

RFP230441WCD
Custodial Services-Lee County Sports Parks & Stadiums
Clean 17,Inc. dba Jan-Pro Development of Southwest Florida

E1 Contract # _____

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

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

WITNESSETH

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

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

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

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

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

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

I. PRODUCTS AND SERVICES

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

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in part or in whole, for a renewal term not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County, as deemed in its best interest. The Effective date shall be November 7, 2023.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

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

IV. METHOD OF PAYMENT

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

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

VII. VENDOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE VENDOR

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

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

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

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

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

XIII. DISPUTE RESOLUTION

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

XIV. STOP WORK ORDER

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

1. Cancel the stop work order; or

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

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

XV. MISCELLANEOUS

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

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

Vendor's Representative

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

County's Representative

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

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

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

WITNESS:

Signed By: *[Signature]*
Print Name: Joseph E MacShane

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

Signed By: *[Signature]*
Print Name: Vito Papasodero
Title: Sales - Customer Rep
Date: 10/16/2023

LEE COUNTY

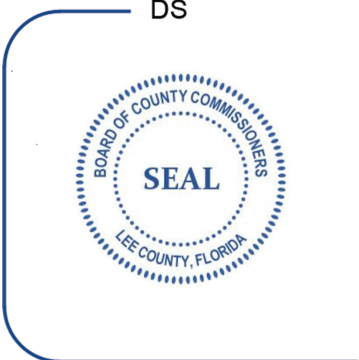
BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

DocuSigned by: *[Signature]*
BY: C95488F9BF0F428...
CHAIR

DATE: 11/13/2023 | 12:28 PM EST

ATTEST:
CLERK OF THE CIRCUIT COURT

DocuSigned by: *Melissa Butler*
BY: B72C163D219C464...
DEPUTY CLERK



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

DocuSigned by: *Amanda L. Swindle*
BY: EC9B5A5584DD473...
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF WORK

SCOPE OF WORK

1. GENERAL SCOPE OF SERVICES

- 1.1. Lee County seeks to contract with qualified and experienced Vendors to provide ongoing Custodial Services that include, but are not limited to spot pressure washing, trash collection, and bathrooms cleaning for Lee County Sports Complex, JetBlue Park, Player Development Complex and Terry Park on an as needed basis. The work shall include but is not limited to: Providing all labor, supervision, transportation, tools, equipment, and chemicals for the execution of Custodial Services in accordance with the requirements in this solicitation.
- 1.2. Vendors shall provide on call personnel that can respond to the requested department within 1 hour relating to unscheduled events that are located at the listed parks.

2. GENERAL PROVISIONS

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

3. GENERAL WORK REQUIREMENTS

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

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

4. WORKMANSHIP

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

5. QUALITY STANDARDS

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

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

6. PENALTIES

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

7. UNIFORMS AND SECURITY

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

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

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

8. SUPERVISION AND SAFETY

- 8.1. The Vendor shall be responsible for the supervision and direction of the work performed by their employees and shall at all times make sure that there is a minimum of one active/present on duty supervisor/manager readily available and accessible during work/services hours or provide crew leader(s) on the premises to carry out the responsibility. The supervisor/manager or crew leader(s) shall have the authority to act as agent for the Vendor in his/her absence and shall be fully qualified to implement the contract specifications.
- 8.2. The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on County premises.

9. DAMAGE TO COUNTY PROPERTY

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

10. LAWS AND TAXES

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

11. REPORTING INFORMATION

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

12. TECHNICAL REQUIREMENTS

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

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

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

13. COMMUNICATION AND LOCAL OFFICE

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

14. PERSONNEL REQUIREMENTS

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

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

- d. Special Event Cleaning Crew
If this crew is separate and unique from that of the regular cleaning crew or sub-contractors, crew members shall have a background check on file with the County or sub-contractors will have to be accompanied/escorted by and perform all work in the presence of a vendor supervisory staff. Any and all work that are not routine or of a daily/weekly nature shall be coordinated and scheduled with a minimum of two weeks' notice. Any such notice or event shall be approved by the locations point-of-contact (POC), the Facility Manager, or manager's designee; non-routine work or special work should not be done without the approval of the afore mentioned personnel.
- e. Building Activation for Emergency Operations
In emergency situations, it may become necessary to activate certain areas of these building in order to facilitate emergency operations personnel. In those situations, personnel may be occupying some areas 24 hours a day and weekends. If this occurs, it will become necessary for the Vendor to provide custodial service during these periods. Compensation will be provided through the emergency hourly rate. The County's Representative will notify the vendor when this additional service is needed.

15. VENDOR REQUIREMENTS

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

16. REQUIRED INFORMATION

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

17. LOCATIONS:

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

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

17.5. LEE COUNTY SPORTS COMPLEX

| | |
|-------------------------|---|
| Location | 14100 Six Mile Cypress Parkway, Ft. Myers, 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

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

17.7. PLAYER DEVELOPMENT COMPLEX

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

Scheduling

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

17.8. TERRY PARK

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

Scheduling

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

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

18. PRE-BID SITE VISIT SCHEDULE

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

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

End of Special Conditions



Procurement Management Department
 2115 Second Street, 1st Floor
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Posted Date: August 10, 2023

Solicitation No.: RFP230441WCD

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

Subject: Addendum Number 1

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

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

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

| | |
|---------------|---|
| Answer | The restroom attendants are hourly. The amount of time each attendant will work is similar to a day porter which is based on the event. |
|---------------|---|

| | |
|---------------|---|
| 5. | RFP230441WCD (PDF). Page 16, Item 2. The vendor shall conduct background checks. While our background checks will meet/exceed your requirements, are there any other requirements to badge through your system in addition to our own? |
| Answer | The requirements that are listed on Page 16, Item 2 are the only requirements that the vendor is expected to provide to the County. Also, the vendor is responsible for the background requirements listed on Item 6 "Proposer Requirements listed on page 4 of the solicitation documents. |

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

| | |
|---------------|---|
| 7. | General Questions Who is the incumbent service provider? |
| Answer | Jan Pro is the incumbent service provided for the current contract. |

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

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

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

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

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

VER 03-06-19

ATTACHMENT A

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

RFP230441WCD - Custodial Services-Lee County Sports Parks & Stadiums

Addendum 1 - Restroom Fixtures

Lee County Sports Complex

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

Player Development Center

Section B Restrooms/Showers-Maintenance Building

Break Room

| | |
|-------------|---|
| Toilet | 1 |
| Sink | 1 |
| Shower | 1 |
| <i>Shop</i> | |
| Toilet | 1 |
| Sink | 1 |

Coach Locker Room

| | |
|---------|----|
| Toilets | 2 |
| Sinks | 3 |
| Urinals | 4 |
| Showers | 15 |

Outdoor Restrooms

Baseball Fields

Mens

| | |
|---------|---|
| Toilet | 3 |
| Urinals | 3 |
| Sinks | 3 |

Womens

| | |
|--------|---|
| Toilet | 4 |
| Sinks | 3 |

Clubhouse Building

Office Area

Mens

| | |
|---------|---|
| Toilet | 1 |
| Urinals | 1 |
| Sink | 1 |

Womens

| | |
|--------|---|
| Toilet | 1 |
| Sink | 1 |

Umpire Room

| | |
|---------|---|
| Toilet | 1 |
| Sinks | 2 |
| Urinals | 2 |
| Showers | 3 |

