

RFP200327BAG  
Custodial for Downtown Buildings  
American Facility Services, Inc. - Amendment No. 3

THIRD AMENDMENT OF THE AGREEMENT FOR  
CUSTODIAL FOR DOWNTOWN BUILDINGS

THIS THIRD AMENDMENT OF THE AGREEMENT FOR CUSTODIAL FOR DOWNTOWN BUILDINGS is made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and American Facility Services, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of custodial services for Lee County downtown buildings through Solicitation No. RFP200327BAG with Vendor on the 5<sup>th</sup> day of December, 2020 ("Agreement"); and,

WHEREAS, after the execution of the agreement, the County determined that custodial services, specifically trash receptacle emptying, was needed in the parking lot for the Justice Center located at 2110 Dr. Martin Luther King Jr. Blvd. Fort Myers, FL 33901 and,

WHEREAS, the Parties mutually agree to supplement the Exhibit A. Detailed Specifications section of the Agreement and modify the Exhibit B. Fee Schedule to accommodate the County's need for the trash collection services for the Justice Center parking lot; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Parties agree that, effective upon full execution of this Amendment, the following location and services shall supersede Section 2.15.1.3 Justice Center/ Justice Center Tower/Community Assessment/Jail Administration, Warrants, and Receiving/ Judges Garage/ Employee Garage, Offices, and Elevators of the Exhibit A. Detailed Specifications section of the agreement:
  - 1.1.1.1 Justice Center/ Justice Center Tower/Community Assessment/Jail Administration, Warrants, and Receiving/ Judges Garage/ Employee Garage, Offices, and Elevators.

RFP200327BAG  
Custodial for Downtown Buildings  
American Facility Services, Inc. - Amendment No. 3

- 1.1.1.1.1 Justice Center  
Address: 1700 Monroe St., Fort Myers, FL 33901  
Total Square Footage: 287,948
  - 1.1.1.1.2 Justice Center Tower (Pod E)  
Address: 1700 Monroe St. Ft. Myers, FL. 33901  
Total Square Footage: 141,959
  - 1.1.1.1.3 Community Assessment Center (Juvenile Assessment)  
Address: 2115 Dr. Martin Luther King Jr Blvd, Fort Myers, FL 33901  
Total Square Footage: 4,913
  - 1.1.1.1.4 Jail Administration  
Address: 2115 Dr. Martin Luther King Jr Blvd, Fort Myers, FL 33901  
Total Square Footage: 2,784
  - 1.1.1.1.5 Jail Receiving Lobby  
Address: 2115 Dr. Martin Luther King Jr Blvd, Fort Myers, FL 33901  
Total Square Footage: 1,713
  - 1.1.1.1.6 Employee Garage/Offices/Elevators  
Address: 2029 Monroe St. Fort Myers, FL 33901 Total Square Footage:  
264,936
  - 1.1.1.1.7 Judges Garage  
Address: 1700 Monroe St. Fort Myers, FL 33901 Total Square Footage:  
51,000
- Floors 1, 2, 3, 4, 5, 6, 7 and 8 bathrooms shall be serviced every hour. The below given checklist shall be followed each time the bathrooms are cleaned.
    - Bathroom Service Checklist hourly:
    - Check all paper goods and resupply as necessary
    - Resupply soap dispensers as needed
    - Clean the counters and mirrors
    - Clean the stalls as needed
    - Clean all fixtures as needed
    - Sweep floor and pick up any litter as needed
    - Damp mop any areas as necessary
    - Empty and reline all trash receptacles as needed
  - The Judicial Chambers shall be cleaned during the normal daily schedule between the hours of 7:00 a.m. – 8:30 a.m. This can be arranged between the Vendor and the sitting Judge.

RFP200327BAG  
Custodial for Downtown Buildings  
American Facility Services, Inc. - Amendment No. 3

- Courtrooms, Jury Deliberation Rooms, Judges Conference Rooms, Associated Restrooms, etc. shall be cleaned after normal business hours and after court session is complete.
  - First floor staff restrooms and the Tower Judicial 9th and 10th floors have Shower facilities and shall be cleaned during normal business hours.
  
