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- 30.6.3. Any proposer who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 30.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
- 30.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 30.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;
 - 30.6.4.3. Contractor has engaged in business operations in Cuba or Syria;
 - 30.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.
31. WAIVER OF CLAIMS
- 31.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.
32. LEE COUNTY PAYMENT PROCEDURES
- 32.1. All vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.
- 32.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 32.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)
- 33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
34. DEBRIS DISPOSAL (if applicable)
- 34.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
35. SHIPPING (if applicable)
- 35.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 35.2. The materials and/or services delivered under the proposal shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
36. LOCAL VENDOR PREFERENCE

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- 36.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06, and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
 - 36.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
 - 36.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.
37. INSURANCE (AS APPLICABLE)
- 37.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.
 - 37.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

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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."*

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Verification of Coverage:

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

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

Special Requirements:

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

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End of Insurance Guide section

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SPECIAL CONDITIONS

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

1. TWO STEP RFP PROCESS – BASIS OF AWARD

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

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

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

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

1.1.3.1. Failure to separate the Step Two Documents (Pricing) will deem your submission as non-responsive.

1.1.4. The basis of award shall be determined by the lowest Project Total per location of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

1.1.4.1. Bidders may submit on one, some or all locations, however the Vendor must bid on all line items per the location they are submitting a bid.

2. BACKGROUND CHECKS

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

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

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

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

2.4. The Vendor must ensure that all persons have a responsibility to self-report to the Vendor within three (3) calendar days any arrest for any disqualifying offense. The Vendor must notify the County within twenty-four (24) hours of all details concerning any reported arrest.

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- 2.5. Upon the request of the County, the Vendor shall re-screen or perform background checks on any of its employees, agents, representatives, and subcontractors performing the required services for the County during the entire term of the agreement.
- 2.6. The Vendor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all its employees, agents, representatives, and subcontractors hired during the term of the Contract for the services specified.

3. EXAMINATION OF SITE AND OTHER RELATIVE MATERIAL

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

4. PRICING

- 4.1. Each facility's proposed cost shall be submitted in a SEPARATE SEALED ENVELOPE. Pricing will not be assigned points or used to evaluate Vendor qualifications.
 - 4.1.1. The Vendor shall provide all labor, equipment, and tools necessary to satisfactorily complete the services under this Agreement. Cleaning equipment and tools for the purposes of this Agreement include such items as mops, brooms, buckets, spray bottles, power tools, pressure washers, squeegees, etc.
 - 4.1.2. The County will not be responsible or liable for any equipment left on site, theft, vandalism or equivalent.

5. METHOD OF PAYMENT & INVOICING

- 5.1. The accepted price for the services, consumables and special projects shall be paid to the Vendor monthly, after receipt of an invoice from the Vendor at the end of the month in which services were provided. Invoices are to be itemized by building and monthly amounts.
 - 5.1.1. Monthly amounts shall be inclusive of the services performed for the daily, weekly, and monthly identifiers as well as the unique service identifiers (of daily, weekly, and monthly) per location.
 - 5.1.2. Quarterly service identifiers and quarterly unique services shall be grouped together, as well as semiannual identifiers and unique services.
- 5.2. Invoicing for the used consumables shall be invoiced separately to the county per location, monthly and accompanied by a paid receipt from the Vendor's distributor.
 - 5.2.1. Invoices shall not be paid to the Vendor until services are rendered and accepted.

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6. DEFAULTS BY VENDOR

6.1. The Vendor may be declared in default and may be terminated by Lee County Procurement Director in accordance with the Agreement for any one of the following reasons:

- 6.1.1. Failure of the Vendor to maintain satisfactory performance level.
- 6.1.2. Failure of the Vendor to start within the time stated in the County notice to proceed, written authorization, purchase order or equivalent.
- 6.1.3. Failure of the Vendor to pay employees and/or suppliers for work performed and/or materials and supplies used under this contract.
- 6.1.4. Insolvency of Vendor.

