

**AGREEMENT FOR  
CUSTODIAL SERVICES-LEE COUNTY SPORTS PARKS & STADIUMS**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Clean 17, Inc. dba Jan-Pro Development of South West Florida, a Florida corporation, whose address is 13700 Cypress Terrace Circle, Fort Myers, FL 33907, and whose federal tax identification number is 34-2048077, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase custodial services from the Vendor in connection with "Custodial Services-Lee County Sports Parks & Stadiums" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP230441WCD on July 21, 2023 (the "Solicitation"); and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on September 25, 2023; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 18 of the Scope of Work section of RFP230441WCD, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Additionally, Vendor shall provide such services in compliance with all Federal terms, conditions, provisions, certifications, affidavits, and alike, as set forth in the Exhibit E, Project Funding Package, attached and incorporated herein, which shall be inclusive of the original solicitation with Vendor's executed proposal documents, grant funding provision, and addenda. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. RFP230441WCD, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in part or in whole, for a renewal term 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. The Effective date shall be November 7, 2023.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

## **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

#### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

#### **V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

#### **VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

## **VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

## **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 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; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement 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 in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, 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, [PRRCustodian@leegov.com](mailto:PRRCustodian@leegov.com); <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

**IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

**XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

**XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Vito Papasodero  
 Title: Sales-Customer Representative  
 Address: 13700 Cypress Terr  
Fort Myers, FL 33907  
 Telephone: (239) 482-8800  
 Facsimile: (239) 482-8880  
 Email: Vito.papasodero@jan-pro.com

County's Representative

Name: Mary Tucker  
 Title: Procurement Management Director  
 Address: P.O. Box 398  
Fort Myers, FL 33902  
 Telephone: (239) 533-8881  
 Facsimile: (239) 485-8383  
 Email: mtucker@leegov.com

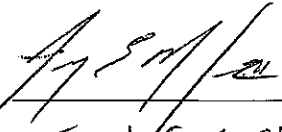
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- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  - 1. Agreement
  - 2. County's Purchase Order
  - 3. Solicitation RFP230441WCD
  - 4. Vendor's Submittal in Response to the Solicitation


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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By:   
Print Name: Joseph E MacShane

**Clean 17, Inc. dba Jan-Pro Development of Southwest Florida**

Signed By:   
Print Name: Vito Papasodoro  
Title: Sales - Customer Rep  
Date: 10/16/2023

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
CHAIR

DATE: \_\_\_\_\_

ATTEST:  
CLERK OF THE CIRCUIT COURT

BY: \_\_\_\_\_  
DEPUTY CLERK

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: \_\_\_\_\_  
OFFICE OF THE COUNTY ATTORNEY

# EXHIBIT A SCOPE OF WORK

## SCOPE OF WORK

### 1. GENERAL SCOPE OF SERVICES

- 1.1. Lee County seeks to contract with qualified and experienced Vendors to provide ongoing Custodial Services that include, but are not limited to spot pressure washing, trash collection, and bathrooms cleaning for Lee County Sports Complex, JetBlue Park, Player Development Complex and Terry Park on an as needed basis. 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. Vendors shall provide on call personnel that can respond to the requested department within 1 hour relating to unscheduled events that are located at the listed parks.

### 2. GENERAL PROVISIONS

- 2.1. The County working with the Vendor shall establish mutually agreeable times for the cleaning of the restrooms and events facilities. Vendor shall have adequate staffing three (3) hours prior to any event. Post clean-up shall have adequate staffing and start within one (1) hour after the event, unless instructed by County personnel or designated event organizer.

### 3. GENERAL WORK REQUIREMENTS

- 3.1. Vendor shall provide the following services and complete the tasks as described herein:
  - 3.1.1. Vendor shall utilize the Cleaning Task Checklist "Attachment A" for task performance.
  - 3.1.2. A minimum of two employees must be present at the facility three hours prior to event.
  - 3.1.3. Floor cleaning (Dust & mop, wet mop/wash floors; clean/sweep and wet mop hallways & entrances; and clean carpets as needed and required).
  - 3.1.4. Servicing of restrooms, which includes cleaning toilets, urinals, wash and clean sinks/basins and all affixed plumbing fixtures, counters, re-supplying toilet paper and soap dispensers, cleaning mirrors & soap dispensers, dusting any ledges, empty and place a new liner in trash receptacles, clean and sanitize baby changing tables/area, spot clean and sanitize containers, empty out feminine & sanitary waste baskets, clean stall partitions and doors, clean all hand dryers and wipe tiles underneath.
  - 3.1.5. Servicing of locker rooms, changing rooms, and showers/areas, which include floors, on an as-needed basis, depending on events.
  - 3.1.6. Trash management, including emptying all trash and recycle containers, and insert new liners as appropriate.
  - 3.1.7. Servicing of concession rooms/area, which includes removal of trash (empty and discarded cardboard boxes etc.), clean floors, wipe down and clean counters, clean or spot clean and sanitize trash containers as needed or required, and damp wipe walls if needed.
  - 3.1.8. Clean bowl and press areas, including floors of debris and all foreign matter (gum, candy, spectator's trash, liquid spills, etc...) from all bleachers, seats, and surrounding areas, empty and place new liners in trash and or recycling receptacles, clean or spot clean and sanitize trash containers as needed or required.
  - 3.1.9. High and low dusting, including the elimination of all spider webs, including roll-up doors (inside & outside), windows, around lights, elevators, etc...
  - 3.1.10. Clean walls, light switches, light fixtures, light lenses.
  - 3.1.11. Refill soap, toilet tissue, paper towels, liners, sanitary napkin liners, sanitary napkins, etc...
  - 3.1.12. Vendor shall be required to complete and turn-in checklists as directed by County personnel at conclusion or termination (same day, i.e. weather event) of each event's janitorial service.
  - 3.1.13. Vendor shall separate recyclable items from trash when cleaning grounds, bowl and seating areas and dispose of the items in the proper recycle containers.
  - 3.1.14. The cleaning of bodily fluids (i.e. vomit, excrement, etc.) shall be completed in a safe manner utilizing personal protection equipment precautions in accordance with OSHA Standard 1910.1030.