- Stairwells  
All stairwells in the building shall be cleaned on a daily basis. Some can be cleaned during the day and some at night. Cleaning shall include:
  - Sweeping down stairs
  - Moping stairs as necessary
  - Dusting banisters
  - Wiping down banister with cleaner/disinfectant
  - Wiping or sweeping down walls to keep them free of any dust particles and dirt.
  - Cleaning any windows that are in the stairwells may not have to be done on a daily basis, but must be checked on a daily basis and cleaned as needed.
  
- Parking Lot  
The two trash receptacles located in the Justice Center parking lot, located at 2110 Dr. Martin Luther King Jr. Blvd. Fort Myers, FL 33901 shall be checked and emptied at least one weekly.
  
- Court Administration offices, the Electronic Court Reporting office, Records, Probation and Pre Trial areas shall be cleaned between 7:00 a.m. and 8:30 a.m. daily.
  
- Staff from the Justice Center day crew shall do the normal cleaning tasks at the following building during the day crew shift:
  - Community Assessment Center
    - \* Any special work requirements will have to be scheduled with the building occupants and/or County.
  
- Staff from the Justice Center day crew shall do the normal cleaning tasks during the day crew shift and other tasks as stated below at the following buildings:
  - Jail Administration Offices – Floor work after 5:00 p.m. Monday –Friday
  - Jail Warrants Office – Floor work shall be done on Sundays

RFP200327BAG  
Custodial for Downtown Buildings  
American Facility Services, Inc. - Amendment No. 3

- Jail Receiving Lobby – Floors shall be mopped 2 times per day, preferably around 11:30 a.m. and between 5:00 p.m. and 5:30 p.m. Monday-Friday
  - \* Any special work requirements shall be scheduled with the building occupants or County.
- Staff from the Justice Center day crew shall do the normal cleaning tasks during the day crew shift at the following building:
  - Employee Garage Offices & Elevators – Offices shall cleaned Monday -Friday
    - \* Any special work requirements (i.e. pressure washing) shall be scheduled with the County.
  - During heavy downpours of rain, it may be required that a mop be provided for court staff to use to keep the floors dry at the entrances to the Justice Center.
- Staff from the Justice Center or Justice Center Tower (Pod E) will be needed to do the normal cleaning tasks during the day crew shift at the following building:
  - Judges Garage
    - \* Since this area is a secured area, any special work requirements shall be scheduled with the County.
  - During heavy downpours of rain, it may be required that a mop be provided for court staff to use to keep the floors dry at the entrances to the Justice Center Tower.

[Remainder of this page left intentionally blank]

RFP200327BAG  
 Custodial for Downtown Buildings  
 American Facility Services, Inc. - Amendment No. 3

2. The Parties agree that the Exhibit B. Fee Schedule shall be superseded by:

Item	Description	Monthly Cost		
1	Rosa Parks Intermodal Facility	\$5,263.33		
2	Sheriff's Civil Office	\$835.91		
3	Melvin Morgan Constitutional Complex	\$8,755.69		
4	Hough St. Warehouse	\$292.86		
5	Human and Veteran Services	\$2,331.31		
6	Ft. Myers Regional Library	\$8,093.06		
7	2345 Union Street - Lee County Sheriff's Office	\$662.63		
8	Administration	\$6,096.93		
9	Administration East	\$3,885.95		
10	Old Courthouse	\$1,381.26		
11	Justice Center	\$19,977.57		
12	Justice Center Annex	\$ 8,643.85		
13	Justice Center Tower (Pod E)	\$11,939.05		
14	Jail Administration	\$343.59		
15	Community Assessment Center	\$676.80		
16	Jail Receiving Lobby	\$333.21		
17	Community Development/ Public Works	\$8,216.09		
18	City/County Annex	\$4,928.96		
19	Employee Garage and Offices	\$857.81		
20	Justice Center Annex Garage	\$164.30		
21	Judges Garage	\$333.79		
<b>MONTHLY TOTAL</b>		<b>\$94,013.95</b>		
<i>Additional Charges (As Needed Basis)</i>				
Item	Description	Unit of Measure	Estimated Quantity	Unit Price
1	Hourly Rate for Emergency Work	hr	1	\$ 38.00
2	Hourly Rate for Electrostatic Sanitizing and Day Porter Wiping Down	hr	1	\$ 35.00
3	Upholstery Cleaning (Fabric only)	per item	1	\$ 5.50