7. ANCILLARY INFORMATION

7.1. The County reserves the right to, at any time over the term of this contract, negotiate cost for additional services such as, but not limited to:

- Cost per square foot, per day to add dusting and vacuuming of office areas (if over the interval(s) outlined/required herein)
- Hourly rate per person for emergency work
- Hourly rate per person for Porter services
- Yearly cost/deduction to add or delete a Crew Supervisor
- Yearly cost/deduction to add or delete a Chief Supervisor
- Yearly cost/deduction to add or delete a Project Coordinator

8. PRICE ESCALATION/DE-ESCALATION

8.1. Rates may increase annually to a maximum of 4% or per the CPI Index, whichever is less. The CPI Index to be utilized shall be the CPI-All Urban Consumers, Series ID CUUR0000SA0, Not Seasonally Adjusted (NSA); https://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths. The month applicable shall be the third month prior to renewal or anniversary of contract and the year applicable shall be the current year in which the request is being made. The request to increase rates must be made in writing to the Lee County Procurement Management Department and supported by detailed justification which warrants the requested increase. The vendor shall submit its written request at least (60) calendar days prior to the renewal date / anniversary of the agreement in order for a request to be considered by the County. The County shall review the vendor's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase. Failure by the vendor to request an increase in rates in accordance with these terms shall result in the continuation of the rates contained in the agreement until the next scheduled rate increase request date. If the request is not made within the timeframe specified above, an increase for that year will be forfeited.

9. ASSIGNMENT OF CONTRACT

- 9.1. The day-to-day cleaning shall not be sub-contracted for this contract. Only special cleaning tasks may be sub-contracted. The County reserves the right to approve of any and all sub-contractors, and or sub contracted items/tasks.
- 9.2. The Vendor or any sub-contractor that performs any cleaning task under this project must be properly licensed and background checked to perform the type of work. Lee County reserves the right to request the Vendor and or sub-contractor have adequate insurance coverage for the particular task and hold Lee County harmless.

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10. PROJECT FUNDING NOTICE

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

10.2. The Purchase Order will list any alternate funding sources should they apply.

11. LOCAL VENDOR PREFERENCE EXCLUSION

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

12. FEMA REIMBURSEMENT

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

End of Special Conditions

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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.

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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

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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

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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

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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.

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- 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, FL.33912
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

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- 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

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- 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:

	<u>Building Name</u>	<u>Address</u>
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

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

1. FEDERAL FUNDING

- 1.1 When property or services are procured using funds derived from a Federal grant or Agreement whether direct to the County or "pass-through" from another entity, the County is required to and will follow the Federal procurement standards in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Part 200, Sections 200.317 through 200.327.
- 1.2 CONTRACTOR, further referred to as CONSULTANT/CONTRACTOR/VENDOR within this section, shall work with the County under this Agreement to assure that it will comply with the following statutes and regulations to the extent applicable:
- (1) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix II
 - (2) The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
 - (3) Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
 - (4) 31 CFR Part 25 Rules and Procedures for Funds Transfers

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

2. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

3. MAINTENANCE OF RECORDS/ACCESS TO RECORDS

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

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granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT/CONTRACTOR/VENDOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

4. DHS SEAL, LOGO, AND FLAGS

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

5. LOCAL VENDOR PREFERENCE EXCLUSION:

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

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

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

7. NO OBLIGATION BY THE FEDERAL GOVERNMENT

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

8. FRAUD and FALSE OR FRAUDULENT OR RELATED ACTS

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

9. SUBCONTRACTS

- 9.1. The selected firm must require compliance with all federal requirements of all sub-CONSULTANT/CONTRACTOR/VENDORS performing work for Prime

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CONSULTANT/CONTRACTOR/VENDOR under this Agreement, by including these federal requirements in all contracts with sub-CONSULTANT/CONTRACTOR/VENDORS.

10. CONFLICT OF INTEREST

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

11. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

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

12. ENERGY POLICY AND CONSERVATION ACT

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

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

- 13.1. CONSULTANT/CONTRACTOR/VENDOR must take all necessary steps identified in 2 C.F.R. 321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- 13.1.1 Place qualified small and minority businesses and women's business enterprises on solicitation lists.
- 13.1.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 13.1.3 Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 13.1.4 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

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- 13.1.5 Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 13.1.6 Requiring the prime CONSULTANT/CONTRACTOR/VENDOR, if subcontracts are to be let, to take the five previous affirmative steps.

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

- 14.1. As appropriate and to the greatest extent consistent with law, state and non-state entities should, to the greatest extent practicable under its GRANT AGENCY award, provide a preference for the purchase of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. 2 C.F.R. § 200.322 also provides specific definitions for "Produced in the United States" and "manufactured products" that states should review.