Note: Vendor shall ensure cautionary wet floors signs are utilized at all times when areas are damp/wet as required.

**4. WORKMANSHIP**

4.1. The County representative shall determine the satisfaction and acceptability of materials used, equipment, and work performed, the manner of performance and the rate of progress of the work.

**5. QUALITY STANDARDS**

5.1. In general, the achievement of the desired standards as outlined herein will result in an almost complete absence of visible soil. In order to maintain the facilities in this condition, Vendor shall immediately remove any visible soil which is found as a result of his/her inspection. For purposes of definition, absence of visible soil shall be as follows:

- 5.1.1. Absence of litter and trash on floor and horizontal surfaces of equipment.
- 5.1.2. Absence of dust, marks/scuffmarks, spots, foreign matter, or spillage on floors.
- 5.1.3. Absence of encrustation, soil and wax buildup on floors, particularly in corners, along edges and baseboards, around door jambs, and around bleachers and chairs and bases.
- 5.1.4. Absence of soil, scale, stains, excrement or residue on toilet room fixtures, in or around wash basins/sinks and plumbing, baby changing station, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, toilets, urinals, ledges and drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures and appurtenances, where required.
- 5.1.5. Absence of soil, litter, dust, and encrustations in wastebaskets, trash containers, and sanitary napkin waste containers. Wastebaskets and trash containers to be spot cleaned or washed as needed.
- 5.1.6. Absence of marks, spots, stains, cob webs and streaks on interior and exterior entrance doors, lobby, windows, glass surfaces, and all partition glass.
- 5.1.7. Absence of marks, spots, stains and streaks on walls, light switches, light fixtures, light lenses, and furniture.
- 5.1.8. Absence of trash in an around the bowl, stadium, dugouts, locker rooms, concession room, restrooms, and all other locations mentioned herein. Trash shall be collected and removed to designated areas.
- 5.1.9. Absence of debris from all bleacher and or seats, including any gum, food items, soil, bodily fluids or other foreign matter.
- 5.1.10. Absence of marks/scuff marks, dust, spots, or spillage from hallways, including floors.
- 5.1.11. Absence of spider webs.
- 5.1.12. The use of required/mandatory safety equipment, including cautionary wet floor signs, where areas are damp/ wet as required.

**6. PENALTIES**

6.1. The County or its designee is given the authority, pursuant to this agreement, to deduct from the Vendor's invoice a percentage not to exceed twenty-five percent (25%) charged for the workmanship which does not meet the quality standards required under this Agreement. The individual making the deduction shall document and provide to the Vendor, upon request, the reasons for the deduction from the monthly invoice.

**7. UNIFORMS AND SECURITY**

7.1. Vendor shall supply and pay for distinctive, clean, neat appearing uniforms for their employees and require them to be worn while working on County premises. Uniforms shall consist of approved uniform slacks and shirts for

cleaning personnel. Supervisors shall wear slacks and appropriate shirts. All shirts shall have company name and logo on them.

- 7.2. Each employee shall wear a photo identification tag with other necessary information, provided by and paid for by Vendor.
- 7.3. Vendor shall be responsible for acting in accordance with security guidelines, during entering, exiting, and cleaning.
- 7.4. Where necessary, janitorial keys/access cards will be issued to the Vendor and a fee will be charged to the Vendor for the loss of any keys/access cards or the cost of changing of locks as the result of any loss of keys. The sole decision, regarding changing the locks, rests with the County Representative.

**8. SUPERVISION AND SAFETY**

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

**9. DAMAGE TO COUNTY PROPERTY**

- 9.1. Damage or theft of County property directly caused by the Vendor during the custodial operations shall be assumed by the Vendor. A written report of items missing and cause of damage must be submitted to the County Representative within 24 hours of occurrence. Vendor shall pay for the cost of polygraph tests required by Lee County.

**10. LAWS AND TAXES**

- 10.1. The Vendor shall comply with all County, City, State, and Federal Laws, and all applicable county ordinances, and shall indemnify the Owner from all Vendor violations thereof. The Vendor shall further assume and be specifically liable for all State and Federal Payroll or Social Security Taxes, Unemployment Compensation Tax, and for all State and Federal Sales and Use Taxes which may be in force and guarantees to hold the County harmless in every respect for violations by the Vendor of any such laws.
- 10.2. Vendor's employees must comply with the Florida Clean Indoor Air Act Florida Statute 386 by observing no smoking restrictions.
- 10.3. Vendor shall comply with all applicable portions of OSHA 1910.