Total Fixtures 58

| Section B Restrooms/Showers | | Terry Park | | | |
|--------------------------------------|----|--------------------------------|---|---------------------------------|---|
| Club House 1 (North-Home) | | Administration Building | | | |
| Toilets | 4 | <i>Family</i> | | | |
| Sinks | 7 | Toilet | 1 | | |
| Showers | 15 | Sink | 1 | | |
| Urinals | 5 | Annex Building | | | |
| Club House 2 (South-Visitors) | | <i>Family</i> | | | |
| Toilets | 1 | Toilet | 1 | | |
| Sinks | 2 | Sink | 1 | | |
| Showers | 7 | Shower | 1 | | |
| Outdoor Restroom Complex | | Extension Building | | | |
| Mens | | <i>Office Area</i> | | | |
| Toilets | 3 | Mens-Front of Building | | Womens-Front of Building | |
| Urinals | 5 | Toilets | 2 | Toilets | 3 |
| Sinks | | Urinals | 1 | Sinks | 2 |
| Womens | | Sinks | 2 | Womens-Rear of Building | |
| Toilets | 12 | Mens-Rear of Building | | Toilets | 2 |
| Sinks | 5 | Toilet | 1 | Sinks | 1 |
| Family | | Urinals | 1 | | |
| Toilets | 1 | Sink | 1 | | |
| Sinks | 1 | | | | |
| Urinals | 1 | Total Fixtures | | 90 | |



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Posted Date: August 17, 2023

Solicitation No.: RFP230441WCD

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

Subject: Addendum Number 2

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

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

| | |
|--------|---|
| 1. | On page 17 (Section 5.2), are you referring to an emergency situation where the vendor may need to purchase consumables? Please clarify... |
| Answer | Vendors will not have to purchase consumables. |
| 2. | If the restroom attendants are hourly, how many hours are they typically needed per game day? |
| Answer | Hours will vary as baseball games do not have a set time. They are required to be onsite 3 hours before gates open and games typically take 3-4 hours but could be longer. |
| 3. | In addition to baseball games, what other type of events are held at the stadiums? How many events take place per month? |
| Answer | Lee County host various events throughout the year, ceremonies, concerts, etc. They are not very often but we do host them on occasion. |
| 4. | On the cost proposal form, does the "Quantity" refer to the number of required staff or the number of games? For example, Pre-game cleaning has a Quantity of 17. Please clarify... |
| Answer | Example – Quantity of 17 for Pre-game is the number of games. Example 2. Quantity of 4,5,4 under section B Restrooms is the number of restrooms. |
| 5. | In order to provide a Cost Per Game Rate, can you provide the length of time that will be allotted for cleaning staff to complete tasks? |
| Answer | Everything must be completed by 7am the next morning. |

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

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

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

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

Willie Dennard

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

**EXHIBIT B
FEE SCHEDULE**

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

EXHIBIT C INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Janitorial Bond

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

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

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

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

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

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

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

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

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

Revised 03/26/2018 - Page 1 of 2



Verification of Coverage:

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

a. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **“Additional Insured”** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

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

Revised 03/26/2018 -- Page 2 of 2

End of Insurance Guide section

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

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

Date: 10/16/2023

[Signature]
Signature

STATE OF Florida
COUNTY OF Lee

Sales - customer rep
Name/Title

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

[Stamp/seal required]

[Signature]
Signature, Notary Public



EXHIBIT E PROJECT FUNDING PACKAGE

EXHIBIT E
PROJECT FUNDING PACKAGE

Advertise Date: Friday, July 21, 2023



Lee County Board of County Commissioners DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

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

Pre-Solicitation Meeting:

Type: NON-Mandatory

Date/Time: 8/9/2023 9:00 AM

Location: 14100 Six Mile Cypress Parkway, Ft. Myers, FL. 33912 (Starting Location)

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

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

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

EXHIBIT E
PROJECT FUNDING PACKAGE

Advertise Date: Friday, July 21, 2023



Notice to Contractor / Vendor / Proposer(s)

REQUEST FOR PROPOSAL (RFP)

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

RFP230441WCD Custodial Services-Lee County Sports Parks & Stadiums

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

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

2:30 PM Wednesday, August 23, 2023

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

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

A Non-Mandatory Pre-proposal Conference has been scheduled for the following time and location:
9:00 AM Wednesday, August 09, 2023 14100 Six Mile Cypress Parkway, Ft. Myers, FL. 33912, 11500 Fenway South Drive, Ft. Myers, FL. 33913, 4301 Edison Ave, Ft. Myers, FL. 33916, & 3410 Palm Beach Blvd., Ft. Myers, FL. 33916 for the purpose of discussing the proposed project. Prospective proposers are encouraged to attend. All prospective proposers are encouraged to obtain and review plans, specifications, and scope of work for this proposal before the pre-proposal so that they may be prepared to discuss any question or concerns they have concerning this project. A site visit may follow the pre-proposal conference. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address list below or faxed to (239) 485 8383 during normal working hours.

Willie Dennard wdennard@LeeGov.com

Sincerely,

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

Adam Brooke, CPPO, CPPB
Procurement Manager

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

EXHIBIT E
PROJECT FUNDING PACKAGE
Terms and Conditions
Request for Proposal

1. DEFINITIONS

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

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Lee County Procurement Management Ordinance 22-06
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 22-06
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.
 - 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.

EXHIBIT E
PROJECT FUNDING PACKAGE

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

EXHIBIT E
PROJECT FUNDING PACKAGE

- 6.2. **Past Performance:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) Poor or unacceptable past performance may result in proposer disqualification.
7. **PRE-SOLICITATION CONFERENCE**
- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-proposal conference, if applicable.
- 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered non-responsive.
8. **COUNTY INTERPRETATION/ADDENDUMS**
- 8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.
- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.
9. **QUALITY GUARANTEE/WARRANTY (as applicable)**
- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.
10. **SUBSTITUTION(S)/APPROVED ALTERNATE(S)**
- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a

EXHIBIT E
PROJECT FUNDING PACKAGE

substitution in the specifications, the bidder shall furnish to the County, no later than ten (10) business days prior to the solicitation opening date, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an Approved Alternate to the prescribed specifications.

- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An Approved Alternate product or service may be used.
11. ADDITIONS, REVISIONS AND DELETIONS
- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.
12. NEGOTIATED ITEMS
- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.
13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)
- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.
14. CONFIDENTIALITY
- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will not be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
- 14.3. Lee County will not reveal engineering estimates or budget amounts for a project unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

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PROJECT FUNDING PACKAGE

15. CONFLICT OF INTEREST

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

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

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

17. ANITRUST VIOLATION

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

18. DRUG FREE WORKPLACE

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

19. FLORIDA CERTIFIED ENTERPRISES

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

20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

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

EXHIBIT E
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- 20.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 20.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 20.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.
21. SUB-PROPOSER/CONSULTANT
- 21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.
22. RFP - PROJECT GUIDELINES
- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
- 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
- 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
- 22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
- 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
- 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
- 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.
23. RFP – EVALUATION
- 23.1. **Ranking Method:** Lee County uses the Dense Ranking (1223" ranking). In Dense Ranking, items that compare equal, receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A is ranked number 1("first"), B is ranked number 2 ("joint second"), C is also ranked number 2 ("joint second") and D is ranked number 3 ("third").
- 23.2. **Evaluation Meeting(s):**
- 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 23.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers' rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.

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23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov.com/procurement (Projects, Award Pending.)

24. RFP – SELECTION PROCEDURE

- 24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 24.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 24.4. The Procurement Management Director reserves the right to exercise their discretion to:
 - 24.4.1. Make award(s) to one or multiple proposers.
 - 24.4.2. Waive minor informalities in any response;
 - 24.4.3. Reject any and all proposals with or without cause;
 - 24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

25. RFP – TIEBREAKER

- 25.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
 - 25.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
 - 25.1.2. Step 2: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.
- 26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
- 26.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

27. WITHDRAWAL OF PROPOSAL

- 27.1. No proposal may be withdrawn for a period of 180 calendar days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
 - 27.3.1. The proposer acted in good faith in submitting the proposal,

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- 27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
- 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
- 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

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

29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

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

30. CONTRACT ADMINISTRATION

- 30.1. Designated Contact:
 - 30.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
 - 30.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 30.2. RFP – Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)
 - 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
 - 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
 - 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 30.3. RFP – Basis of Award:

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- 30.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.
- 30.4. **Agreement/Contract:**
- 30.4.1. The awarded proposer will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 30.5. **Records:**
- 30.5.1. **Retention:** The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 30.5.2. **Right to Audit/Disclosure:** These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 30.5.2.1. Keep and maintain public records required by the County to perform the service.
- 30.5.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided or as otherwise provided by law.
- 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 30.5.3. **Public Record: IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**
- 30.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.
- 30.6. **Termination:**
- 30.6.1. Any agreement as a result of this solicitation may be terminated by either party giving thirty (30) calendar days' advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
- 30.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.