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

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

16. TERMINATION FOR CAUSE AND/OR CONVENIENCE

- 16.1. The County, by written notice to the CONSULTANT/CONTRACTOR/VENDOR, may terminate this Agreement with or without cause (for convenience), in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination, the CONSULTANT/CONTRACTOR/VENDOR will not incur any new obligations for the terminated portion of the Agreement after the CONSULTANT/CONTRACTOR/VENDOR has received notification of termination.
- 16.2. If the Agreement is terminated before performance is completed, the CONSULTANT/CONTRACTOR/VENDOR shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the CONSULTANT/CONTRACTOR/VENDOR.

17. SUSPENSION AND DEBARMENT

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

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(defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §180.935).

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

18. RECOVERED MATERIALS

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

19. REMEDIES

- 19.1. In the event the CONSULTANT/CONTRACTOR/VENDOR fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the CONSULTANT/CONTRACTOR/VENDOR and upon the CONSULTANT/CONTRACTOR/VENDOR's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:
 - 19.1.1. Withhold or suspend payment of all or any part of a request for payment.
 - 19.1.2. Require that the CONSULTANT/CONTRACTOR/VENDOR refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
 - 19.1.3. Exercise any corrective or remedial actions, to include but not be limited to:
 - 19.1.4. Requesting additional information from the CONSULTANT/CONTRACTOR/VENDOR to determine the reasons for or the extent of non-compliance or lack of performance;
 - 19.1.5. Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - 19.1.6. Advising the CONSULTANT/CONTRACTOR/VENDOR to suspend, discontinue or refrain from incurring costs for any activities in question; or

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19.1.7. Requiring the CONSULTANT/CONTRACTOR/VENDOR to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

20. OTHER REMEDIES AND RIGHTS

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

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

- 21.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 21.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 21.3. Withholding for unpaid wages and liquidated damages. The State of Florida Division of Emergency Management shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 21.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

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22. CLEAN AIR ACT

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

23. FEDERAL WATER POLLUTION CONTROL ACT

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

24. BYRD ANTI-LOBBYING AMENDMENT

- 24.1. CONSULTANT/CONTRACTOR/VENDORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. CHANGES

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

26. COPYRIGHT AND DATA RIGHTS

- 26.1. CONSULTANT/CONTRACTOR/VENDOR grant to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT/CONTRACTOR/VENDOR will identify such data and grant to the County or

EXHIBIT E
PROJECT FUNDING PACKAGE

acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT/CONTRACTOR/VENDOR will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

EXHIBIT E
PROJECT FUNDING PACKAGE
SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. **SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

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

COVER PAGE: Introduction

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

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

TAB 1: Qualifications of Firm

- > Provide a description of your firm, your firm's experience, and underlying philosophy in providing the services as described and requested herein. Description should include details such as: abilities, capacity, skill, strengths, number of years, location of office(s), as well as MBE, WBE, DBE, VBE or similar status, and recent, current, and/or projected workload, etc...
- > Please list any Certifications your company holds, i.e.: JJCSA Master Certification (IMC), Green Cleaning Company Certification (GCC), Chemical Hazards Certification (CHC), etc.
 - a. Ensure the description of your Company provides clarity that your Company has the capacity and experience to service areas, clients, and/or facilities of large areas such as those being requested through this solicitation.

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TAB 2: Company Relevant Experience & Reference

- Provide details of a maximum of three (3) projects similar in scope and size to that being requested through this solicitation that your firm has completed recently. Details for each project example provided should include:
 - Project Name
 - Project Address
 - Customer Name
 - Customer Contact Information
 - Point of contact Name, Phone, and Email
 - Brief description of work provided.
 - Initial costs of work
 - Final costs of work
 - Number of change orders
 - Total completion time (From Notice to Proceed to Final Invoice payment)

- Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Firm Plan of Approach

- Provide a detailed Plan of Approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation.
 - Include in your Plan of Approach details to how your Company would address any complaints or dissatisfaction notices received by the County. Details are encouraged to include any quality control process or policies currently in place or utilized by your Company.

TAB 4: Personnel

- Provide a detailed description of the firm's specific project management team, inclusive of sub-Consultants anticipated to be utilized, that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to the Project Approach and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.

- Firm must identify staff member that will serve as Project Director that shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed.

- Provide details of staffing capabilities that include, but should not be limited to:
 - Number of full-time employees that are currently employed directly by your Company.
 - Number of part-time employees that are currently employed directly by your Company.
 - Number of employees that are sub-contracted by your Company.