**11. REPORTING INFORMATION**

- 11.1. The following information must be available, on site for the County:
  - a. A sign-in sheet detailing company, name of personnel doing cleaning, time in and out. This form will be provided by the vendor for its personnel and is to be completed for each date of service and is to remain posted in the custodial closet, if applicable, or the building, for review by the Building Facilities Coordinator

**12. TECHNICAL REQUIREMENTS**

- 12.1. Scheduling (Informational Only)
  - a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned. Crew scheduling is the Vendor's responsibility and should be arranged so as not to interfere with day-to-day business operations. Certain departments observe other holidays in addition to those

listed as being observed by the County (i.e. religious and/or national holidays). Crews are to be scheduled according to all departments' holiday observances.

- b. Cleaning personnel on duty during the day, including Porters, shall be on the premises to clean, recycle and restock all restrooms, except where facility specific instructions applies, specifically stated herein, or directed by individual location's checklist (comprehensive and supplemental). Evening personnel are to be appropriately scheduled by the Vendor to allow as much time as necessary to perform all routine and special cleaning functions. Scheduling for each location is specific and will be addressed herein by individual facility, under premises to be cleaned.

**Note: Schedules are subject to change, at the County's discretion, and may vary from facility to facility**

**13. COMMUNICATION AND LOCAL OFFICE**

- 13.1. To facilitate communication between the Vendor's personnel and the County, the Vendor must provide cell phones or some other form of communication to the on-site supervisors/leads, Porter(s), and on-duty Supervisors/managers.
- 13.2. Because of emergency situations, it may be necessary to contact Vendor personnel after normal work hours. The Vendor shall be required to have a method to answer calls to that office 24 hours per day. Vendor must also provide Lee County with emergency contact phone numbers and personnel.
- 13.3. The County will designate a contact person per facility.  
The Vendor's supervisory personnel will routinely be dealing with designated County personnel, Vendor shall ensure these supervisors are conversant in English. Moreover, any of the Vendor's personnel who have regular interaction with County staff, take direction from County staff, and/or perform their duties in the absence of Vendor's supervisory personnel, shall also be conversant in English.

**14. PERSONNEL REQUIREMENTS**

- 14.1. Due to size of this contract, it is expected that the following personnel listed below, at a minimum, shall be an integral part of this project throughout the term of this contract. Given below are the requirements for those positions.
  - a. Project Coordinator  
Shall be responsible for directing all cleaning staff including day and night crews. Shall be responsible for all personnel working under this contract. Duties would include, but not limited to, crew scheduling, ordering and warehousing product supplies, and to act as liaison between the Facility Manager and building occupants. Shall be responsible to field calls from building occupants when necessary. 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 be able to be contacted 24 hours a day.
  - b. Day Porter  
The Day Porter may be fulltime, Part time, or hourly at the departments' discretion and needs. Porters may be required to do light moving and miscellaneous special cleaning tasks shared as determined by authorized staff or Facility Manager's for individual locations. Light moving will be described as nothing over 45 lbs. and no heavy furniture or equipment such as desks, credenza's, file cabinets, copiers, etc. All materials and equipment necessary for this position will be provided by the Vendor and scheduling for this person will be determined by the Facility Manager, on a case-by-case basis for designated locations.  
Typical Porter assignments shall include, but not limited to: Bathrooms, entranceways, immediate outside surroundings (including parking lots), trash & recycling, light dusting, and some floor work as needed; task typically includes mopping, spill clean-up, bright works, light dusting, wiping down of horizontal & vertical surfaces, etc.). The Porter responsibilities may be identified via a location specific checklist or generic checklist as outlined herein. Porters may be required, at the authorized staff or Facility Manager's discretion, to complete a checklist and sign in and out at each facility.
  - c. Cleaning Crew  
Cleaning crew hours may be varied from facility to facility dependent on elements such as days and hours of operation. It is desired that most cleaning be done at times, so as not to interfere with the normal/daily

business operation. The schedules set forth herein will provide guidance as to the desired hours, but may be subject to change at the Department's discretion; based on their operational needs. The staffing of crews must accomplish all required task as determined per the attached comprehensive checklist, facility individual/supplemental checklists, and otherwise outlined or determined herein; Vendor shall staff the cleaning crew(s) at their discretion. Cleaning crew may be required, at the authorized staff's or Facility Manager's discretion, to complete a checklist and sign in and out at each facility.

d. Special Event Cleaning Crew

If this crew is separate and unique from that of the regular cleaning crew or sub-contractors, crew members shall have a background check on file with the County or sub-contractors will have to be accompanied/escorted by and perform all work in the presence of a vendor supervisory staff. Any and all work that are not routine or of a daily/weekly nature shall be coordinated and scheduled with a minimum of two weeks' notice. Any such notice or event shall be approved by the locations point-of-contact (POC), the Facility Manager, or manager's designee; non-routine work or special work should not be done without the approval of the afore mentioned personnel.

e. Building Activation for Emergency Operations

In emergency situations, it may become necessary to activate certain areas of these building in order to facilitate emergency operations personnel. In those situations, personnel may be occupying some areas 24 hours a day and weekends. If this occurs, it will become necessary for the Vendor to provide custodial service during these periods. Compensation will be provided through the emergency hourly rate. The County's Representative will notify the vendor when this additional service is needed.

15. VENDOR REQUIREMENTS

- 15.1. The Vendor shall have three (3) years of custodial cleaning experience equivalent to this solicitation and must be document on the Vendor's reference forms. Failure to provide this information may deem the Vendor as Non-Responsive and ineligible for award.
- 15.2. The Vendor shall notify the County Representative of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.).
- 15.3. The Vendor shall communicate with the County Representative monthly, for customer service reviews. Communication can be through telephone conversations or meetings that are held at mutually agreeable times, unless a time and date is specifically stated herein.