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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

EXHIBIT E
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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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PROJECT FUNDING PACKAGE
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:

| | Building Name | Address |
|---|----------------------------|---|
| 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

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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.

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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.

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- 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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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 or 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 your 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 name 5. Three (3) Reference responses are to be returned with the proposal package. 6. Failure to obtain reference surveys may make your company non-responsive. |
| 4 | <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
PROJECT FUNDING PACKAGE

Sealed Proposal Label

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

| | |
|---|---|
| PROPOSAL DOCUMENTS • DO NOT OPEN | |
| SOLICITATION NO.: | RFP230441WCD |
| SOLICITATION TITLE: | Custodial Services-Lee County Sports Parks & Stadiums |
| DATE DUE: | Wednesday, August 23, 2023 |
| TIME DUE: | Prior to: 2:30 PM |
| SUBMITTED BY: | (Name of Company) |
| e-mail address | |
| DELIVER TO: | Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901 |
| <i>Note: proposals received after the time and date above will not be accepted.</i> | |



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

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

PLEASE PRINT CLEARLY

EXHIBIT E
PROJECT FUNDING PACKAGE



**CUSTODIAL SERVICES
LEE COUNTY SPORTS PARKS & STADIUMS**

SOLICITATION NO: RFP230441WCD

JAN-PRO DEVELOPMENT OF SOUTHWEST FLORIDA

13700 CYPRESS TERRACE CIRCLE FT. MYERS, FL 33907

DBA CLEAN17 INC

Vito Papasodero

Sales & Customer Representative

o 239.482.8800

Vito.papasodero@jan-pro.com



EXHIBIT E
PROJECT FUNDING PACKAGE

JAN-PRO.COM

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Cleaning and disinfecting services provided by independently owned and operated Jan-Pro Cleaning & Disinfecting franchisees.

EXHIBIT E
PROJECT FUNDING PACKAGE



Tab 1 Qualifications

The JAN-PRO Cleaning brand culture is built on trust, reliability, and excellence in cleaning. JAN-PRO Cleaning offers customized commercial cleaning plans and dedicated support from local offices. JAN-PRO Cleaning standards require owners to complete extensive certification on brand standards, the latest technologies, branded programs, and the latest cleaning techniques. As an industry leader in commercial cleaning, JAN-PRO has designed and perfected cleaning processes, services, products, equipment, and technologies for over 30 years. JAN-PRO Cleaning has held its #1 position in Commercial Cleaning for 15 straight years by Entrepreneur's "Franchise 500 Ranking."

Jan-Pro has numerous contracts with many public agencies, some of which are provided as references. We currently work with Lee County, City of Ft. Myers, Collier County, and the City of Cape Coral. These city and county government projects include a variety of building types and specifications. Jan-Pro is fully capable of providing the services needed for this RFP and has a perfect track record currently at all these facilities.



EXHIBIT E
PROJECT FUNDING PACKAGE

JAN-PRO.COM

Lee County Procurement Management,

It is our privilege to submit a formal cleaning proposal for your review today. In situations like this, every vendor wants to showcase their services and JAN-PRO Cleaning & Disinfecting is no exception. What we hope will serve to differentiate our proposal today are the customer benefits that make JAN-PRO Cleaning & Disinfecting a uniquely better cleaning partner for the over 35,000 global clients that are served every day.

- Regular communication with your business owner
- The best value for the best services as required
- The confidence and demonstrated reliability to provide personnel for the needed service at each location

Whether you judge by reputation, franchise owner commitment, the unique cleaning processes themselves or by the written service guarantee, we know you will find JAN-PRO Cleaning & Disinfecting to be a worthy service partner for your organization and look forward to addressing any additional questions you may have.

Yours Sincerely,

Vito Papasodero
Sales & Customer Representative
Vito.Papasodero@Jan-Pro.com
C: (239)789-8330
Jan-Pro Development Of Southwest Florida

Cleaning and disinfecting services provided by independently owned and operated Jan-Pro Cleaning & Disinfecting franchisees.

EXHIBIT E
PROJECT FUNDING PACKAGE

About Us

The Company

JAN-PRO Franchising International, Inc. operates its business in the commercial cleaning franchising industry and licenses its master franchise owners and unit franchisees under the JAN-PRO® trademark. Founded in 1991, JAN-PRO has over 87 master franchise offices in four countries with over 7,000 unit franchisees. Master license expansion plans are ongoing on a national and international level.

JAN-PRO has built a solid reputation as a quality franchise organization within the commercial cleaning industry. The company has been highly ranked in magazines such as Entrepreneur, Income Opportunities, Home Business and Business Start-up, as well as in the Franchise Handbook. JAN-PRO® customers include a number of prestigious accounts, many of which are included in "Who's Who in Business."

JAN-PRO is now the *World's #1 Fastest Growing Franchise* system according to 2008 Entrepreneur Magazine.

JAN-PRO operates under a unique professional system. Unlike conventional cleaning companies where employees work at a job, JAN-PRO® unit franchisees are owner-operators who have a vested interest. That's why our owner-operators want to make sure total customer satisfaction occurs.

We Provide...

- Quality cleaning methods
- Detailed cleaning schedules
- Comprehensive training programs
- Extensive support system
- Quality control systems
- Customer relation services
- Highly skilled personnel

...and these components form a successful commercial cleaning concept that results in a highly motivated workforce to produce long-term customer satisfaction.

The JAN-PRO® Difference

There are a number of problems inherent with conventional cleaning services:

- Lack of management supervision
- No professional quality control procedures by supervisors
- Inconsistent service levels, resulting from high turnover and untrained workers
- No professional management concern for customer satisfaction
- Breakdown in communication for customer service requests

Basically, employees of conventional cleaning services feel they work at a job rather than operate a business.

What's the Answer?

JAN-PRO!

EXHIBIT E
PROJECT FUNDING PACKAGE

Quality, Value, Performance.

At JAN-PRO, we realize the test every cleaning company must pass is whether the value of its service is worth the cost. That is why our goal is to provide the highest quality, most up-to-date, professional cleaning service at the best possible price. JAN-PRO will tailor each cleaning program to meet your individual needs, assuring you better value for your money. At JAN-PRO you pay only for the cleaning services that you want. JAN-PRO® owner/operators are dedicated to providing consistent, reliable service on an ongoing basis.

Owner/Operators Provide the Highest Level of Excellence

JAN-PRO® franchisees have a vested interest in ensuring every customer need is met in a timely and quality fashion. As owner/operators, so they have a pride of ownership results in an enhanced level of service for customers.

The JAN-PRO Process

What is the definition of "clean"? Ask 100 people and you'll likely get 100 different answers. At JAN-PRO you'll only ever hear one answer:

"It's Only Clean When Our Processes Confirm It's Clean."

Communication

JAN-PRO is available to assist you by telephone response during the normal business hours on all cleaning procedures. Our regional offices' operations staff is poised to administer immediate assistance to customers.

Customer Satisfaction

JAN-PRO offers a professional touch to the cleaning industry by providing you with a well-trained franchise business owner who focuses on customer appreciation, and possesses the attitude, desire and determination to maintain the superior quality of cleaning you require for your company.

Detailed Cleaning Schedules

JAN-PRO will address your specific cleaning requirements by preparing a daily, weekly and monthly cleaning schedule to meet your needs. This eliminates guesswork.

We're Ready When You Are

JAN-PRO is ready to put our skills and experience to work for you today. We welcome the opportunity to survey your cleaning and maintenance needs and submit a proposal for our professional services. Contact us today for a free consultation and estimate.