3. The Parties agree that these changes shall be effective upon full execution of this Amendment.

RFP200327BAG  
Custodial for Downtown Buildings  
American Facility Services, Inc. - Amendment No. 3

IN WITNESS WHEREOF, this Third Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this 4/4/2024 | 1:16 PM EDT by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

DocuSigned by:  
Mary G Tucker  
BY: 770F0BD859DA44D...  
Mary G. Tucker  
Director of Procurement Management, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only

DocuSigned by:  
Robert Holborn  
BY: 0709AF6D28494C8...  
County Attorney's Office

DATED this 12th day of March, 2024 by American Facility Services, Inc.

ATTEST:

Stephanie Veronica Roy  
(Witness)

BY: Harold Angel  
Authorized Signature

Harold Angel  
Authorized Signature Printed Name

Vice President  
Authorized Signature Title

CORPORATE SEAL:



County Manager Designation Approval

Pete

RFP200327BAG Custodial for Downtown Buildings

Vendor Name	American Facility Services, Inc.
Document Type	Third Amendment
Reason for Amendment	Adding trash can collection services for the Justice Center parking lot located at 2110 Dr. Martin Luther King Jr. Blvd. Fort Myers, FL 33901
Dollars Spent Previously	Total expenditures for Fiscal Year 2022-2023 were \$1,122,323.53
New Anticipated Contract Amount	The amendment will increase the monthly contract amount for the Justice Center by \$392.00, or \$4,704.00 annually
Department	Procurement Management - County Wide

Please Return to Procurement

BOCC  
APPROVED  
4-2-2024  
[Signature]

Approved:

[Signature]

Date:

4-3-24

RFP200327BAG  
 Custodial for Downtown Buildings  
 American Facility Services, Inc. - Amendment No. 2

1. The Parties agree that effective immediately, Section 2.1.7 of the Exhibit A. Detailed Specifications section of the agreement shall be superseded by:

**2.1.7 2345 Union St., Fort Myers, FL 33901 (Lee County Sheriff's Office)**

2. The Parties agree that the Exhibit B. Fee Schedule shall be superseded by:

Item	Description	Monthly Cost		
1	Rosa Parks Intermodal Facility	\$5,263.33		
2	Sheriff's Civil Office	\$835.91		
3	Melvin Morgan Constitutional Complex	\$8,755.69		
4	Hough St. Warehouse	\$292.86		
5	Human and Veteran Services	\$2,331.31		
6	Ft. Myers Regional Library	\$8,093.06		
7	2345 Union Street - Lee County Sheriff's Office	\$662.63		
8	Administration	\$6,096.93		
9	Administration East	\$3,885.95		
10	Old Courthouse	\$1,381.26		
11	Justice Center	\$19,585.57		
12	Justice Center Annex	\$ 8,643.85		
13	Justice Center Tower (Pod E)	\$11,939.05		
14	Jail Administration	\$343.59		
15	Community Assessment Center	\$676.80		
16	Jail Receiving Lobby	\$333.21		
17	Community Development/ Public Works	\$8,216.09		
18	City/County Annex	\$4,928.96		
19	Employee Garage and Offices	\$857.81		
20	Justice Center Annex Garage	\$164.30		
21	Judges Garage	\$333.79		
<b>MONTHLY TOTAL</b>		<b>\$ 93,621.95</b>		
<i>Additional Charges (As Needed Basis)</i>				
Item	Description	Unit of Measure	Estimated Quantity	Unit Price
1	Hourly Rate for Emergency Work	hr	1	\$ 38.00
2	Hourly Rate for Electrostatic Sanitizing and Day Porter Wiping Down	hr	1	\$ 35.00
3	Upholstery Cleaning (Fabric only)	per item	1	\$ 5.50





Lee County Procurement Management Signatory Authorization Affidavit

Date: 7/30/18 Company Name: American Facility Services, Inc. ("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.