- Provide a statement acknowledging your firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.

- If a vendor is awarded both stadium sites, they must have adequate staff to complete the cleaning at each site on the same day. Vendor must have a minimum of 14-15 staff members per stadium at each Spring Training game.

EXHIBIT E
PROJECT FUNDING PACKAGE

- Provide resumes, licensure, and certifications of proposed specific project management team, inclusive of sub-Consultants anticipated to be utilized, to be assigned to the Lee County contract.
**Resumes are not included within page restrictions, but should be limited to one (1) page per person. **
**Firms are encouraged to submit valid copies of MBE, WBE, DBE, VBE or similar certifications for adequate committee consideration."*

TAB 5: Pricing

- Pricing Quotations shall be submitted in a **SEPARATE SEALED ENVELOPE**. Pricing will not be assigned points or used to evaluate Vendor qualifications. After the evaluation process a maximum of the top five scored Vendors will move on to have their cost proposals opened.
- The cost proposals will be evaluated in sections and awarded to the lowest most responsive responsible bidder per section. However, Lee County reserves the right, at its discretion, to limit the number of Sections awarded to any single Vendor. The intent of this is to ensure the Vendors are able to adequately maintain the Sections they are awarded. The County will also take into consideration the current workload of the Vendor.
- The County intends to award to the offer(s) that demonstrates the best overall value to the County and the most substantiated ability to fulfill the requirements contained in the Request for Proposal.
- Lee County reserves the right to limit the number of sections awarded per Vendor.

TAB 6: Required Forms

- Forms 1- 11

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	QUALIFICATIONS OF COMPANY (TAB 1)	25
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	25
3	PLAN OF APPROACH (TAB 3)	20
4	PERSONNEL (TAB 4)	30
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Friday, July 21, 2023	N/A
Pre-Proposal Meeting	Wednesday, August 9, 2023	9:00 AM
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Wednesday, August 23, 2023	Prior to 2:30 PM

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First Committee Meeting Short list discussion	Tuesday, September 12, 2023	TBD
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	Tuesday, September 12, 2023	TBD
Board Meeting	TBD	9:30 AM
<p>Additional notes on Submission Schedule:</p> <ul style="list-style-type: none"> • <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> • <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> <p><i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.</i></p>		

End of Section

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PROJECT FUNDING PACKAGE

LEE COUNTY DOCUMENT MANAGEMENT FORM
For
RFP230441WCD Custodial Services-Lee County Parks & Stadiums

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

FORM #	TITLE / DESCRIPTION	REQUIRED STATUS (Required, Not Required, if Applicable)	VENDOR CHECK-OFF
1	Solicitation Response Form	Required	
1a	Proposal Form	Required	
N/A	Business Relationship Disclosure Requirement	If Applicable	
2	Affidavit Certification Immigration Laws	Required	
3	Reference Survey	Required	
4	Negligence or Breach of Contract Disclosure Form	Required	
5	Affidavit Principal Place of Business	Required	
6	Sub-Contractor List	If Applicable	
7	Public Entity Crime Form	Required	
GRANT FUND – REQUIRED DOCUMENTS			
8	Certification Regarding Lobbying	Required	
9	Certification of Lobbying Activities	Required	
10	Immigration Law Affidavit Certification (E-Verify) <small>(Provide evidence of E-Verify account)</small>	Required	
11	Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion <small>CONSULTANT shall ensure that any SUB-CONSULTANTS added following award of this project shall receive approval by the COUNTY authorized representative and shall complete this form and submit to COUNTY.</small>	Required	
*	Proposal Label	Required	
*	Inclusion of any licenses of certifications requested.	If Applicable	

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

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FORMS DESCRIPTION & INSTRUCTIONS
REQUEST FOR PROPOSAL (NON-CCNA)

