be terminated by the Medical Examiner's Office, at its sole discretion, within seven (7) calendar days' notice for any one of the following reasons:
 - 13.1.1. Failure of the Vendor to maintain a satisfactory performance level.
 - 13.1.2. Failure of the Vendor to start work within the time stated in the Medical Examiner's Office notice to begin janitorial services.
 - 13.1.3. Failure of the Vendor to pay employees and/or suppliers for work performed and/or materials and supplies used under this contract.
 - 13.1.4. Insolvency of the Vendor.
 - 13.1.5. Death of the Vendor if the Vendor is an individual.
 - 13.1.6. Breach of security or confidentiality.

14. PERSONEL REQUIREMENTS

- 14.1. The following positions shall be provided by the Vendor.

- 14.1.1. Project Coordinator - This position shall be responsible for directing all cleaning staff including day and night crews. This person shall be responsible for all personnel working under this contract. Duties may include, but not be limited to, crew scheduling, ordering and warehousing product supplies, and to act as liaison between the Facility Manager and building occupants. This position shall be responsible to field calls from building occupants when necessary. This position shall review quality assurance inspections of the work performed by the cleaning staff, as well as performing these checks independently and randomly. This person must have a local cell phone number and have the ability to be contacted 24 hours a day.
- 14.1.2. Cleaning Crews - All cleaning shall be done during non-office hours. Works hours are not specified but shall be sufficient to accomplish all work. The staffing of crews must accomplish all required tasks, as outlined below based on facility. The Vendor is expected to staff the cleaning crew(s) at their discretion. There shall be on cleaning crew designated for the office areas only and one cleaning crew designated for the morgue area only. Cleaning crews may be required to complete a checklist and sign in and out at each facility, at the Medical Examiner's Office discretion.
- 14.1.3. 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.
- 14.1.4. Vendor's employees must comply with the Florida Clean Indoor Air Act, Florida Statute 386, by observing no smoking restrictions.
- 14.1.5. Vendor shall comply with all applicable portions of OSHA 1910.

15. SPECIAL PROVISIONS FOR SENSITIVE AREAS

- 15.1. The Vendor shall not move or jar any computer or data processing machine, equipment, accessories, etc. It is understood that from time to time, it may be necessary to roll a copier or other service machine to clean underneath.
- 15.2. The Vendor shall exercise extreme caution when using water buckets and shall mount them on dollies to prevent spillage.
 - 15.2.1. The Vendor, when wet mopping the floor, will put out the "caution wet floor" sign.
- 15.3. The Vendor shall not use computer, copying or phone equipment located on the premises.
- 15.4. The Vendor shall provide adequate staff to perform the duties of cleaning the morgue area.
- 15.5. There shall be no photographs taken at any time, in any manner.

16. SERVICE IDENTIFIERS

- 16.1. All items below are to be completed by Vendor within the expected timeframe (daily or monthly) for the Medical Examiner's Office or Medical Examiner's Office Autopsy Area.
 - 16.1.1. **Areas to be serviced:** This Contract applies to the building of the ME's OFFICE as follows: all offices, work areas, common areas, kitchen, hallways, inside entranceways, conference room, locker rooms, library, sleeping rooms, restrooms/showers, morgue/autopsy suites, and garage areas. This Contract does not include electrical utility rooms, electronic equipment rooms, record file rooms and

equipment storage rooms. Cleaning schedules are attached.

16.1.2. Daily and Monthly service identifiers shall be grouped as one unit price under the monthly category.

16.2. **Daily Services for Medical Examiner's Office:**

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:

16.2.1. **Sunday:**

Offices/Conference Room/Quiet Room/Library/Hallways

- Empty waste baskets (move them and pick up debris from around and under).
- Spot clean and sanitize walls, light switches, and doors.
- Sanitize all doors and doorknob hardware (inside and outside of doors)
- Knock down cobwebs in corners and behind blinds.
- Vacuum carpet (paying special attention behind doors, in corners, and under desk). Put back all chairs after vacuuming.
- Spot clean carpets, as required using extraction or bonnet cleaning method.
- Dust all horizontal ledges, furniture, desks, and equipment.
- Dust legs of rolling chairs, tops of computers and UPS battery packs.
- Dust all unobstructed work areas.
- Clean and sanitize any telephones.
- Do other general and emergency spot cleaning, as required.