Table with 2 columns: Authorized Signatory Name, Title. Row 1: Harold Angel, Vice President.

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.

Handwritten signature of Kevin McCann, Title: President, Date: 7/30/18

Kevin McCann (Printed Name of Affiant)

ANDREA LORRAINE NUGENT NOTARY PUBLIC Fulton County State of Georgia My Commission Expires 10-29-2019

STATE OF GEORGIA COUNTY OF FORSYTH

The foregoing instrument was signed and acknowledged before me this 30TH day of JULY

20 18 who produced the following as identification personally known to me

Handwritten signature of Andrea Nugent, Printed Name of Notary Public, Commission Number/Expiration 10/29/19

**AGENDA ITEM REPORT**

**DATE:** April 2, 2024  
**DEPARTMENT:** Procurement Management  
**REQUESTER:** Mary Tucker  
**TITLE:** Approve Contract Amendment for Custodial Services for Downtown Buildings

**I. MOTION REQUESTED**

- A) Approve Amendment No. 3 with American Facility Services, Inc., under Solicitation No. RFP200327BAG, Custodial for Downtown Buildings to amend Exhibit A. Detailed Specifications and Exhibit B. Fee Schedule, adding trash can collection services for the Justice Center parking lot located at 2110 Dr. Martin Luther King Jr. Blvd. Fort Myers, FL 33901.  
 B) Authorize the County Manager or designee to execute the amendment on behalf of the Board of County Commissioners.

**II. ITEM SUMMARY**

Approves a contract amendment with American Facility Services, Inc., under the solicitation for Custodial for Downtown Buildings, to amend Exhibit A. Detailed Specifications and Exhibit B. Fee Schedule, adding trash collection services for the Justice Center parking lot located at 2110 Dr. Martin Luther King Jr. Blvd. Fort Myers, FL 33901. The amendment will increase the monthly contract amount for the Justice Center by \$392.00, or \$4,704.00 annually for the additional custodial services. Total expenditures for Fiscal Year 2022-2023 were \$1,122,323.53.

**III. BACKGROUND AND IMPLICATIONS OF ACTION**A) Board Action and Other History

On 12/1/2020, the Board of County Commissioners awarded RFP200327BAG, Custodial for Downtown Buildings, to American Facility Services, Inc., to provide custodial services to various County Facilities located in the downtown area. Board approval will allow for the addition of custodial services for the Suncoast ATM Vestibule to the Exhibit A. Detailed Specifications section of the Agreement. The original term of the contract was for three years and can be renewed for up to three additional years.

On 8/2/2022, Amendment No. 1 was approved by the Board of County Commissioners to amend Exhibit A. Detailed Specifications and Exhibit B. Fee Schedule, adding an additional location and associated pricing for custodial services for the Suncoast ATM Vestibule located outside of Administration East.

On 11/22/2022, Amendment No. 2 was administratively approved to modify the Exhibit A. Detailed Specifications section of the Agreement and modify the Exhibit B. Fee Schedule to accommodate the transfer of usage and pricing for the location at 2345 Union St. Fort Myers, FL 33901, from the Library Administration to the Lee County Sheriff's Office.

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

A)	Current year dollar amount of item:	See Comments below.
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.	
F)	Fund: Various funds Program: Project: Account Strings:	
G)	Fund Type?	Other: Various Department Funds
H)	Comments: Expenditures will be on an as-needed basis, as approved in the departments' annual adopted budgets.	