EXHIBIT E
PROJECT FUNDING PACKAGE



JAN-PRO.COM

Proudly representing independently owned and operated JAN-PRO Cleaning & Disinfecting™ franchisees

JAN-PRO FRANCHISE DEVELOPMENT OF SOUTHWEST FLORIDA

AWARDS AND RECOGNITION

- OFFICE OF THE YEAR IN OUR TIER LEVEL 2006,2017,2018,2020
- GOLD CIRCLE AWARD FOR TOP OFFICE WORLDWIDE 2016,2017,2018
- NAMED BEST COMMERCIAL CLEANING SERVICE BY DIGITAL.COM 2021
- RECOGNIZED BY ENTREPRENEUR MAGAZINE TOP GLOBAL COMMERCIAL CLEANING COMPANY 2017
- JAN-PRO Cleaning & Disinfecting has ranked #1 in the category in Entrepreneur's 2023 Franchise 500 for the 15th consecutive year!

PARTNERS & AFFILIATES

- BOSTON RED-SOX FOUNDATION (SWING FOR THE SOX CHILDRENS FOUNDATION)
- GOLOSANO CHILDRENS HOSPITAL
- LYNX FRANCHISING
- QUIGLEY EYE CENTERS
- LEE HEALTH

Cleaning and disinfecting services provided by independently owned and operated Jan-Pro Cleaning & Disinfecting franchisees.

EXHIBIT E
PROJECT FUNDING PACKAGE



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Proudly representing independently owned and operated JAN-PRO Cleaning & Disinfecting™ franchisees

JAN-PRO FRANCHISE DEVELOPMENT OF SOUTHWEST FLORIDA

COMPANY EXPERIENCE

- » FORT MYERS MIGHTY MUSSELS
- » STARTING REVENUE \$6595/MONTH - CURRENT REVENUE \$9530/MONTH
- » 14400 6 MILE CYPRESS PARKWAY FT. MYERS FL, 33912
- » JUDD LOVELAND
- » 239.533.7664
- » JLOVELAND@MIGHTYMUSSELS.COM
- » EVENT CLEANS, PRE & POST GAME CLEANS, OFFICE CLEANS, LOCKER ROOM CLEANS, POWER WASHING, CONCERTS

- » BOSTON RED-SOX
- » STARTING REVENUE \$58,245 YEAR - CURRENT REVENUE \$96,245 YEAR
- » BRENNAN WHITLEY
- » 239.226.4755
- » BWHITLEY@RED-SOX.COM
- » EVENT CLEANS, PRE & POST GAME CLEANS, OFFICE CLEANS, LOCKER ROOM CLEANS, POWER WASHING, CONCERTS

- » PITTSBURGH PIRATES (SPRING TRAINING)
- » CURRENT REVENUE \$57,895.00
- » RAY MORRIS
- » RAY.MORRIS@PIRATES.COM
- » SPRING TRAINING PRE & POST GAME CLEANS, OFFICE CLEANS, LOCKER ROOM CLEANS, POWER WASHING.

Jan-Pro Development of Southwest Florida

Recognizes that the County reserves the right to evaluate the proposed 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.

Cleaning and disinfecting services provided by independently owned and operated Jan-Pro Cleaning & Disinfecting franchisees.

EXHIBIT E
PROJECT FUNDING PACKAGE



Tab 3

Our Approach to Janitorial Services

At JAN-PRO® of Central Texas, we're a janitorial service company with a plan. Our three-system approach to the janitorial service we offer ensures we deliver efficient and effective results after every cleaning. Where other Waco-area cleaning companies might take a blanket approach to their janitorial services, we create a custom cleaning plan for every business we clean using our JAN-PRO Signature Clean® system. The Signature Clean® system includes industry-specific cleaning plans so we're equipped to tackle the biggest cleaning challenges in any industry.

As part of our commitment to superior janitorial services, we insist on utilizing the JAN-PRO Technics® suite of cutting-edge cleaning systems and products. JAN-PRO Technics® is a proprietary program of cleaning products that allows us to deliver a higher-grade of clean. These systems include our EnviroShield® disinfecting system that wipes out 99.99% of all bacteria on contact by utilizing a state-of-the-art misting system. We also use HEPA-filter vacuums for cleaner floors and cleaner air. Our vacuums can remove dirt up to .3 microns for improved air quality.

All of our janitorial services are measured using our JAN-PRO Tracker® system. This system uses a 50-point checklist to periodically inspect your facility to confirm that we deliver thorough and consistent cleaning results. We inspect your facility before the first clean, after 30 days of service and periodically thereafter to ensure we are always meeting or exceeding our standards for janitorial cleaning excellence.

Guaranteed Janitorial Service for Businesses in Waco

Our hands-on owner/operators have gone through an extensive training program to be certified in the JAN-PRO Signature Clean® standards we adhere to. They personally verify that our janitorial services are performed as efficiently and effectively as possible. If you ever spot an issue with our janitorial services, do not hesitate to let us know. We'll be there to amend our service within the next 24 hours. If not, your next standard cleaning comes free.



OUR PROCESS



The process is simple: Trusted + Clean = Guaranteed.

The JAN-PRO Cleaning & Disinfecting Process is designed to guarantee customer satisfaction through quality, technology, and measurement for a consistent clean from the same reliable cleaning franchisees – every time.

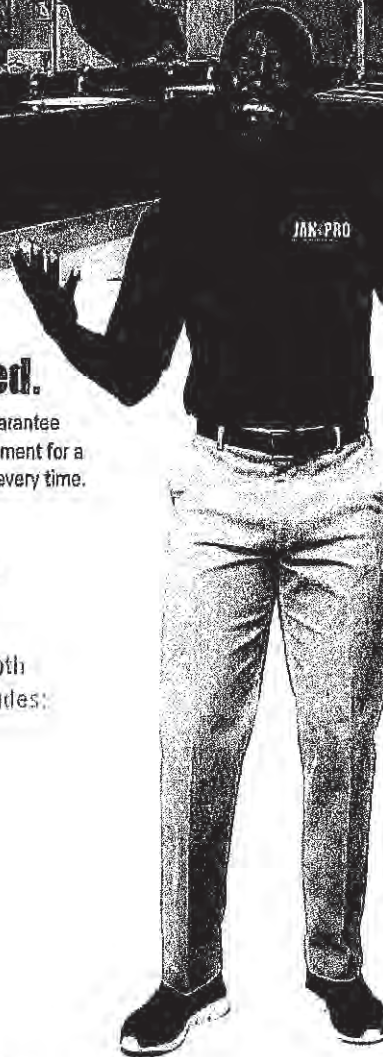
STEP 1:

JAN-PRO Signature Clean® Services = Quality Commitment

Every cleaning franchisee goes through an in depth brand standard certification program which includes:

- How to work safely in public areas
- How to maintain bacteria-free surfaces
- How to work faster & greener
- How to dust offices without disturbing them
- The importance of chemical dwell time
- Treatments for hard floors
- Thorough carpet-cleaning techniques
- OSHA safety protocols

Cleaning franchisees are uniformed, bonded, and insured – so you can trust the job will be done safely and professionally.



Cleaning and disinfecting services provided by independently owned and operated Jan-Pro Cleaning & Disinfecting franchisees.



OUR PROCESS

STEP 2:

JAN-PRO Technics® Technology = Quality Delivered

The JAN-PRO Technics® technology is the science behind our services. JAN-PRO Cleaning & Disinfecting delivers quality using the most advanced products and equipment, including:

- Hospital-strength disinfectants for the broadest kill range of surface bacteria
- HEPA-rated backpack vacuums that filter out 99.97% of particles from the air
- Microfiber cloths and mops that trap dirt more efficiently and effectively
- Eco-friendly cleaning chemicals that cover a greater area while using less product
- The best safety equipment available

STEP 3:

JAN-PRO Tracker® Audits = Quality Measured

JAN-PRO Cleaning & Disinfecting franchisees use the JAN-PRO Tracker audit to routinely check their work and benchmark their results:

- First, your cleaning needs are assessed so cleaning franchisees can decide where to focus their expertise.
- After the initial period (usually 30 days), a brand standard audit is conducted on your property using a 50-point checklist – so no spot, nook, or cranny is overlooked.
- Adjustments are made if needed, and the audits continue on a regular schedule.