Restrooms

- Empty waste baskets.
- Clean toilets and urinals using detergent / disinfectant. Use bowl cleaner each visit to keep toilets free of any types of stains, scale, or residue.
- Clean showers, sinks, and countertops using detergent / disinfectant.
- Clean interior and exterior door handles using detergent / disinfectant.
- Damp wipe all ledges, bench, and top of lockers.
- 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.
- Sweep or vacuum entire tile floor.
- Wet mop floors using detergent / disinfectant.
- Dust main woman's bathroom door jam going into the shower room.
- 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.)

Break Room/Kitchen Areas

- Empty waste and recycle baskets (including the hallway by the copier).
- Dust top of refrigerator and water cooler
- Clean sink and countertop (including top lip) using detergent / disinfectant.
- Clean wall behind sink using detergent / disinfectant.
- Clean microwave inside and out using detergent / disinfectant.
- Spot clean cabinet fronts and refrigerator (including underneath overhead cabinets and walls).

- Sweep or vacuum entire floor (making sure to get in corners, behind waste and recycle baskets, and behind the door).
- Wet mop kitchen floor using detergent / disinfectant.
- Clean top of trash can lid using detergent / disinfectant.
- Re-supply soap, and paper towels. (ONLY ANTI-BACTERIAL OR ANTI-MICROBIAL SOAP SHALL BE ACCEPTABLE.)

Hallways

- Empty waste baskets and recycling baskets.
- Clean entrance thresholds and outside entrance areas.
- Spot clean and sanitize walls, entrance key card switch, light switches, and doors.
- Sanitize all doors and doorknob hardware (inside and outside of doors)
- Knock down cobwebs in corners (focusing by exterior doors).
- Sweep down cobwebs and concrete outside entrance of office incoming door from parking lot.
- Vacuum carpet (paying special attention behind doors, in corners, and under desk).
- Vacuum and mop all hard floor surfaces.
- Spot clean carpets, as required using extraction or bonnet cleaning method.

Front Desk Area

- Empty waste baskets and recycle bins (move them and pick up debris from around and under).
- Clean both sides of windows in double entrance doors, door between lobby and front desk area, door between front desk area and hallway.
- Vacuum carpet (paying special attention behind doors, in corners, when applicable vacuum file room).
- Dust black baseboards of cubicles.
- Dust all horizontal ledges, furniture, desks, and equipment.
- Dust legs of rolling chairs, tops of computers and UPS battery packs.
- Dust all unobstructed work areas. (everything that can be reached flat footed from the floor and to dust all phones well and under them)
- Clean and sanitize water fountain.
- Wipe window ledges at front entrance way.

16.2.2. Monday and Wednesday:

Offices/Conference Room/Quiet Room/Library/Hallways

- Empty waste baskets (move them and pick up debris from around and under).
- Spot clean carpet (**Wednesday only**)
- Vacuum carpet (paying special attention behind doors, in corners, and under desk). Put back all chairs after vacuuming.

Restrooms

- Empty waste baskets.
- Clean toilets and urinals using detergent / disinfectant. Use bowl cleaner each visit to keep toilets free of any types of stains, scale, or residue.
- Clean showers, sinks, and countertops using detergent / disinfectant.
- Clean interior and exterior door handles using detergent / disinfectant.
- Damp wipe all ledges, bench, and top of lockers.
- 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.
- Sweep or vacuum entire tile floor.
- Wet mop floors using detergent / disinfectant.
- 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.)

Break Room/Kitchen Areas

- Empty waste and recycle baskets (including the hallway by the copier).
- Dust top of refrigerator and water cooler
- Clean sink and countertop (including top lip) using detergent / disinfectant.
- Clean wall behind sink using detergent / disinfectant.
- Clean microwave inside and out using detergent / disinfectant.
- Spot clean cabinet fronts and refrigerator (including underneath overhead cabinets and walls).
- Sweep or vacuum entire floor (making sure to get in corners, behind waste and recycle baskets, and behind the door).
- Wet mop kitchen floor using detergent / disinfectant.
- Clean top of trash can lid using detergent / disinfectant.
- Re-supply soap, and paper towels. (ONLY ANTI-BACTERIAL OR ANTI-MICROBIAL SOAP SHALL BE ACCEPTABLE.)