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

<u>Form #</u>	<u>Title/Description</u>
1	<p><i>Solicitation Response Form</i></p> <p>All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from http://www.sunbiz.org as certification of this required information. Sample attached for your reference.</p> <p>Verify that all addenda and tax identification number have been provided.</p>
1a	<p><i>Proposal Form</i></p> <p>This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County</p>
*	<p><i>Business Relationship Disclosure Requirement (if Applicable)</i></p> <p>Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by § 112.313(12)(b), F.S.) to be completed and returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.</p> <p>NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.</p>
2	<p><i>Affidavit Certification Immigration Laws</i></p> <p>Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.</p>
3	<p><i>Reference Surveys</i></p> <p>Provide this form to reference respondents. This form will be turned in with the proposal package.</p> <ol style="list-style-type: none">1. Section 1: Bidder/Proposer to complete with <u>reference respondent's</u> information prior to providing to them for their response. (This is not the Bidder/Proposer's information.)2. Section 2: Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.3. The <u>reference respondent</u> should complete "Section 3."4. Section 4: The reference respondent to print and sign name5. Three (3) Reference responses are to be returned with the proposal package.6. Failure to obtain reference surveys may make your company non-responsive.
4	<p><i>Negligence or Breach of Contract Disclosure Form</i></p> <p>The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed</p>

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in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.
If you have no litigation, enter "None" in the first "type of incident" block of the form. Please do not write N/A on this form.

- 5 *Affidavit Principal Place of Business*
Certifies proposer's location information.
- 6 *Sub-Contractor/Consultant List (if applicable)*
To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.
- 7 *Public Entity Crimes Form (Required form)*
Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.
- 8 *Certification Regarding Lobbying (Required)*
To be completed and returned by Vendor with submittal. Certifies that no Federal appropriated funds have been paid or will be paid by the Vendor any person for influencing or attempting to influence the awarding of a contract.
- 9 *Disclosure of Lobbying Activities (if applicable)*
To be completed and returned by the Vendor with submittal if applicable. Provides disclosure of lobbying activities.
- 10 *Immigration Law Affidavit Certification (E-Verify) (Required)*
To be completed and returned by the Vendor with submittal. Certifies that the Vendor is fully compliant with all immigration laws, comply with and provide proof of enrollment in E-Verify program.
- 11 *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Required)*
To be completed and returned by the Vendor with submittal. Certifies that the Vendor is not presently debarred, suspended, and ineligible or voluntary excluded from participating in this contract.
- * *Proposal Label (Required)*
Self-explanatory. Please affix to the outside of the sealed submission documents.
- * *Include any licenses or certifications requested*
Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

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

EXHIBIT E
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Form 1 - Solicitation Response Form



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: 08/22/2023 Deadline Date: 8/23/2023
SOLICITATION IDENTIFICATION: RFP223441WCD
SOLICITATION NAME: Custodial Services-Lee County Sports Parks & Stadiums
COMPANY NAME: Zaharaly Cleaners Inc.
NAME & TITLE: (TYPED OR PRINTED) Martha Rojas Rivera / Owner
BUSINESS ADDRESS: (PHYSICAL) 5351 Great Oak Dr. Site 1, Lakeland FL 33811
CORPORATE OR MAILING ADDRESS: _____
 SAME AS PHYSICAL _____
ADDRESS MUST MATCH
SUNBIZ.ORG 5351 Great Oak Dr. Site 1, Lakeland FL 33811
E-MAIL ADDRESS: zaharaly@hotmail.com
PHONE NUMBER: 863-205-3425 FAX NUMBER: 863-499-0083

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

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

No. 1 Dated: 08/10/2023 No. _____ Dated: _____ No. _____ Dated: _____
No. 2 Dated: 08/17/2023 No. _____ Dated: _____ No. _____ Dated: _____

Tax Payer Identification Number: 46-1232163

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

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

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

- 1 Collusion Statement:** Lee County, Florida The undersigned, as Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.
- 2 Scrutinized Companies Certification:**
Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§.
As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

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Form#1 - Solicitation Form, Page 2

- 3 **Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) Business Relationship NOT Applicable

- 4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Yes No
Proposer? If yes, please attach a current certificate.

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

Zaharaly Cleaners Inc.
Company Name (Name printed or typed)

Martha Rojas Rivera
Authorized Representative Name (printed or typed)

Owner
Authorized Representative Title (printed or typed)


Authorized Representative's Signature



(Affix Corporate Seal, if applicable)

Jeanette Ortiz
Witness/Attested by: (Witness/Secretary name and title printed or


Witness/Secretary Signature

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

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 655555
FEIN Number 811111111
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address Verify either Principal or Mailing address is on Form 1

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

Mailing Address

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

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA 99999
Name Changed: 12/14/2008
Address Changed: 12/14/2008

Officer/Director Detail

Name & Address

Title P
President, First
555 AVENUE
Anytown, USA 99999

Title V
President, Second
665 AVENUE
Anytown, USA 99999

Sample Only

IMPORTANT:
FOR CORPORATIONS: ALL documents must be signed by the president of the company or an authorized individual; for any individual other than the president, we will need one of the following to confirm their authority to sign:
1. a corporate resolution by the Board of Directors; or
2. an extract of minutes of an extract of Vote by the Board of Directors
If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).
With respect to an LLC, the authority to bind a limited liability company is controlled by Florida Statute. Managers or Managing members have inherent authority to bind an LLC.
If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us via company letterhead with the President's or manager's/managing member's original, wet signature.