16. REQUIRED INFORMATION

- 16.1. The following information must be supplied to Lee County prior to the commencement of work under this contract:
  - a. All employee background checks where requested by the County
  - b. Material Safety Data Sheets for chemicals being used
  - c. Sample employee identification badge
  - d. Names and phone numbers of on-site personnel and company representatives
  - e. Sample cleaning personnel sign-in sheet

17. LOCATIONS:

- 17.1. Vendors shall bid on the number of restrooms at each location on as listed on the bid tabulation form.
- 17.2. Vendors shall provide golf carts for each location; golf carts will not be provided by the County.
- 17.3. Lee County will provide the supplies needed at each location for cleaning purposes. Vendor shall notify County staff when supplies are needed.
- 17.4. The following locations have been identified as the locations in this solicitation.

- a. Each location listed below provides the service identifier required for that location (as defined in Section 17 above) and any additional unique service that may not be described or defined within those required service identifiers.

**17.5. LEE COUNTY SPORTS COMPLEX**

Location	14100 Six Mile Cypress Parkway, Ft. Myers, FL33912
Operating Hours	Daily operating hours are 7:00 am to 5:30 PM and cleaning would be preferred for after hours to be ready the next day. As for special events, those hours are all TBD based on the time of the event.
Game Day Staffing Needs	Vendor will supply approximately 14 – 15 employees on game days (schedule will be provided by staff).

**Scheduling:**

- a. Spring training games will require a minimum of two (2) cleaning staff onsite three hours prior to the gates opening (one male and one female) restroom attendant during the game. Cleaning staff will also need to empty trash and recycle containers during the game.
- b. Post game cleaning must start within one (1) hour of game being completed.
- c. The facility Management will schedule accordingly with the events taking place.
- d. The County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- e. Cleaning shall be performed on a seven day per week basis, exclusive of holidays.
- f. All work shall be completed during normal operating hours, unless otherwise instructed/approved by the County Facility Manager. The Vendor will be given a minimum of 48 hours' notice of any schedule change.
- g. Public restrooms are to be cleaned once daily.
- h. Spot pressure washing is needed following all Spring Training Games for post cleanup after all trash and debris has been removed.
- i. Service Identifiers to be performed at this location as listed above:
  - Daily Services
  - Weekly Services
  - Monthly Services
  - Quarterly Services
  - Semiannual Services
  - Unique Services to be provided.
  - Clean and/or polish conference room furniture and meeting room furniture daily.

**17.6. JETBLUE PARK**

Location	11500 Fenway South, Ft. Myers, FL 33913
Operating Hours	Daily operating hours are 7:00am-5:30pm and cleaning would be preferred for after hours to be ready for the next day. As for special events, those hours are all TBD based on the time of the event.
Game Day Staffing Needs	Vendor will supply approximately 14 – 15 employees on game days (schedule will be provided by staff).

**Scheduling**

- a. Spring training games will require a minimum of two (2) cleaning staff onsite three hours prior to the gates opening (one male and one female) restroom attendant during the game. Cleaning staff will also need to empty trash and recycle containers during the game.
- b. Post game cleaning must start within one (1) hour of game being completed.
- c. The facility Management will schedule accordingly with the events taking place.
- d. The County, working with the Vendor may designate the time during which selected areas shall be cleaned.
- e. The contracted services for the cleaning shall occur at night after 5:00 PM., unless otherwise instructed/approved by the County Facility Manager. The Vendor shall be given a minimum of 48 hours' notice of any schedule change.
- f. Spot pressure washing is needed following all Spring Training Games for post cleanup after all trash and debris has been removed.
- g. Service Identifiers to be performed at this location as listed above:
  - Daily Services
  - Weekly Services
  - Monthly Services
  - Quarterly Services
  - Semiannual Services

17.7. PLAYER DEVELOPMENT COMPLEX

Location	4301 Edison Ave., Ft. Myers, FL 33916
Operating Hours	Monday - Sunday 7:00 AM – 5:00 PM

Scheduling

- a. All cleaning dates, times and service identifiers will be scheduled by the Facility Supervisor (cleaning could occur before, during, and after operating hours).
- b. Cleaning supplies will be supplied by the County.
- c. Service Identifiers to be performed at this location as listed above:
  - Daily Services
  - Weekly Services
  - Monthly Services
  - Quarterly Services
  - Semiannual Services

17.8. TERRY PARK

Location	3410 Palm Beach Blvd., Ft. Myers, FL 33916
Operating Hours	Monday through Sunday from 7:00 AM – 5:00 PM

Scheduling

- a. All cleaning dates, times and service identifies will be scheduled by the Supervisor of the Facility (cleaning could occur before, during and after operating hours).
- b. Restrooms at Terry Park will be serviced daily, all other designated areas will be scheduled in accordance with the below schedule.
- c. Service Identifiers to be performed at this location as listed above:
  - Daily Services
  - Weekly Services

- Monthly Services
  - Quarterly Services
  - Semiannual Services
- d. Schedule will be provided on a weekly basis for Terry Park.