Front Desk Area

- Empty waste baskets and recycle bins (move them and pick up debris from around and under).
- Clean both sides of windows in double entrance doors, door between lobby and front desk area, door between front desk area and hallway.
- Vacuum carpet (paying special attention behind doors, in corners, when applicable vacuum file room).
- Spot clean carpet (**Wednesday only**)

16.2.3. Tuesday and Thursday:

Offices/Conference Room/Quiet Room/Library/Hallways

- Empty waste baskets (move them and pick up debris from around and under).
- Dust all unobstructed work areas, including phones.
- Clean and sanitize any telephones.
- Dust legs of rolling chairs, tops of computers and UPS battery packs.
- Vacuum carpet (paying special attention behind doors, in corners, and under desk). Put back all chairs after vacuuming.

Restrooms

- Empty waste baskets.
- Clean toilets and urinals using detergent / disinfectant. Use bowl cleaner each visit to keep toilets free of any types of stains, scale, or residue.
- Clean showers, sinks, and countertops using detergent / disinfectant.
- Clean interior and exterior door handles using detergent / disinfectant.
- Damp wipe all ledges, bench, and top of lockers.
- Clean mirrors, soap dispensers, wash basins, paper towel dispensers, and all plumbing fixtures.
- Sweep or vacuum entire tile floor.
- Wet mop floors using detergent / disinfectant.

- 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.)

Break Room/Kitchen Areas

- Empty waste and recycle baskets (including the hallway by the copier).
- Dust top of refrigerator and water cooler
- Clean sink and countertop (including top lip) using detergent / disinfectant.
- Clean wall behind sink using detergent / disinfectant.
- Clean microwave inside and out using detergent / disinfectant.
- Spot clean cabinet fronts and refrigerator (including underneath overhead cabinets and walls).
- Sweep or vacuum entire floor (making sure to get in corners, behind waste and recycle baskets, and behind the door).
- Wet mop kitchen floor using detergent / disinfectant.
- Re-supply soap, and paper towels. (ONLY ANTI-BACTERIAL OR ANTI-MICROBIAL SOAP SHALL BE ACCEPTABLE.)

Hallways

- Empty waste baskets and recycling baskets.
- Clean entrance thresholds and outside entrance areas.
- Knock down cobwebs in corners (focusing by exterior doors).
- Vacuum carpet (paying special attention behind doors, in corners, and under desk).
- Vacuum and mop all hard floor surfaces.
- Spot clean baseboards.

16.3. **Monthly Services for Medical Examiner's Office:**

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

- Dust all window ledges and window blinds.
- Remove Dr. Hamilton's plants from the top of office shelves, dust and clean, replace plants to top of office shelves.
- Pour ½ gallon of water into each floor drain.
- Tilex main men and women's bathroom floors in hallway leading to autopsy and scrub with brush.
- Clean all recycle bins.

16.4. **Daily Services for Medical Examiner's Autopsy Areas:**

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:

16.4.1. **Sunday, Tuesday, Wednesday, Friday, and Saturday:**

Autopsy Areas and Single Table Room

- Change all biohazard boxes that need to be changed or smell worse than usual (especially the incoming hallway).
- Place stickers on appropriate biohazard boxes and initial.
- Clean all tables using disinfectant (once clean please them back out in the hallway)
- Break down, disinfect, and clean all dirty workstations (no medical instruments)

- Clean all door handles, push buttons, and big white doors using disinfectant.
- Dry vacuum for maggots (special attention to be made behind bio boxes and edges)
- Wet mop and disinfect entire brown floor under medical instrument station area.
- Re-supply soap, and paper towels. (ONLY ANTI-BACTERIAL OR ANTI-MICROBIAL SOAP SHALL BE ACCEPTABLE.)

Desk Areas

- Empty waste baskets.
- Spot clean area for blood.
- Clean and sanitize all desktops and telephone.

Blue Hallway Areas/Supply Rooms

- Sweep hallways.
- Clean all door handles, coolers, and freezers using disinfectant.
- Spot clean all doors and the inside of exterior doors for dirt and blood using disinfectant.
- Spot clean all push buttons for dirt and blood using disinfectant.
- Spot clean all white plastic walls for dirt and blood using disinfectant.

