

**AGREEMENT FOR
CUSTODIAL SERVICES FOR LEE COUNTY SPORTS PARKS AND 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 Prather Enterprises, Inc., a Florida corporation, whose address is 9777 Deerfoot Dr., Fort Myers, FL, 33919, and whose federal tax identification number is 65-0168112, hereinafter referred to as "Vendor."

WITNESSETH

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

WHEREAS, the County issued Solicitation No. RFP190040MRH on November 2, 2018 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on December 27, 2018; 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

Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP190040MRH, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through a period of one (1) year with the option of three (3) additional one year renewals, subject to mutual written agreement of both parties. The effective date shall be May 1, 2019.

- 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 work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order 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+ Class VII 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, publicrecords@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.

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. Any change or substitution to the Vendor's key 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 subcontracts 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 reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within 30 days.

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. 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. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:		
Name:	<u>William Prather</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>9777 Deerfoot Drive</u>	Address:	<u>P.O. Box 398</u>	
<i>Mailing</i>	<u>13500-56 S. Cleveland, 231</u>		<u>Fort Myers, FL 33902</u>	
	<u>Fort Myers, FL 33919</u>			
Telephone:	<u>239-565-5298</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-482-3212</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>homecalls@aol.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. 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 No. RFP190040MRH
4. Vendor's Submittal in Response to the Solicitation No. RFP190040MRH

[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: BB Prather

Print Name: BB PRATHER

Prather Enterprises, Inc.

Signed By: [Signature]

Print Name: Bill PRATHER

Title: owner / operator

Date: 02.27.19

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
CHAIR

DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: _____

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

BY: _____
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SPECIFICATIONS OR SCOPE OF SERVICES

In full accordance with this Agreement and Solicitation No. RFP190040MRH as modified by its addenda, the Vendor shall provide custodial services for various County parks and stadiums as described by the Detailed Specifications of the Solicitation. The Vendor shall provide all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for the successful execution of its duties as further described below.

VENDOR PERSONNEL

Workmanship shall be of the highest quality. All cleaning employees shall be mentally and physically competent to perform the services required. The Vendor shall at all times enforce strict discipline and good order among its employees.

The Vendor shall be responsible for the supervision and direction of the work performed by their employees. The Vendor shall, at all times, ensure that a minimum of one active/present on-duty supervisor/manager is 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 specifications of this Agreement.

The Vendor has assigned the following Key Personnel to this Agreement to act as the County's liaisons:

<u>Name</u>	<u>Title</u>	<u>Phone Number(s)</u>	<u>Email</u>
Sergio Arradondo	Company Manager	239-344-6683	homecalls@aol.com
Bill Prather	President	239-565-5298	homecalls@aol.com

Vendor agrees that all of its officers, employees and representatives shall conduct themselves in a professional manner and shall communicate with County employees and members of the public in a civil manner whenever conducting County business. All aspects of Vendor's performance, including complaints received from the public, may impact the County's decision to renew or terminate this Agreement in accordance with the provision contained here. Vendor shall remove or suspend, or further investigate, their employees for any act of violence, sexual harassment, substance abuse, or act of bigotry/prejudice.

BACKGROUND CHECKS AND SECURITY

Vendor, at its expense, must conduct a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the County or who will have access to County computer systems, either through on-site or remote access. The minimum background check process for all Vendor personnel shall include, but not be limited to, the following checks:

1. Social Security Number (SSN) validation and address history
2. State criminal and sex offender registry search
3. National Crime Information Center search
4. FBI fingerprint check using Integrated Automated Fingerprint Identification System
5. County Felony and Misdemeanor
6. National Sexual Offender Registry Search

The background check must be conducted prior to initial access by Vendor personnel. The Vendor shall provide proof of a satisfactory background check to the County's Director of Procurement Management prior to assignment of any Vendor personnel. The County retains the right to reject assignment of any Vendor personnel based on the results of a background check.

Vendor personnel, who separate from employment by the Vendor for any reason whatsoever, and for any length of time, must undergo another background check prior to renewed access to the County. Background checks must be repeated not less than every five (5) years. At the County's discretion, background checks for Vendor personnel holding sensitive positions (e.g., working with or around children, or within high-security areas) may be required more frequently. The County shall have the ability to audit the Vendor's background check process to ensure compliance with County standards, at any time. Additionally, all Vendor personnel have the responsibility to self-disclose any misdemeanor or felony convictions that occur while assigned to the County within three (3) business days of the conviction or upon return to a County assignment. The conviction must be reported to the Vendor, who shall then notify the Director of Procurement Management.

If at any time it is discovered that any Vendor personnel has a criminal record that includes a felony or misdemeanor, the Vendor is required to inform the County and the County will assess the circumstances surrounding the conviction, time frame, nature, gravity, and relevancy of the conviction to the job duties to determine whether that Vendor employee will be placed or remain on a County assignment. The County may withhold consent at its sole discretion. Failure of the Vendor to comply with the terms of this paragraph may result in the termination of its Agreement with the County.