**18. PRE-BID SITE VISIT SCHEDULE**

18.1. **The following locations have been identified as the locations in this solicitation and will be visited in order:**

	<b>Building Name</b>	<b>Address</b>
A	Lee County Sports Complex	14100 Six Mile Cypress Parkway, Ft. Myers, FL.33912
B	JetBlue Park	11500 Fenway South, Ft. Myers, FL. 33913
C	Player Development Complex	4301 Edison Ave., Ft. Myers, FL. 33916
D	Terry Park	3410 Palm Beach Blvd., Ft. Myers, FL. 33916

End of Special Conditions



Procurement Management Department  
 2115 Second Street, 1<sup>st</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
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Posted Date: August 10, 2023

Solicitation No.: RFP230441WCD

Solicitation Name: Custodial Services-Lee County Sports Parks & Stadiums

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS
  - a. Attachment A Cleaning Checklist
  - b. Restroom Fixtures
2. QUESTIONS/ANSWERS

1.	<p><b>RE: RFP230441WCD-Bid-Proposal spreadsheet</b>          Please clarify Column B. Base Cost. Is this base cost per day, hour, event, or something else?</p>
Answer	<p>The base cost is the amount that the Vendor is charging for the cleaning services to include employees needed to complete the task. This is an overall cost to the Vendor that will be paid by the County.</p>
2.	<p>Please provide the approx. Square feet (or floor plans of each location) for each row on the spreadsheet (such as Row 155 Front Lobby Area).</p>
Answer	<p>Lee County does not have the square footage for the locations listed in the solicitation. Vendors should bid based on site location a the number of restrooms to be serviced.</p>
3.	<p><b>Restrooms:</b>          Please provide the number of restroom fixtures (i.e., urinals, sinks, toilets, etc.) or drawings/plans for each location.</p>
Answer	<p>See attachments.</p>
4.	<p>Section C. Other Services as needed. Restroom Attendant – Male &amp; Female cost per event.</p> <p>What is the average time per event that Restroom Attendants will need to be present?</p> <p>For example, please confirm the attendant is there, similar to a day porter, for the actual event.</p> <p>Are 3 hours correct for an average event for the attendant's schedule?</p>

Answer	The restroom attendants are hourly. The amount of time each attendant will work is similar to a day porter which is based on the event.
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5.	<b>RFP230441WCD (PDF).</b> Page 16, Item 2. The vendor shall conduct background checks.  While our background checks will meet/exceed your requirements, are there any other requirements to badge through your system in addition to our own?
Answer	The requirements that are listed on Page 16, Item 2 are the only requirements that the vendor is expected to provide to the County. Also, the vendor is responsible for the background requirements listed on Item 6 "Proposer Requirements listed on page 4 of the solicitation documents.

6.	Page 20, Item 3.1.1 Please provide Cleaning Task Checklist "Attachment A."
Answer	See attachment.

7.	<b>General Questions</b> Who is the incumbent service provider?
Answer	Jan Pro is the incumbent service provided for the current contract.

8.	Do you have an approved budget in mind, or what are you currently paying for the incumbent?
Answer	Lee County Parks and Recreations has factored this solicitation into their budget. The current contract and pricing can be found at the below link. <a href="https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5324&amp;fn=Project2019-07-01T08%2035%2009.xml">https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5324&amp;fn=Project2019-07-01T08 35 09.xml</a>

9.	Do you have any pain points we should address that are currently a consistent issue? (such as high dusting, missed a spot, etc.).
Answer	The solicitation outlines the work to be done, if there are any additional cleaning that is needed, the sponsoring department will coordinate this cleaning with the Vendor.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

*Willie Dennard*

Willie Dennard  
Procurement Analyst Direct Line: 239-533-8831  
Lee County Procurement Management

**ATTACHMENT A**

FACILITY/LOCATION:		DATE:						
	EVENT AREA AND ROOM TASKS	M	TU	W	TH	F	SA	SU
1.	Clean basins and counters with detergent/ disinfectant. (as applicable)							
2.	Spot clean walls, light switches and doors. (as applicable)							
3.	Clean trash and debris from all seating areas. Remove any gum or other foreign matter (as applicable). Damp wipe/wash, if needed.							
4.	Empty and place a new liner in trash, sanitary napkin waste containers, and recycle bin receptacles, spot clean and sanitize containers (as needed or applicable).							
5.	Clean & sanitize drinking fountains.							
6.	Wash all door glass and adjacent panels (interior & exterior).							
7.	Damp/Wet mop floors using detergent/disinfectant.							
8.	Vacuum or sweep carpets & floors (as required/applicable)							
9.	Remove all cobwebs (as applicable)							
10.	Report any maintenance issues to the County Representative.							
FACILITY/LOCATION:		DATE:						
	RESTROOM(S) AND ROOMS	M	TU	W	TH	F	SA	SU
1.	Clean basins and counters with detergent/disinfectant. Clean and shine all plumbing/bright work.							
2.	Clean and wipe down all mirrors, soap dispensers.							
3.	Clean, urinals, sinks/basins, counters, baby changing stations using detergent/disinfectant, and toilets with bowl cleaner.							
4.	Clean under and around, sink/basins, urinals, and toilets.							
5.	Clean/Damp wipe walls, light switches, light fixtures, light lenses, stall partitions, doors and all ledges.							
6.	Sweep, Damp/Wet mop, and sanitize floors using detergent/disinfectant.							
7.	Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkins and liners, etc. (Only anti-bacterial or anti-microbial soap will be acceptable)							
8.	Dust all surfaces, High and low, to include spider web removal							
9.	Sweep entrances to restroom, and remove cobwebs from framework and roll-up doors (inside and outside)							
10.	Empty, clean, and sanitize all trash, recycle, and sanitary waste containers and replace insert/liners as appropriate							
11.	Clean, mop, and sanitize floor							
12.	Report any maintenance issues to the County Representative.							