16.4.2. Sunday and Wednesday:

- Sweep out garage.
- Sweep off concrete front entrance way.
- Wipe window ledges at front entrance way.

16.5. Monthly Services for Medical Examiner's Autopsy Areas:

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

- Dust all window ledges in autopsy area.
- Knock down cobwebs in garage area.
- Pour ½ gallon of water into floor drains.
- Vacuum the five (5) Medical Examiner logo mats located at the front entrance, the administrative hallway, the vestibule leading to the morgue, the outgoing hallway in the morgue, and the garage leading to the incoming hallway.

16.6. Unique Services:

16.6.1. The Medical Examiner's Office will contact Vendor to evaluate and schedule additional cleaning. Tasks include surfaced floors to be stripped, waxed and buffered, power washing of garage area (interior), dusting of ceiling light fixtures, a/c vents and returns, carpet cleaning and cleaning of the Medical Examiner logo mats.

16.6.2. The Medical Examiner's Office will be provided with an estimate of these additional services prior to any of these additional services being performed.

17. SAFETY DATA SHEETS / BIOMEDICAL AND HAZARD WASTE

17.1. In accordance with Chapter 442.109 of the Florida Statutes, it is the Vendors responsibility to provide the Medical Examiner's Office with Safety Data Sheets. These sheets are maintained within the main autopsy suite.

- 17.2. In accordance with Chapter 64E-16, Florida Administrative Code (F.A.C.), it is the Vendors responsibility to replace the biomedical waste on the premises. No red bag containing biomedical waste shall remain on the premises longer than 30 days. Vendor shall affix a date label on the exterior of the reusable container to ensure the containers are closed and sealed to be picked up within a 30-day period.

18. CONFIDENTIALITY/SECURITY

- 18.1. Vendor agrees that all information disclosed or discussed, including but not limited to, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, financial information, and other information disclosed or submitted, either orally, in writing, or by any other member of the Medical Examiner's Office, shall hold the same in confidence and shall not use the confidential information other than for purposes of Vendor's business with the Medical Examiner's Office. Vendor will not disclose, publish, or otherwise reveal any of the confidential information received from the Medical Examiner's Office to any other party whatsoever except with the specific prior written authorization from the Medical Examiner's Office.
- 18.2. The Medical Examiner's Office agrees that all information disclosed or discussed, including but not limited to, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, financial information, and other information disclosed or submitted, either orally, in writing or by any other member of the Vendor or staff, shall hold the same in confidence and shall not use the confidential information other than for purposes of the Medical Examiner's Office business with the Vendor. The Medical Examiner's will not disclose, publish, or otherwise reveal any other confidential information received from the Vendor to any other party whatsoever except with the specific prior written authorization from the Vendor.
- 18.3. Vendor agrees that in the event of any breach or threatened breach by Vendor, the Medical Examiner's Office may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the Medical Examiner's Office against any such breach or threatened breach.
- 18.4. Vendor will be issued an Access/Security Badge(s), key(s), and alarm code to enter the building for providing janitorial services. These cards and keys must be surrendered upon request or termination. Abuse of these items will not be tolerated by the Medical Examiner's Office or Lee County Board of County Commissioners and will result in immediate termination of the Contract.
- 18.5. Upon departure from the building, Vendor will be responsible for securing the premises which includes making sure all exterior doors are locked, garage doors secured, and alarm activated if Vendor is the last to leave the premises.
- 18.6. Should the Vendor trip the alarm, and the Lee County Sheriff's Office invoices the Medical Examiner's Office for a false alarm due to the error of Vendor, the Medical Examiner's Office has full discretion to decide whether the Vendor is responsible for the charge.

19. AUDITABLE RECORDS

- 19.1. Vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of nonconformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

20. PUBLIC RECORDS LAW

- 20.1. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, regarding public records, and shall:
- 20.1.1. Keep and maintain public records that ordinarily and necessarily would be required by the Medical Examiner's Office or Lee County in order to perform the services required under this Contract.
 - 20.1.2. Upon request from the County or the Medical Examiner's Office, provide the County or the Medical Examiner's Office 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - 20.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.
 - 20.1.4. Meet all requirements for retaining public records and transfer, at no cost to the County or the Medical Examiner's Office, all public records in possession of Vendor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County or the Medical Examiner's Office in a format that is compatible with the information technology system of the County or the Medical Examiner's Office.