Cleaning and disinfecting services provided by independently owned and operated Jan-Pro Cleaning & Disinfecting franchisees.



Tab 4

Frank Papanodero -- President

From April 2006 to present, Frank has been the President for JAN-PRO Southwest Florida.

From October 1998 through March 2005, Frank served as Operations Manager and sales associate for Jan-Pro Southwest Florida. Frank was chosen by his old boss to take over ownership and has been growing the business since along the way accumulating dozens of certifications and awards from Jan-Pro International.

Vito Papanodero -- Sales/Customer Rep

From January 2013 to the present, Vito has been sales director and customer representative.

As Lead Supervisor Vito will work closely with your facilities management team and will be on call 24/7. Vito has been currently overseeing and personally attending to every facility in this RFP, he knows all the site Facility Managers and employees.

Site Supervisors will remain and have 4-7 years of experience in stadium cleaning and the janitorial industry all around. They will monitor the efforts of the crew throughout each game and help where needed. As areas are completed it will be the Site Supervisors' main task to check the work and bring deficiencies to the crews' attention for immediate corrective action.

EXHIBIT E
PROJECT FUNDING PACKAGE

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)

Jan-Pro Development Of Southwest Florida
Company Name (Name printed or typed)

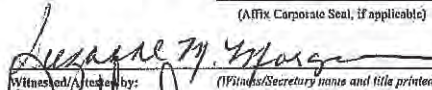

Vito Papasodero
Authorized Representative Name (printed or typed)

Sales-Customer Representative
Authorized Representative's Title (printed or typed)


Authorized Representative's Signature



(Affix Corporate Seal, if applicable)


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

Witness/Secretary Signature

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

EXHIBIT E
PROJECT FUNDING PACKAGE

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: JAB-Pro Development of Southwest Florida
[Signature] Sales-Customer Representative 08/23/2023
Signature Title Date

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 23rd day of August 2023, by VITO PAPA SORDER who has produced

FL DL P123861861110 as identification.
(Type of Identification and Number)

[Signature]
Notary Public Signature

Suzanne M Morgan
Printed Name of Notary Public

HH118711 8/19/2025
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 RFP230297WCD

| | | | |
|--|-----------------------------|--|-----------------|
| Section 1 Reference Information (Ink in name) | | Please return completed form to: | |
| FROM: | Judd Loveland | Bidder/Proposer: | Vito Papasodero |
| COMPANY: | Mighty Mussels | Due Date: | 08/23/2023 |
| PHONE #: | 239.533.7664 | Total # Pages: | 1 |
| FAX #: | | Phone #: | 239.482.8600 |
| EMAIL: | jloveland@mightymussels.com | Fax #: | |
| | | Bidder/Proposer E-Mail: Vito.Papasodero@Jan-Pro.com | |

| | | | |
|---|--|----------------------|--|
| Section 2 Bidder/Proposer Information (Applicable to all projects) | | | |
| Proposer Name: Jan-Pro Development of Southwest Florida | | | |
| Reference Project Name: | Project Address: | Project Cost: | |
| Mighty Mussels Office & Stadium Cleanup | 1440 6 Mile Cypress Pkwy Ft. Myers FL, 33912 | \$85,000 | |
| Summarized Scope: | | | |
| Office cleaning, Carpet Cleaning, Stadium Pre & Post Game Cleaning | | | |

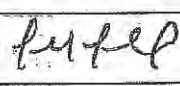
You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

| | |
|--|-------------------------|
| 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) | 9 |
| 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: Great service and communication, always on call 24/7 | |

Section 4 Please submit non-Lee County employees as references

Judd Loveland

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: Jan-Pro Development of Southwest Florida

| 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> |
|--|---|---|-----------------------|--|--------------------------------------|---|---|
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

EXHIBIT E
PROJECT FUNDING PACKAGE

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

Form 3 - Affidavit Principal Place of Business



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

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

Company

Name: Jan-Pro development of Southwest Florida

Vito Papasodero
Printed name of authorized signer

Sales-Customer Representative
Title

Authorized Signature

08/23/2023
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 23rd day of August 2023 by VITO PAPA-SODERO who has produced

FLDL A123 861861110 as identification.
(Type of Identification and Number)

(Print or Type Name)

Notary:
State of FLORIDA
County of LEE



SUZANNE M. MORGAN
Commission #11110711
Expires August 19, 2025
Bonded Through Budget Notary Services

Notary Public Signature

Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of:

Lee County
Non-Local

Local Business Tax License #

2. Address of Principal Place of Business:

13700 Cypress Terrace Circle
 Ft. Myers FL, 33907

3. Number of years at this location

6 years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years

Yes* No *If yes, attach contractual history for past 3 consecutive years

5. Number of available employees for this contract

02

6. Does your company have a Drug Free Workplace Policy

Yes No

Form 9-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 |
|--|--------------|--|-----------------------------|---|-------------------------------|
| N/A | N/A | N/A | N/A | N/A | N/A |
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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 Lee County Procurement Management
(Print name of the public entity)

by Vilo Papasodera Sales-Customer Representative
(Print individual's name and title)

for Jani-Pro Development of Southwest Florida DBA Clean 17 Inc
(Print name of entity submitting sworn statement)

whose business address is 13700 Cypress Terrace Circle Ft. Myers FL, 33907

(If applicable) its Federal Employer Identification Number (FEIN) is 34-2048077

(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.

53 RFP230441WCD Custodial Services-Lee County Sports Parks & Stadiums

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.)

NO 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.

NO 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.

NO 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)

08/23/2023

(Date)

STATE OF Florida
COUNTY OF Lee

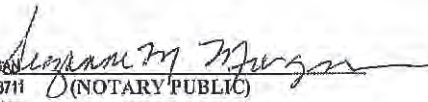
The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 23rd day of August 2023 by VITO PAPA SELLU who has produced

(Print or Type Name)

FLDL P12386186110 as identification.
(Type of Identification and Number)



SUZANNE M. MORGAN
Commission # H#118711
Expires August 19, 2025
Board of West Budget Notary Services


(NOTARY PUBLIC)

My Commission Expires:

EXHIBIT E
PROJECT FUNDING PACKAGE

Form B: 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-L.L.L. "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, Vito Papasodero, 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

Vito Papasodero Sales-Customer Representative
Name & Title of Contractor/Consultant's Authorized Official

08/23/2023
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 31 U.S.C.1352 | | Approved by OMB 4540-0013 |
| 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/interapplication <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. re-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: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ Congressional District, if known: _____ | | |
| 5. If Reporting Entity in No.4 is Subawardee. Enter Name and Address of Prime: _____ _____ _____ | | |
| 6. * Federal Department/Agency: _____ | | 7. * Federal Program Name/Description: _____ CFDA Number, if Applicable: _____ |
| 8. Federal Action Number, if known: _____ | | 9. Award Amount, if known: \$ _____ |
| 10. a. Name and Address of Lobbying Registrant: Prefix: _____ * First Name: <u>Vito</u> Middle Name: _____ * Last Name: <u>Papasodero</u> Suffix: _____ * Street 1: <u>11428 Lake Cypress Loop</u> Street 2: _____ * City: <u>FT. Myers</u> State: <u>Florida</u> Zip: <u>33913</u> | | |
| b. Individual Performing Services (including address if different from 10a. (10a)) Prefix: _____ * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: _____ * Street 1: _____ Street 2: _____ * City: _____ State: _____ Zip: _____ | | |
| 11. Information requested through this form is submitted by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the agency when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be referred to the Congress periodically and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | |
| Signature: * Name: Prefix: _____ * First Name: <u>Vito</u> Middle Name: _____ * Last Name: <u>Papasodero</u> Suffix: _____ Title: <u>Sales</u> Telephone No.: <u>239-482-8800</u> Date: <u>08-23-2013</u> | | |
| Federal Use Only: | | Authorized for Local Use pursuant to Standard Form 144 (Rev. 7-97) |