**V. RECOMMENDATION**

Approve

**VI. TIMING/IMPLEMENTATION**

**VII. FOLLOW UP**

**ATTACHMENTS:**

Description	Upload Date	Type
<a href="#">RFP200327BAG AFS Custodial for Downtown Bldg Am 3 OCR</a>	3/12/2024	Agreement
<a href="#">QUOTE AFS Lee County Parking Lot Cottage St</a>	3/12/2024	Backup Material

**REVIEWERS:**

Department	Reviewer	Action	Date
Procurement Management	Tucker, Mary	Approved	3/20/2024 - 10:31 AM
Budget Services	Henkel, Anne	Approved	3/20/2024 - 3:20 PM
Budget Services	Winton, Peter	Approved	3/20/2024 - 4:33 PM
County Attorney	Holborn , Robert	Approved	3/21/2024 - 1:48 PM
County Manager	Winton, Peter	Approved	3/22/2024 - 8:50 AM

**Certificate Of Completion**

Envelope Id: A4DAF0FB59B446479DBE1166A2D2E2BC	Status: Completed
Subject: Routing - RFP200327BAG - Custodial for Downtown Bldg- AFS - Add Services - Amendment 3	
Source Envelope:	
Document Pages: 6	Signatures: 2
Supplemental Document Pages: 9	Initials: 0
Certificate Pages: 5	Envelope Originator: Daniel Goggin
AutoNav: Enabled	2115 Second St, First Floor
Envelopeld Stamping: Enabled	Fort Meyers, FL 33901
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	dgoggin@leegov.com
	IP Address: 208.89.76.205

**Record Tracking**

Status: Original 4/4/2024 7:57:59 AM	Holder: Daniel Goggin dgoggin@leegov.com	Location: DocuSign
---	---	--------------------

**Signer Events**

Robert Holborn  
rholborn@leegov.com  
Assistant County Attorney  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Robert Holborn*  
0709AF6D28494C8...  
Signature Adoption: Pre-selected Style  
Using IP Address: 208.89.76.203

**Timestamp**

Sent: 4/4/2024 8:31:51 AM  
Viewed: 4/4/2024 8:42:18 AM  
Signed: 4/4/2024 8:42:37 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mary G Tucker  
mtucker@leegov.com  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
*Mary G Tucker*  
770F0BDB59DA44D...  
Signature Adoption: Pre-selected Style  
Using IP Address: 208.89.76.205

Sent: 4/4/2024 8:42:39 AM  
Viewed: 4/4/2024 1:16:14 PM  
Signed: 4/4/2024 1:16:32 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 4/4/2024 1:16:14 PM  
ID: d07f58b7-3e1e-4519-9b55-ce08803d5b82  
Supplemental Documents:

00 - RFP200327BAG - Proc Director Signature Auth Viewed: 4/4/2024 1:16:18 PM  
- 4.1.24.pdf

Read: Not Required  
Accepted: Not Required

Melissa Butler  
mbutler@leeclerk.org  
Deputy Clerk  
Lee County Clerk of Courts  
Signing Group: Minutes  
Security Level: Email, Account Authentication (None)

**Completed**  
Using IP Address: 198.184.170.4

Sent: 4/4/2024 1:16:34 PM  
Viewed: 4/4/2024 2:11:52 PM  
Signed: 4/4/2024 2:11:58 PM

**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**

Intermediary Delivery Events	Status	Timestamp
<b>Certified Delivery Events</b> 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) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 1px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 4/4/2024 8:31:52 AM
Connie Prevatte cprevatte@leegov.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 1px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue;">COPIED</div>	Sent: 4/4/2024 2:12:00 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/4/2024 8:04:38 AM
Certified Delivered	Security Checked	4/4/2024 2:11:52 PM
Signing Complete	Security Checked	4/4/2024 2:11:58 PM
Completed	Security Checked	4/4/2024 2:12:00 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **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](mailto: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](mailto: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](mailto: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](mailto: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..

### **Required hardware and software**

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.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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.