End of Detailed Specifications

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.
- 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.
- Provide a detailed Plan of Approach that explains how your firm intends to comply with, meet and protect the confidentiality detailed within this solicitation.

TAB 4: Personnel

- Provide a detailed description of the firm's **specific** project management team, 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 / Point of Contact that shall be authorized and responsible to act on behalf of the Vendor 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: Price Scoring

- The Proposer with the lowest Price Proposal will be awarded the maximum score as listed in the scoring criteria section. All other proposals will be scored according to the following formula: (Lowest Price Proposal/ Proposer's Price Proposal) x Maximum points. Score For example, the maximum score available for price is 25. If the lowest proposed Price Proposal is \$150,000.00 that Proposer will receive the full 25 points. Another Proposer with a Price Proposal of \$160,000.00 will receive points calculated as follows: $\$ 150,000.00 / \$160,000.00 = .9375 * 25 = 23.44$ points

TAB 6: Local Vendor Preference

- If applicable, provide documentation supporting your firm's physical business address located within the boundaries of Lee County, Florida; having at least two (2) fulltime employees in Lee County; and a Local Business Tax Receipt issued by Lee County at least one year prior to solicitation opening.
 - All qualified local vendors will be awarded five (5) points out of a possible one hundred (100) point score.

TAB 7: Required Forms

- Forms 1- 6

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	15
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	15
3	PLAN OF APPROACH (TAB 3)	25
4	PERSONNEL (TAB 4)	20
5	PRICING (TAB 5)	20
6	LOCAL VENDOR PREFERENCE (TAB 6)	5
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 3, 2024	N/A
Pre-Proposal Meeting	Wednesday, May 15, 2024	9:00 AM *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Wednesday, June 5, 2024	Prior to 2:30 PM
First Committee Meeting Short list discussion	TBD	TBD
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	TBD	TBD
Board Meeting	N/A	N/A
Additional notes on Submission Schedule: <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**

RFP240197KLB – Medical Examiner Office Janitorial Services

These forms are required as indicated below and all required forms should be submitted with all submissions. 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	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	If Applicable	
6	Public Entity Crime Form	Required	
*	Proposal Label	Required	
*	Inclusion of any licenses of certifications requested.	If Applicable	

It is the Proposer’s responsibility to review the submittal request in its entirety and ensure that all submittal requirements are included within you submission package.

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.

***** *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: 6/5/2024

SOLICITATION IDENTIFICATION: RFP240197KLB

SOLICITATION NAME: Medical Examiner Office Janitorial Services

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)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature

(Affix Corporate Seal, if applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

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
 FEI/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

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03/2018

03/2018

Form 1a – Bid/Proposal Form



**PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM**

COMPANY NAME: _____

SOLICITATION: RFP240197KLB – Medical Examiner Office Janitorial Services

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. It is the Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within this document. In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail, and the corrected extension(s) and total(s) will be considered the price.

The County will only accept pricing proposals submitted on proposal forms provided by the County. Pricing proposals submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

The amounts provided below are considered estimates only. The estimates provided are for evaluation purposes only. The County does not guarantee any number of actual amounts within this contract.

RFP240197KLB – Medical Examiner Office Janitorial Services

Item	Description	Monthly Frequency	Monthly Service Price (inclusive of both standard and unique daily and monthly service)	Total Monthly Cost
A	Medical Examiner’s Office	12		
B	Medical Examiner’s Autopsy Area	12		

PRICE PROPOSAL GRAND TOTAL:

**Quantities are not guaranteed. Final payment will be based on actual quantities.

PROJECT TOTAL:

(Use Words to Write Total)

Form 2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP240197KLB** SOLICITATION NAME: **Medical Examiner Office Janitorial Services**

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, 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 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. <small>Rate from 1 to 10. (10 being highest)</small>		
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
(Print or Type Name)

_____ as identification.
(Type of Identification)

(NOTARY PUBLIC)

My Commission Expires: _____

Sealed Proposal Label

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.:	RFP240197KLB
SOLICITATION TITLE:	Medical Examiner Office Janitorial Services
DATE DUE:	Wednesday, June 5, 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