101-937316

Form 1a – Solicitation Form


 PROCUREMENT MANAGEMENT DEPARTMENT <u>BID/ PRICE PROPOSAL FORM</u>	
COMPANY NAME:	Zaharaly Cleaners Inc.
SOLICITATION:	RFP230441WCD – Custodial Services-Lee County Sports Parks & Stadiums
<p>This page serves as a header/placeholder only. Please refer to the Excel document provided with the solicitation for the complete schedule. The Excel document contains formulas for convenience; however, it is the Proposer's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel documents(s).</p> <p>REMINDER: In the event there is a discrepancy between the total proposed amount, or the extended amounts and the unit prices proposed, the unit prices will prevail, and the corrected sum will be considered the quoted price.</p> <p>The County will only accept proposals submitted on the proposal form provided by the County. Proposals submitted on other forms, other than those provided by the County, will deem Proposer as non-responsive and ineligible for award.</p> <p>Proposers may not adjust or modify data provided within the Bid/Proposal Form. Proposals received with modified data may deem the Proposer as non-responsive and ineligible for award.</p> <p>PLEASE ENSURE you have provided a printed copy of the Bid/Proposal Form with your hard copy submission packages and provided the excel version with your digital submission package.</p> <p><u>PRICING</u></p> <ul style="list-style-type: none">The Bid/Proposal Form shall be submitted in a <u>SEPARATE SEALED ENVELOPE</u>. Pricing will not be assigned points or used to evaluate Vendor qualifications. After the evaluation process a maximum of the top scored Vendors will move on to have their cost proposals opened.	

EXHIBIT E
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Form 2 - Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP230441WCD
SOLICITATION NAME: Custodial Services-Lee County Sports Parks & Stadiums

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

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

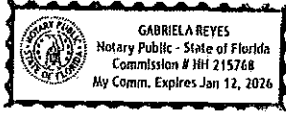
BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT,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

Company Name: Zaharaly Cleaners Inc.
Signature: [Signature] Title: _____ Date: 08/17/2023

STATE OF FL
COUNTY OF Polk

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 17 day of August, 2023, by Martha Rojas Rivera who has produced FL ID # 22216540725410 as identification. (Type of Identification and Number)

[Signature]
Notary Public Signature
Gabriela Reyes
Printed Name of Notary Public



HH215768 / Jan 12, 2026
Notary Commission Number/Expiration

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

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 3 Reference Survey

Lee County Procurement Management
Reference Survey

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

Project Name & Number: Custodial Services-Lee County Sports Parks & Stadiums RFP-230441WCD

Section 1		Please return completed form to:	
FROM:	Gabriel Larzabal	Bidder/Proposer:	
COMPANY:	MaintenX International	Due Date:	
PHONE #:	813-564-3030	Total # Pages:	1
FAX #:		Phone #:	Fax #:
EMAIL:	GLarzabal@MaintenX.com	Bidder/Proposer E-Mail:	
Section 2			
Proposer Name:	Zaharaly Cleaners Inc.	Project Address:	2002 North Howard Ave. Tampa FL 33607
Reference Project Name:	Cleaning Services For North And South	Project Cost:	\$252,105.52
Summary of Scope:			
ZCSI provides janitorial services for several buildings on north and south sides of florida, totalling over a million SQ. F.			
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.			
Section 3			Indicate "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?			yes
2. Were any problems encountered with the company's work performance?			no
3. Were any change orders or contract amendments issued, other than owner initiated?			NO
4. Was the job completed on time?			YES
5. Was the job completed within budget?			YES
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)			10
7. If the opportunity were to present itself, would you rehire this company?			yes
8. Please provide any additional comments pertinent to this company and the work performed for you:			

Section 4 Please submit non-Lee County employees as references
Gabriel Larzabal

Reference Name (Print Name)