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 Jan-Pro Development of Southwest Florida

Print Name Vito Papasodero Title Sales - Customer Rep

Signature [Handwritten Signature] Date 08/23/2023

State of Florida

County of Lee

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this 23rd day of August, 2023 by

Vito PAPASODERO who has produced FLDL P123 86156111 D as identification.
(Print or Type Name) (Type of Identification and Number)

[Handwritten Signature]
Notary Public Signature

Suzanne M Morgan
Printed Name of Notary Public

HH 118711 8/19/25
Notary Commission Number/Expiration



SUZANNE M. MORGAN
Commission # HH 118711
Expires August 19, 2025
Bonded Thru Budget Notary Services

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, 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

Clean 17 Inc DBA Jan-Pro Development of Southwest Florida

By: 
Signature

Vilo Papasidero Sales - Customer Representative
Name and Title

13700 Cypress Terrace Circle
Street Address

Fort Myers FL, 33907
City, State, Zip

06/23/2023
Date

EXHIBIT E
PROJECT FUNDING PACKAGE

Local Business Tax Receipt



JANPRO CLEANING SYSTEMS OF SOUTHWEST FL
CLEAN 17 INC
13700 CYPRESS TER CIR 100
FT MYERS, FL 33907

Dear Business Owner:

Your 2022 - 2023 Lee County Local Business Tax Receipt is attached below for account number / receipt number: 1073853 / 9904478

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

Lee County Tax Collector

2022-2023
LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1073853
Receipt Number: 9904478

Account Expires: September 30, 2023

Location:
13700 CYPRESS TER CIR 100
FT MYERS, FL 33907

JAN PRO CLEANING SYSTEMS OF SOUTHWEST FL
JAN PRO CLEANING SYSTEMS OF SOUTHWEST FL
CLEAN 17 INC
13700 CYPRESS TER CIR 100
FT MYERS, FL 33907

| | |
|---|------------|
| May engage in the business of: | |
| JANITORIAL SERVICE | |
| THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY | |
| Payment Information: | |
| PAID INT-00-00369376 | 07/19/2022 |
| | \$ 50.00 |



EXHIBIT E
PROJECT FUNDING PACKAGE

Certificate of Registration

DR-11
R. 10/12

Issued Pursuant to Chapter 212, Florida Statutes

| | |
|--------------------|-----------------------------|
| 46-8013377071-3 | 07/19/05 |
| Certificate Number | Registration Effective Date |

This certifies that

JAN PRO CLEANING SYSTEMS
CLEAN 17 INC.
12165 METRO PKWY STE 238-248
FORT MYERS FL 33966-8333

has met the sales and use tax registration requirements for the business location stated above and is authorized to collect and remit tax as required by Florida law. This certificate is non-transferable.

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE

**THIS IS YOUR SALES & USE TAX CERTIFICATE OF REGISTRATION
(DETACH AND POST IN A CONSPICUOUS PLACE)**



THIS IS YOUR ANNUAL RESALE CERTIFICATE FOR SALES TAX

Note: New dealers who register after mid-October are issued annual resale certificates that expire on December 31 of the following year.

These certificates are valid immediately.



DR-11R, R. 10/12



2013 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/12

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2013

| Business Name and Location Address | Registration Effective Date | Certificate Number |
|---|-----------------------------|--------------------|
| JAN PRO CLEANING SYSTEMS CLEAN 17 INC. 12165 METRO PKWY STE 238-248 FORT MYERS FL 33966-8333 | 07/19/05 | 46-8013377071-3 |

This is to certify that all tangible personal property purchased or rented, real property rented, or services purchased by the above business are being purchased or rented for one of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

This certificate cannot be reassigned or transferred. This certificate can only be used by the active registered dealer or its authorized employees. Misuse of this Annual Resale Certificate will subject the user to penalties as provided by law. Use signed photocopy for resale purposes.

Presented to: _____ (insert name of seller on photocopy) (date) Presented by: _____ Authorized Signature (Purchase) (date)

EXHIBIT E
PROJECT FUNDING PACKAGE



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: August 17, 2023

Solicitation No.: RFP230441WCD

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

Subject: Addendum Number 2

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

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

2. QUESTIONS/ANSWERS

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

EXHIBIT E
PROJECT FUNDING PACKAGE

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

EXHIBIT E
PROJECT FUNDING PACKAGE

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

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

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

Willie Dennard

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

EXHIBIT E
PROJECT FUNDING PACKAGE



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: August 10, 2023

Solicitation No.: RFP230441WCD

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

Subject: Addendum Number 1

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

1. ATTACHMENTS
 - a. Attachment A Cleaning Checklist
 - b. Restroom Fixtures

2. QUESTIONS/ANSWERS

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

EXHIBIT E
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| | |
|--------|---|
| Answer | The restroom attendants are hourly. The amount of time each attendant will work is similar to a day porter which is based on the event. |
|--------|---|

| | |
|--------|---|
| 5. | RFP230441WCD (PDF). Page 16, Item 2. The vendor shall conduct background checks. While our background checks will meet/exceed your requirements, are there any other requirements to badge through your system in addition to our own? |
| Answer | The requirements that are listed on Page 16, Item 2 are the only requirements that the vendor is expected to provide to the County. Also, the vendor is responsible for the background requirements listed on Item 6 "Proposer Requirements listed on page 4 of the solicitation documents. |

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

| | |
|--------|---|
| 7. | General Questions Who is the incumbent service provider? |
| Answer | Jan Pro is the incumbent service provided for the current contract. |

| | |
|--------|--|
| 8. | Do you have an approved budget in mind, or what are you currently paying for the incumbent? |
| Answer | Lee County Parks and Recreations has factored this solicitation into their budget. The current contract and pricing can be found at the below link. https://www.leegov.com/procurement/awarded-annual-contracts/downloads?fid=5324&fn=Project2019-07-01T08_35_09.xml |

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

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

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

Willie Denard

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

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VER 03-06-19

ATTACHMENT A

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

**RFP230441WCD - Custodial Services-Lee County Sports Parks & Stadiums
Addendum 1 - Restroom Fixtures**

Lee County Sports Complex

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

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Player Development Center

Section B Restrooms/Showers-Maintenance Building

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

Section B Restrooms/showers

Club House 1 (North-Home)

| | |
|---------|----|
| Toilets | 4 |
| Sinks | 7 |
| Showers | 15 |
| Urinals | 5 |

Club House 2 (South-Visitors)

| | |
|---------|---|
| Toilets | 1 |
| Sinks | 2 |
| Showers | 7 |

Outdoor Restroom Complex

Mens

| | |
|---------|---|
| Toilets | 3 |
| Urinals | 5 |
| Sinks | |

Womens

| | |
|---------|----|
| Toilets | 12 |
| Sinks | 5 |

Family

| | |
|---------|---|
| Toilets | 1 |
| Sinks | 1 |
| Urinals | 1 |

Terry Park

Administration Building

Family

| | |
|--------|---|
| Toilet | 1 |
| Sink | 1 |

Annex Building

Family

| | |
|--------|---|
| Toilet | 1 |
| Sink | 1 |
| Shower | 1 |

Extension Building

Mens-Front of Building

| | |
|---------|---|
| Toilets | 2 |
| Urinals | 1 |
| Sinks | 2 |

Mens-Rear of Building

| | |
|---------|---|
| Toilet | 1 |
| Urinals | 1 |
| Sink | 1 |

Office Area

Womens-Front of Building


| | |
|---------|---|
| Toilets | 3 |
| Sinks | 2 |

Womens-Rear of Building


| | |
|---------|---|
| Toilets | 2 |
| Sinks | 1 |

Total Fixtures 90

EXHIBIT E
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Menu 

My Company Account

My Company Profile

Company Information

Company Name

Clean 17, Inc.