**RFP230441WCD - Custodial Services-Lee County Sports Parks & Stadiums**

**Addendum 1 - Restroom Fixtures**

**Lee County Sports Complex**

<b>Stadium Concourse</b>	<b>Stadium Press Box</b>	<b>Softball Bathrooms</b>	<b>Stadium 3rd Floor 1st Base</b>
<i>Mens Restroom</i>	<i>Mens Restroom</i>	<i>Mens Restroom</i>	<i>Mens Restroom</i>
Sinks 10	Sinks 2	Sinks 3	Sinks 3
Urinals 42	Toilets 1	Stalls 4	Stall 1
Stalls 10	<i>Womens Restroom</i>	<i>Womens Restroom</i>	Urinal 2
<i>Womens Restroom</i>	<b>Sky Deck</b>	Sinks 3	<i>Womens Restroom</i>
Sinks 30	<i>Mens Restroom</i>	Stalls 4	Sinks 4
Stalls 78	Sink 1	<b>Minor League Tower</b>	Stalls 4
<b>Stadium Handicap</b>	Toilet 1	<i>Mens Restroom</i>	<b>Stadium 4th Floor 1st Base</b>
<i>Mens Restroom</i>	<i>Womens Restroom</i>	Sinks 3	<i>Mens Restroom</i>
Sinks 2	Sink 1	Stalls 1	Sinks 1
Toilets 2	Toilet 1	Urinals 2	Toilet 1
<i>Womens Restroom</i>	<b>Concourse 1st Base</b>	<i>Womens Restroom</i>	<i>Womens Restroom</i>
Sinks 2	<i>Mens Restroom</i>	Sinks 3	Sinks 1
Toilets 2	Sinks 4	Stalls 3	Toilet 1
<b>Center Field/Family</b>	Stalls 2	<b>Adademy Restrooms</b>	<b>Maintenance Building</b>
<i>Mens Restroom</i>	Urinals 2	<i>Mens Restroom</i>	Sinks 2
Sinks 5	<i>Womens Restroom</i>	Sinks 1	Toilets 2
Stalls 2	Sinks 4	Toilet 1	
Urinals 7	Stalls 4	<i>Womens Restroom</i>	
<i>Womens Restroom</i>	<b>First Aid Restroom</b>	Sinks 1	
Sinks 5	Sinks 1	Toilet 1	
Stalls 7	Toilets 1	<b>3rd Base Terrace</b>	
<i>Family Restroom</i>	<b>1st &amp; 3rd Base Handicap</b>	<i>Mens Restroom</i>	<b>Total Fixtures</b> 306
Sink 1	Sinks 2	Sinks 3	
Toilet 1	Toilets 2	Urinals 4	
<b>First Aid Room</b>	<b>Press Dining</b>	Toilets 1	
Sink 1	Sink 1	<i>Womens Restroom</i>	
Toilet 1	Toilet 1	Sinks 3	
		Stalls 4	



**Player Development Center**

**Section B Restrooms/Showers-Maintenance Building**

<b>Break Room</b>		<b>Coach Locker Room</b>	
Toilet	1	Toilets	2
Sink	1	Sinks	3
Shower	1	Urinals	4
<i>Shop</i>		Showers	15
Toilet	1		
Sink	1		
<b>Outdoor Restrooms</b>			
<b>Baseball Fields</b>			
<i>Mens</i>			
Toilet	3		
Urinals	3		
Sinks	3		
<i>Womens</i>			
Toilet	4		
Sinks	3		
<b>Clubhouse Building</b>			
<b>Office Area</b>			
<i>Mens</i>			
Toilet	1		
Urinals	1		
Sink	1		
<i>Womens</i>			
Toilet	1		
Sink	1		
<i>Umpire Room</i>			
Toilet	1		
Sinks	2		
Urinals	2		
Showers	3		
		<b>Total Fixtures</b>	<b>58</b>

**Section B Restrooms/Showers**

***Club House 1 (North-Home)***

Toilets	4
Sinks	7
Showers	15
Urinals	5

***Club House 2 (South-Visitors)***

Toilets	1
Sinks	2
Showers	7

***Outdoor Restroom Complex***

***Mens***

Toilets	3
Urinals	5
Sinks	

***Womens***

Toilets	12
Sinks	5

***Family***

Toilets	1
Sinks	1
Urinals	1

**Terry Park**

***Administration Building***

***Family***

Toilet	1
Sink	1

***Annex Building***

***Family***

Toilet	1
Sink	1
Shower	1

***Extension Building***

***Mens-Front of Building***

Toilets	2
Urinals	1
Sinks	2

***Mens-Rear of Building***

Toilet	1
Urinals	1
Sink	1

***Office Area***

***Womens-Front of Building***

Toilets	3
Sinks	2

***Womens-Rear of Building***

Toilets	2
Sinks	1

**Total Fixtures**                      90



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Posted Date: August 17, 2023

Solicitation No.: RFP230441WCD

Solicitation Name: Custodial Services-Lee County Sprots Parks & Stadiums

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS
  - a. Red Sox 2022 Spring Training Schedule
  - b. Sample Completed RFP Solicitation
2. QUESTIONS/ANSWERS