Reference Signature

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 3 Reference Survey

Lee County Procurement Management
Reference Survey

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

Project Name & Number: Custodial Services-Lee County Sports Parks & Stadiums RFP-230441WCD

Section 1		Please return completed form to:	
FROM:	Khachi Alboyadjian	Bidder/Proposer:	
COMPANY:	City Wide	Due Date:	
PHONE #:	813-439-0959	Total # Pages:	1
FAX #:		Phone #:	Fax #:
EMAIL:	kalboyadjian@gcitywide.com	Bidder/Proposer E-Mail:	
Section 2			
Proposer Name:	Zaharaly Cleaners Inc.		
Reference Project Name:	Project Address:	Project Cost:	
Janitorial Services And Floor Care	8950 9th N, Street St. Petersburg FL 33702	\$682,310.52	per year
Summary Scope:			
ZCI provides janitorial services for all schools in Pinellas County and including strip and wax / carpet extractions, totaling over 800 SQ. F.			
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.			
Section 3			Indicate "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?			Yes
2. Were any problems encountered with the company's work performance?			No
3. Were any change orders or contract amendments issued, other than owner initiated?			No
4. Was the job completed on time?			Yes
5. Was the job completed within budget?			Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10, (10 being highest)			10
7. If the opportunity were to present itself, would you rehire this company?			Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:			

Section 4 Please submit non-Lee County employees as references
 Khachi Alboyadjian
 Reference Name (Print Name)
 Khachi Alboyadjian
 Reference Signature

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 3 Reference Survey

Lee County Procurement Management
Reference Survey

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

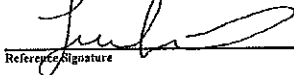
Project Name & Number: Custodial Services-Lee County Sports Parks & Stadiums RFP-230441WCD

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:	Leo Nieves	Bidder/Proposer:		Due Date:	
COMPANY:	Navigator Academy Davenport	Total # Pages:	1	Phone #:	Fax #:
PHONE #:	386-383-6258	Bidder/Proposer E-Mail:			
FAX #:					
EMAIL:	leo.nieves@navigatoracademy.com				
Section 2		Enter Bidder/Proposer Information, if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Proposer Name:	Zaharaly Cleaners Inc.				
Reference Project Name:	Janitorial Services	Project Address:	495 Holly Hill Rd Davenport FL 33837	Project Cost:	\$386,256.86 per year
Summarize Scope:	cleaning offices, cafeteria, bathrooms, floor work strip and wax and carpet cleaning				
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					Yes
2. Were any problems encountered with the company's work performance?					No
3. Were any change orders or contract amendments issued, other than owner initiated?					No
4. Was the job completed on time?					Yes
5. Was the job completed within budget?					Yes
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					10
7. If the opportunity were to present itself, would you rehire this company?					Yes
8. Please provide any additional comments pertinent to this company and the work performed for you:					

Section 4 Please submit non-Lee County employees as references

Leo Nieves

Reference Name (Print Name)



Reference Signature

Form 4 -Negligence or Breach of Contract Disclosure Form

REVISED 02/22/2017



**ALLEGED NEGLIGENCE OR BREACH OF CONTRACT
DISCLOSURE FORM**

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

Company Name: Zaharaly Cleaners Inc.

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity- acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>
No							

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

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

Page Number: _____ Of _____ Total pages

EXHIBIT E
PROJECT FUNDING PACKAGE

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 5 - Affidavit Principal Place of Business



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Instructions: Please complete all information that is applicable to your firm

Company Name: Zaharaly Cleaners Inc.

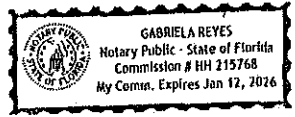
Martha Rojas Rivera Owner
Printed name of authorized signer Title

[Signature] 08/17/2023
Authorized Signature Date

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

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 17 day of August 2023, by Martha Rojas Rivera who has produced FLDL 2226540-70-541 as identification.
(Type of Identification and Number)

Notary:
State of FL
County of Polk



[Signature]
Notary Public Signature

HH215768 / Jan 12, 2026
Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: Lee County
Non-Local
- Local Business Tax License # 148458
2. Address of Principal Place of Business: 5351-1 Great Oak Drive
Lakeland FL 33811
3. Number of years at this location 1 years
4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years Yes* No years
*If yes, attach contractual history for past 3 consecutive years
5. Number of available employees for this contract _____
6. Does your company have a Drug Free Workplace Policy Yes No