Doing Business As (DBA) Name

Jan-Pro Cleaning Systems of SW FL

Company ID

1579753

Enrollment Date

Aug 20, 2020

Employer Identification Number (EIN)

342048077

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

10 to 19

NAICS Code

EXHIBIT E
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813

Sector

Other Services (Except Public Administration)

Subsector

Religious, Grantmaking, Civic, Professional, and Similar Organizations

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

13700 Cypress Terrace Cr
Fort Myers, FL 33907

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

EXHIBIT E
PROJECT FUNDING PACKAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|------------------------------------|
| PRODUCER Exchange Underwriters, Inc 2111 N Franklin Dr Ste. 100 Washington PA 15301 | CONTACT NAME: Kara M. Dantry | |
| | PHONE (A/C No. Ext): 724-745-1800 | FAX (A/C No.): 724-745-0224 |
| EMAIL ADDRESS: kdantry@exchangeunderwriters.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC# |
| INSURER A: Manufacturers Alliance Ins Co | | 36897 |
| INSURER B: Ohio Casualty Ins Co | | 24074 |
| INSURER C: American Fire & Cas Co | | 24066 |
| INSURER D: West American Ins Co | | 44393 |
| INSURER E: CNA Surety Co | | 13188 |
| INSURER F: | | |

COVERAGES CERTIFICATE NUMBER: 1344523086 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSTR. LTR. | TYPE OF INSURANCE | ADDITIONAL INSURED (Y/N) | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS |
|-------------|--|--------------------------|----------------|--------------------------|--------------------------|--|
| D | COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | BKW54185053 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| C | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER: | Y | BAA54185053 | 7/1/2023 | 7/1/2024 | COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | USO54185053 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | 202201 1033315 | 11/1/2022 | 11/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Third Party Bond | | 69734983 | 7/1/2023 | 7/1/2024 | Limit 50,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER Jan-Pro | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kara M. Dantry</i> |
|--|---|

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8/23/2023

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| | | | |
|--|--|---|--|
| PRODUCER Exchange Underwriters, Inc 2111 N Franklin Dr Ste. 100 Washington PA 15301 | | CONTACT NAME: Kara M. Dantry PHONE (A/C No. Ext): 724-745-1600 FAX (A/C No): 724-745-0224 E-MAIL ADDRESS: kdantry@exchangeunderwriters.com | |
| INSURED Clean 17, Inc. dba Jan-Pro Cleaning Systems of SW FL 13700 Cypress Terrace Circle Fl. Myers FL 33907 | | INSURER(S) AFFORDING COVERAGE | |
| INSURER A: Manufacturers Alliance Ins Co | | NAIC # 36897 | |
| INSURER B: Ohio Casualty Ins Co | | 24074 | |
| INSURER C: American Fire & Cas Co | | 24066 | |
| INSURER D: West American Ins Co | | 44393 | |
| INSURER E: CNA Surety Co | | 13188 | |
| INSURER F: | | NAIC # | |

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| INSUR LTR | TYPE OF INSURANCE | ADDL ISUR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-----------|--|--------------------|----------------|-------------------------|-------------------------|--|
| D | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y Y | BKW54185053 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - DOMPROP AGG \$ 2,000,000 \$ |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER: | Y Y | BAA54185053 | 7/1/2023 | 7/1/2024 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEO <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y Y | USO54185053 | 7/1/2023 | 7/1/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | 202201 1033315 | 11/1/2022 | 11/1/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 |
| E | Third Party Bond | | 69734983 | 7/1/2023 | 7/1/2024 | Limit 50,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|---|
| CERTIFICATE HOLDER Jan-Pro | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kara M. Dantry</i> |
|--|---|

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JAN-PRO OF SW FLORIDA | JAN-PRO.COM/SWFLORIDA



Detail by Entity Name

Florida Profit Corporation
CLEAN 17, INC.

Filing Information

Document Number P05000076806 FEI/EIN Number 34-2048077 Date Filed 05/25/2005 Effective Date 05/25/2005 State FL Status ACTIVE Last Event CANCEL ADM DISS/REVE Event Date Filed 10/05/2009 Event Effective Date NONE

Principal Address

13700 Cypress Terrace Cir
FORT MYERS, FL 33907

Changed: 01/23/2018

Mailing Address

13700 Cypress Terrace Cir
FORT MYERS, FL 33907

Changed: 01/23/2018

Registered Agent Name & Address PHELAN, THOMAS

13700 Cypress Terrace Cir
FORT MYERS, FL 33907

Name Changed: 05/21/2007

Address Changed: 01/23/2018

Officer/Director Detail Name & Address

Title P

PAPASODERO, FRANK
13700 Cypress Terrace Cir
FORT MYERS, FL 33907

Title VP

PHELAN, THOMAS
13700 Cypress Terrace Cir
FORT MYERS, FL 33907

Title S

PHELAN, THOMAS
13700 Cypress Terrace Cir
FORT MYERS, FL 33907

Measurable, Quantifiable, and Verifiable Results



Lee County Procurement Management
Signatory Authorization Affidavit

Date: 9/12/18 Company Name: Clean 17, Inc d/b/a Jan-Pro Cleaning Systems of SW FL ("Company")

AUTHORIZATION: The Affiant warrants the truth and accuracy of this Affidavit to statements hereinafter made. The Affiant acknowledges that it is of critical importance that the individuals signing legally binding documents on the Company's behalf possess the authority to bind the Company so that both parties are bound by the terms of said documents. The Affiant further acknowledges that the Lee County Board of County Commissioners ("County") reserves the right to request supporting documentation regarding signatory authorization, at any time, and a document will be rejected, if it does not comply exactly with the signature authorization requirements.

INSTRUCTIONS: This Authorization Affidavit shall only be executed by the following:

- Corporation: President or CEO
- LLC: Managing Member, if manager-managed LLC or Member, if member-managed LLC
- Sole Proprietor: Owner
- An individual authorized to sign on the Company's behalf as evidenced by internal Company documentation delegating signing authority to that individual. Please attach internal Company documentation, if applicable.

All signatures on this Affidavit must be wet, non-electronic and non-digital original signatures. If you have more than four Authorized Signatories, please duplicate this page. A wet, non-electronic and non-digital original signature is required on each page. The following individuals are hereby authorized, as representatives of the Company identified above, to sign and execute legally binding documents on behalf of the Company.

| Authorized Signatory Name | Title |
|---------------------------|--------------------------|
| <u>Kellie Cruz</u> | <u>Account Executive</u> |
| <u>Vito Papasodero</u> | <u>Sales</u> |
| | |
| | |

By executing this Affidavit, I hereby authorize the individuals shown above to sign and execute legally binding documents on behalf of the Company. I further acknowledge that it shall be the sole responsibility of the Company to provide an updated Signatory Authorization Affidavit, upon any change in signatory authorization, to the County, Attention: Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, FL 33901.

[Signature] (Signature of Affiant) President (Title: President, CEO, Managing Member, Member, Owner) 9-12-18 (Date)

Frank Papasodero
(Printed Name of Affiant)



STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 12th day of September

20 18 who produced the following as identification FDL P123-260-69-043-0
(type of identification and number or personally known)

[Signature] Notary Public Signature Alan Martinez Printed Name of Notary Public 9/21/2019 Commission Number/Expiration

**AGENDA ITEM REPORT**

DATE: November 7, 2023
DEPARTMENT: Parks and Recreation
REQUESTER: Mack Young
TITLE: Award Contract for Custodial Services at County Sports Parks and Stadiums

I. MOTION REQUESTED

A) Award Request for Proposal No. RFP230441WCD, Custodial Services-Lee County Sports Parks & Stadiums to Clean 17 Inc. dba Jan-Pro Development of Southwest Florida and Zaharaly Cleaners, Inc., for custodial services for Lee County Sports Parks & Stadiums, on an as needed basis, for an initial term of three years, as approved in the departments' annual adopted budget.