1.	On page 17 (Section 5.2), are you referring to an emergency situation where the vendor may need to purchase consumables? Please clarify...																								
Answer	Vendors will not have to purchase consumables.																								
2.	If the restroom attendants are hourly, how many hours are they typically needed per game day?																								
Answer	Hours will vary as baseball games do not have a set time. They are required to be onsite 3 hours before gates open and games typically take 3-4 hours but could be longer.																								
3.	In addition to baseball games, what other type of events are held at the stadiums? How many events take place per month?																								
Answer	Lee County host various events throughout the year, ceremonies, concerts, etc. They are not very often but we do host them on occasion.																								
4.	On the cost proposal form, does the "Quantity" refer to the number of required staff or the number of games? For example, Pre-game cleaning has a Quantity of 17. Please clarify...																								
Answer	Example – Quantity of 17 for Pre-game is the number of games. Example 2. Quantity of 4,5,4 under section B Restrooms is the number of restrooms.																								
5.	In order to provide a Cost Per Game Rate, can you provide the length of time that will be allotted for cleaning staff to complete tasks?																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Section A. Spring Training Game</th> <th style="text-align: center;">Cost Per Game</th> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Price</th> </tr> </thead> <tbody> <tr> <td>Pre-Game Cleaning</td> <td></td> <td style="text-align: center;">17</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td>Post- Game Trash/Debris removal / Cleaning</td> <td></td> <td style="text-align: center;">17</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td>Restroom Attendants (male &amp; female all locations) during game</td> <td></td> <td style="text-align: center;">17</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td>Trash Attendants &amp; Emergency Cleanup during game</td> <td></td> <td style="text-align: center;">17</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td>Post-game Restroom Cleaning</td> <td></td> <td style="text-align: center;">17</td> <td style="text-align: center;">\$0.00</td> </tr> </tbody> </table>		Section A. Spring Training Game	Cost Per Game	Quantity	Price	Pre-Game Cleaning		17	\$0.00	Post- Game Trash/Debris removal / Cleaning		17	\$0.00	Restroom Attendants (male & female all locations) during game		17	\$0.00	Trash Attendants & Emergency Cleanup during game		17	\$0.00	Post-game Restroom Cleaning		17	\$0.00
Section A. Spring Training Game	Cost Per Game	Quantity	Price																						
Pre-Game Cleaning		17	\$0.00																						
Post- Game Trash/Debris removal / Cleaning		17	\$0.00																						
Restroom Attendants (male & female all locations) during game		17	\$0.00																						
Trash Attendants & Emergency Cleanup during game		17	\$0.00																						
Post-game Restroom Cleaning		17	\$0.00																						
Answer	Everything must be completed by 7am the next morning.																								

6.	On page 23 (Section 14. B), Day Porter is one of the Personnel Requirements, however, the cost proposal has no line item for the Day Porter. Are we to assume that the On-Demand Cleaning Person is referring to the Day Porter?
Answer	Yes, that is correct. The Day Porter will be on demand cleaning at an hourly rate.
7.	Are the hours for the Day Porter the same as the Operating Hours (7:00am-5:30pm)?
Answer	Hours will vary for the Day Porter as it can be at any time for On-demand Cleaning.
8.	For Spring training games, a minimum of 2 cleaning staff are needed onsite three hours prior to gates opening. What time does the gate typically open? What is typically a game end time?
Answer	We do not have a sample of an event as they are all different. As for Spring Training schedule, games are played from middle of February through the end of March and they average 17 games in that timeframe.
9.	Can you provide us with a sample event and Spring Training Schedule?
Answer	See attached Red Sox 2022 schedule
10.	What are the service identifiers to be performed Weekly, Monthly, Quarterly, and Semiannually?
Answer	Please refer to the solicitation section 17 Locations: Everything listed in that section could be performed based on what is asked from the site manager.
11.	What is the anticipated start date under this RFP?
Answer	This RFP will be awarded after the Lee County Board of Commissioner approved the project; the current contract is set to expire on 09/30/23.
12.	If Section A of the Cost Proposal refers to Spring Training Games, What does Section B refer to (other events, daily cleanings, etc.)?
Answer	Section B refers to all of the restrooms located at the facility.
13.	Will storage be provided?
Answer	Lee County will provide all supplies needed for cleaning and there are designated storage areas for cleaning supplies.
14.	Do you have a wage requirement?
Answer	Vendor shall submit their bid in accordance with their wage scale, Lee County will not regulate the vendor's wages.
15.	We understand that it is a requirement of this bid that vendors should provide consumables (toilet papers, trash bags, etc.). Do you have a specific quantity for each? Or can you provide the incumbent's invoices for the consumables for the past 3 months?
Answer	Lee County will provide the cleaning supplies for each location, if the vendor runs out of products and purchase supplies, the vendor will have to provide receipts of the items purchase for reimbursement.
16.	Do we need to attend weekly progress meetings?
Answer	Lee County staff will schedule regular meetings with the Vendor and will set a schedule after award.

17.	Is there a sample of a submitted RFP package or a video with instructions on how to submit a RFP, the layout of the 15 page package with forms and dividers ? Any written or audio instructions that are available for vendors to review as guidelines.
Answer	See attached.