Form 6-Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total
No					

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a valid phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

EXHIBIT E
PROJECT FUNDING PACKAGE

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 7: Public Entity Crime Form
Page 1 of 2

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

1. This sworn statement is submitted to Zaharaly Cleaners Inc.
(Print name of the public entity)
- by Martha Rojas Rivera / Owner
(Print individual's name and title)
- for Zaharaly Cleaners Inc.
(Print name of entity submitting sworn statement)
- whose business address is 5351 Great Oak Dr. Site 1, Lakeland FL 33811
- (If applicable) its Federal Employer Identification Number (FEIN) is 46-1232163

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

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

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 7 cont. - Public Entity Crime Form
Page 2 of 2

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

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

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

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

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

[Signature]
(Signature)

08/17/2023
(Date)

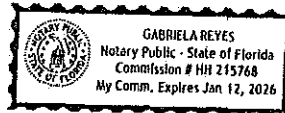
STATE OF FL
COUNTY OF Dolk

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 17 day of August 2023 by Martha Rojas Rivera who has produced FLDL (Print or Type Name)

R20654072541D as identification.
(Type of Identification and Number)

[Signature]
(NOTARY PUBLIC)

My Commission Expires: Jan 12, 2026



Form 8: Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

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

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

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

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



Signature of Contractor/Consultant's Authorized Official

Martha Rojas Rivera / Owner

Name & Title of Contractor/Consultant's Authorized Official

08/21/2023

Date

EXHIBIT E
PROJECT FUNDING PACKAGE

Form 9: Disclosure of Lobbying Activities

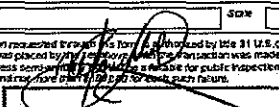
DISCLOSURE OF LOBBYING ACTIVITIES		
Complete this form to disclose lobbying activities pursuant to 21 U.S.C.1352		Approved by OMB 4040-0013
1. * Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee * Name: <u>Zaharaly Cleaners Inc.</u> * Street 1: <u>5351 Great Oak Dr. Site 1</u> Street 2: _____ * City: <u>Lakeland</u> State: <u>Florida</u> ZIP: <u>33811</u> Congressional District, if known: _____		
6. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: _____		
6. * Federal Department/Agency: _____		7. * Federal Program Name/Description: _____ <small>CFDA Number, if applicable:</small> _____
8. Federal Action Number, if known: _____		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Registrant: Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ ZIP: _____		
b. Individual Performing Services (including address if different from No. 10a) Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ ZIP: _____		
11. Information requested through this form is authorized by title 21 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the Congress and the action was made or entered into. This disclosure is required pursuant to 21 U.S.C. 1352. This information will be reported to the Congress and made available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and may be fined under title 18 U.S.C. for such failure.		
* Signature:  * Name: Prefix: _____ * First Name: <u>Martha</u> Middle Name: _____ * Last Name: <u>Rojas Rivera</u> Suffix: _____ Title: <u>Owner</u> Telephone No.: <u>863-206-3426</u> Date: _____		
Federal Use Only		Authorized for Local Reproduction Standard Form - 424 (Rev. 7-87)

EXHIBIT E
PROJECT FUNDING PACKAGE

Form # 10: Immigration Law Affidavit Certification (E-Verify)

Attachment: Immigration Law Affidavit Certification

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

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

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

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

Company Name Zaharaly Cleaners Inc.
Print Name Martha Rojas Rivera Title Owner
Signature [Signature] Date 08/17/2023

State of FL

County of Polk

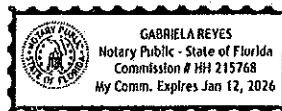
The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 17 day of August, 2023 by

Martha Rojas Rivera who has produced FL DL R2210549705410 as identification.
(Print or Type Name) (Type of Identification and Number)

[Signature]
Notary Public Signature

Gabriela Reyes
Printed Name of Notary Public

HH215768 / Jan 12, 2026
Notary Commission Number/Expiration



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

EXHIBIT E
PROJECT FUNDING PACKAGE

Form # 11: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

CONSULTANT/CONTRACTOR/VENDOR Covered Transactions

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

CONSULTANT/CONTRACTOR/VENDOR

By: N/A
Signature

Name and Title

Street Address

City, State, Zip

Date