B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.

C) Grant the County Manager or designee the authority to renew the contracts for up to three years, and to execute all associated documents if doing so is in the best interest of Lee County and there are no cost increases associated with the renewals.

II. ITEM SUMMARY

Awards competitively solicited contracts to Clean 17 Inc, dba Jan-Pro of Southwest Florida and Zaharaly Cleaners Inc., for custodial services at Lee County Sports Parks & Stadiums on an as needed basis for an initial three-year period with an option to renew for up to three additional years. Parks and Recreation will use both contracts for custodial services with an estimated annual cost of \$200,000. Funding is approved in the department's annual budget.

III. BACKGROUND AND IMPLICATIONS OF ACTIONA) Board Action and Other History

On July 21, 2023, Procurement Management issued a Request for Proposal No. RFP230441WCD for Custodial Services-Lee County Sports Parks & Stadiums, Procurement Management received five submittals.

An evaluation meeting was held on September 11, 2023, during which the Evaluation Committee considered criterion listed on the solicitation request including such items as: Qualifications of Company, company relevant experience, reference, plan of approach, and personnel. Based on the information submitted by the proposers, the Committee reached a consensus of the top three most qualified vendors. Once the top three vendors were determined, pricing submitted by the top three vendors were opened, and park locations were awarded on the lowest price per location.

B) Policy IssuesC) BoCC GoalsD) AnalysisE) Options**IV. FINANCIAL INFORMATION**

| | | |
|----|---|-----------------------------------|
| A) | Current year dollar amount of item: | \$202,918 |
| B) | Is this item approved in the current budget? | Yes |
| C) | Is this a revenue or expense item? | Expense |
| D) | Is this Discretionary or Mandatory? | Discretionary |
| E) | Will this item impact future budgets? If yes, please include reasons in III(D) above. | No |
| F) | Fund: General Fund and Unincorporated MSTU Program: Parks and Recreation Operations Project: Parks Custodial Services Account Strings: KH5722500100 KH5722015500 | |
| G) | Fund Type? | General Fund, Unincorporated MSTU |
| H) | Comments: | |

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

| Description | Upload Date | Type |
|--|-------------|------------|
| JanPro Contract part 1 | 10/23/2023 | Cover Memo |
| JanPro Contract part 2 | 10/23/2023 | Cover Memo |
| JanPro Contract part 3 | 10/23/2023 | Cover Memo |
| Zaharaly Contract part 1 | 10/23/2023 | Cover Memo |
| Zaharaly Contract part 2 | 10/23/2023 | Cover Memo |
| Zaharaly Contract part 3 | 10/23/2023 | Cover Memo |

REVIEWERS:

| Department | Reviewer | Action | Date |
|----------------------|------------------|----------|-----------------------|
| Parks and Recreation | Young, Mack | Approved | 10/25/2023 - 10:05 AM |
| Budget Services | Guttery, Angela | Approved | 10/25/2023 - 2:35 PM |
| Budget Services | Winton, Peter | Approved | 10/26/2023 - 8:50 AM |
| County Attorney | Swindle, Amanda | Approved | 10/30/2023 - 10:33 AM |
| County Manager | Brady, Christine | Approved | 10/31/2023 - 9:53 AM |

Certificate Of Completion

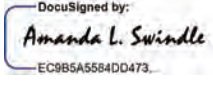
| | |
|--|-----------------------------|
| Envelope Id: 2FE3B3D087904E64B9ECCE483E0AF02C | Status: Completed |
| Subject: Board Approved-Routing-Solicitation #RFP230441WCD Clean 17 dba Jan-Pro Cleaning | |
| Source Envelope: | |
| Document Pages: 119 | Signatures: 3 |
| Supplemental Document Pages: 53 | Initials: 0 |
| Certificate Pages: 5 | Envelope Originator: |
| AutoNav: Enabled | Connie Prevatte |
| Enveloped Stamping: Enabled | 2115 Second St, First Floor |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | Fort Meyers, FL 33901 |
| | cprevatte@leegov.com |
| | IP Address: 208.89.76.205 |

Record Tracking

| | | |
|-----------------------|-------------------------|--------------------|
| Status: Original | Holder: Connie Prevatte | Location: DocuSign |
| 11/8/2023 10:10:20 AM | cprevatte@leegov.com | |

Signer Events

| Signer Events | Signature | Timestamp |
|--|---------------------------------|------------------------------|
| Risk | Completed | Sent: 11/8/2023 10:19:28 AM |
| risk@leegov.com | | Viewed: 11/8/2023 4:03:05 PM |
| Risk Program Manager | | Signed: 11/8/2023 4:03:08 PM |
| Self-Insured | Using IP Address: 208.89.76.207 | |
| Signing Group: Risk Management | | |
| Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: | | |
| Not Offered via DocuSign | | |

| | | |
|--|---|-------------------------------|
| Amanda L. Swindle |  | Sent: 11/8/2023 4:19:50 PM |
| aswindle@leegov.com | | Viewed: 11/9/2023 10:21:39 AM |
| Senior Assistant County Attorney | | Signed: 11/9/2023 10:21:50 AM |
| Security Level: Email, Account Authentication (None) | Signature Adoption: Pre-selected Style | |
| | Using IP Address: 208.89.76.205 | |

Electronic Record and Signature Disclosure:
 Accepted: 6/12/2023 8:44:28 AM
 ID: b303ddc7-cc40-4de9-9997-26ff5e9a51e3

| | | |
|--|---|--------------------------------|
| Brian Hamman |  | Sent: 11/9/2023 10:21:59 AM |
| dist4@leegov.com | | Viewed: 11/13/2023 12:27:50 PM |
| Commissioner & Chairman | | Signed: 11/13/2023 12:28:01 PM |
| Lee County BoCC | Signature Adoption: Uploaded Signature Image | |
| Signing Group: District 4 | Using IP Address: 208.89.76.203 | |
| Security Level: Email, Account Authentication (None) | | |

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

| | | |
|--|---|--------------------------------|
| Melissa Butler |  | Sent: 11/13/2023 12:28:10 PM |
| mbutler@leeclerk.org | | Viewed: 11/13/2023 12:39:56 PM |
| Deputy Clerk | | Signed: 11/13/2023 12:40:09 PM |
| Lee County Clerk of Courts |  | |
| Signing Group: Minutes | Signature Adoption: Pre-selected Style | |
| Security Level: Email, Account Authentication (None) | Using IP Address: 198.184.170.4 | |

| Signer Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
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| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

Erica Temerario
etemerario@leegov.com
Lauren Schaefer
lschaefer@leegov.com
Tina Boone
tboone@leegov.com
Legal Administrative Specialist, Sr
Lee County BoCC
Signing Group: County Attorney's Office
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 11/8/2023 4:19:51 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Connie Prevatte
cprevatte@leegov.com
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 11/13/2023 12:40:19 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
|----------------|-----------|-----------|

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
|---------------|-----------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

| | | |
|---------------------|------------------|------------------------|
| Envelope Sent | Hashed/Encrypted | 11/8/2023 10:19:28 AM |
| Certified Delivered | Security Checked | 11/13/2023 12:39:56 PM |
| Signing Complete | Security Checked | 11/13/2023 12:40:09 PM |
| Completed | Security Checked | 11/13/2023 12:40:19 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

| Electronic Record and Signature Disclosure |
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Lee County BOCC-Procurement Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Lee County BOCC-Procurement Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mpatterson@leegov.com

To advise Lee County BOCC-Procurement Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mpatterson@leegov.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Lee County BOCC-Procurement Management

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to mpatterson@leegov.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Lee County BOCC-Procurement Management

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to mpatterson@leegov.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify Lee County BOCC-Procurement Management as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Lee County BOCC-Procurement Management during the course of your relationship with Lee County BOCC-Procurement Management.