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

***Willie Dennard***

Willie Dennard  
Procurement Analyst Direct Line: 239-533-8831  
Lee County Procurement Management

**EXHIBIT B  
FEE SCHEDULE**

<b>Player Development Center</b>		
<b>Section A. Event Areas</b>	<b>Base Cost</b>	<b>Attendance Level</b>
Baseball Field Stands (5)	\$150.00	50-499
Baseball Field Stands (5)	\$225.00	500-1499
<b>Section B. Restrooms / Showers</b>	<b>Base Cost</b>	<b>Quantity</b>
<b>Maintenance Buidling (as scheduled)</b>		
Break Room	\$15.00	2
Shop	\$15.00	1
<b>Outdoor Restroom Building (as scheduled)</b>		
Baseball Field Area (Mens & Womens)	\$50.00	2
<b>Clubhouse Building (as scheduled)</b>		
Office Area (mens & womens)	\$20.00	2
Umpire Room	\$15.00	1
Coach's Locker Room	\$20.00	1
Player's Locker Room Area	\$25.00	2
<b>Section C. Other Areas / Rooms</b>	<b>Base Cost</b>	<b>Quantity</b>
<b>Clubhouse Building (as scheduled)</b>		
Front Lobby Area	\$10.00	1
West Office Hallway Area	\$20.00	1
East Office Hallway Area	\$20.00	1
East All-Purpose Rooms	\$20.00	2
Interior Training Area	\$20.00	1
Trainer's Offices	\$15.00	1
Trainer's Tub & Spa Room	\$25.00	1
Player's Locker Room	\$80.00	2
Umpire Locker Room	\$80.00	1
Laundry Room	\$10.00	1
Lanai Area	\$15.00	1

## EXHIBIT C INSURANCE REQUIREMENTS

### 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."*

Revised 03/26/2018 - Page 1 of 2



**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.

Revised 03/26/2018 – Page 2 of 2

End of Insurance Guide section

**EXHIBIT D**

**VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor 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.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. 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.

**Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit.** I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 10/16/2023

[Signature]  
Signature

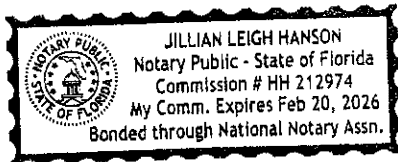
STATE OF Florida  
COUNTY OF Lee

Sales - customer rep  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 16 day of October, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: Florida Driver License  
Type of Identification

[Stamp/seal required]

[Signature]  
Signature, Notary Public



**EXHIBIT E  
PROJECT FUNDING PACKAGE**

EXHIBIT E  
PROJECT FUNDING PACKAGE

Advertise Date: Friday, July 21, 2023



**Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT**

**Request for Proposal (RFP) NON-CCNA**

Solicitation No.: RFP230441WCD  
Solicitation Name: Custodial Services-Lee County Sports Parks & Stadiums  
Open Date/Time: Wednesday, August 23, 2023 Time: 2:30 PM  
Location: Lee County Procurement Management  
2115 Second Street, 1st Floor.  
Fort Myers, FL 33901  
Procurement Contact: Willie Dennard Title Procurement Analyst  
Phone: (239) 533-8831 Email: wdennard@leegov.com  
Requesting Dept. Parks/Recreation & Sports Infrastructure

<b>Pre-Solicitation Meeting:</b> Type: <u>NON-Mandatory</u> Date/Time: <u>8/9/2023 9:00 AM</u> Location: <u>14100 Six Mile Cypress Parkway, Ft. Myers, FL. 33912 (Starting Location)</u>
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All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**FUNDED IN PART OR IN WHOLE BY:  
Federal Emergency Management Agency (FEMA)**

Vendors are required to comply in accordance with  
Federal Grant Requirements, 2 CFR part 200,  
terms, conditions, and specifications.

Advertise Date: Friday, July 21, 2023



Notice to Contractor / Vendor / Proposer(s)

**REQUEST FOR PROPOSAL (RFP)**

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

**RFP230441WCD Custodial Services-Lee County Sports Parks & Stadiums**

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, August 23, 2023**

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.lee.gov/procurement](http://www.lee.gov/procurement). Vendors who obtain scope of services from sources other than [www.lee.gov/procurement](http://www.lee.gov/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.lee.gov/procurement](http://www.lee.gov/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, August 09, 2023 14100 Six Mile Cypress Parkway, Ft. Myers, FL. 33912, 11500 Fenway South Drive, Ft. Myers, FL. 33913, 4301 Edison Ave, Ft. Myers, FL. 33916, & 3410 Palm Beach Blvd., Ft. Myers, FL. 33916 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.

Willie Dennard [wdennard@LeeGov.com](mailto:wdennard@LeeGov.com)

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Brooke".

Adam Brooke, CPPO, CPPB  
Procurement Manager

\*[WWW.LeeGov.Com/Procurement](http://WWW.LeeGov.Com/Procurement) is the County's official posting site

EXHIBIT E  
PROJECT FUNDING PACKAGE  
**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
  - 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
  - 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.

EXHIBIT E  
PROJECT FUNDING PACKAGE

- 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.

EXHIBIT E  
PROJECT FUNDING PACKAGE

- 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.
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.com/procurement](http://www.lee.gov.com/procurement). It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.
9. **QUALITY GUARANTEE/WARRANTY (as applicable)**
- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warrantied for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. **SUBSTITUTION(S)/APPROVED ALTERNATE(S)**
- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a

EXHIBIT E  
PROJECT FUNDING PACKAGE

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.

EXHIBIT E  
PROJECT FUNDING PACKAGE

15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.
- 15.2. Should your proposal be found in violation of the above stated provisions, the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the proposal from consideration for this project.
- 15.3. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been cancelled. If it is determined that improper communications were conducted, the Proposer maybe declared non-responsible.

17. ANTITRUST VIOLATION

- 17.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

18. DRUG FREE WORKPLACE

- 18.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

19. FLORIDA CERTIFIED ENTERPRISES

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

20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1. The proposer agrees to comply, in accordance with, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.