Vendor shall supply and pay for distinctive, clean, and 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 will have company name and logo on them.

Each employee shall wear a photo identification tag with necessary information, provided by and paid for by Vendor.

Certain areas, which shall be identified by the County upon award of the Contract, are considered sensitive due to the type of information maintained within these areas. Access to these areas will be limited to authorized Vendor personnel at specific times during the day.

All janitorial keys will be issued to the Vendor. A fee will be charged to the Vendor for the loss of any keys or the cost of changing of locks as the result of any lost keys. The County representative shall have the sole decision regarding changing the locks.

Vendor shall be responsible for acting in accordance with the County's security guidelines during entering, exiting, and cleaning.

WORKMANSHIP AND INSPECTION

County representative(s) shall decide any and all questions which may arise as to the quality and acceptability of materials used and work performed, the manner of performance and the rate of progress of the work.

CONSUMABLES

Lee County will be responsible for providing the following items as part of this Agreement:

Toilet paper

Hand Towels

Soap for dispensers

Trash can liners

Sanitary napkins

Seat covers

All cleaning chemical products (cleaning products; general purpose cleaners, glass cleaners, bathroom cleaners and floor care products)

Any and all other equipment, tools, etc. necessary to perform the services shall be supplied by the Vendor, and may be subject to approval/disapproval at the County's sole discretion. All Vendor equipment can be stored on County premises every year of the Agreement from February 1 through April 1. Equipment shall be removed from the premises no later than April 1. Any storage of equipment for other cleaning dates will have to be approved by the County's site supervisor. The County will not be responsible or liable for any equipment left on site.

EXCEPTION: The Lee County Utilities Office located at City of Palms Park supplies will be provided by the Vendor and reimbursed by the County. The Vendor shall provide a separate line item for consumable supplies provided on the service invoice for reimbursement costs from Lee County. Consumable supplies are defined as restocked items such as toilet paper, soap, paper towels, etc. Cleaning equipment and tools such as mops, brooms, buckets, spray bottles, etc. are not included in reimbursable expenses.

An invoice of the supplies purchased with proof of payment MUST accompany the invoice for processing. Supplies will be reimbursed at cost. Supply invoices without a paid in full sales receipt shall not be reimbursed.

USE OF SUBCONTRACTORS

The day-to-day cleaning provided for in this Agreement shall not be sub-contracted. Specialized cleaning tasks may be sub-contracted at the discretion of the County representative. The County reserves the right to approve of any and all sub-contractors, and/or sub-contracted items/tasks. The Vendor shall ensure that all its subcontractors fully comply with all provisions of this Agreement including the requirements for background checks.

WORKMANSHIP

The County representative shall decide any and all questions which may arise as to the quality and acceptability of materials used, equipment, and work performed, the manner of performance and the rate of progress of the work.

Workmanship shall be of the highest quality. All cleaning employees shall be mentally and physically competent to perform the services required. The Vendor shall at all times enforce strict discipline and good order among his/her employees.

In general, the Vendor's achievement of the County's quality standards as outlined herein will result in the absence of visible soil. In order to maintain the facilities in this condition, the Vendor shall immediately remove any visible soil which is found as a result of their inspection.

Vendor will utilize the Cleaning Task Checklist, attached hereto as Exhibit D, for task performance and meet the following requirements:

- A minimum of two employees must be present at the facility three hours prior to event.
- Floor cleaning (dust & mop, wet mop/wash floors; clean/sweep and wet mop hallways & entrances; and clean carpets as needed and required).
- 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.
- Servicing of locker rooms, changing rooms, and showers/areas, which include floors, on an as needed basis, depending on events.
- Trash management, including emptying all trash and recycle containers, and insert new liners as appropriate.
- 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

- Clean bowl & 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.
- High and low dusting, including the elimination of all spider webs, including roll-up doors (inside & outside), windows, around lights, elevators, etc...
- Clean walls, light switches, light fixtures, light lenses.
- Re supply soap, toilet tissue, paper towels, liners, sanitary napkin liners, sanitary napkins, etc...
- Vendor will be required to complete and turn-in checklists as directed by center/County personnel at conclusion or termination (same day, i.e. weather event) of each event's janitorial service.
- Vendor will separate recyclable items from trash when cleaning grounds, bowl and seating areas and dispose of the items in the proper recycle containers.
- 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: Cautionary wet floors signs are to be used at all times when areas are damp/wet as required.

QUALITY STANDARDS

In general, the achievement of the County's required standards as outlined herein will result in an almost complete absence of visible soil. In order to maintain the facilities in this condition, Vendor will 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:

- Absence of litter and trash on floor and horizontal surfaces of equipment.
- Absence of dust, marks/scuffmarks, spots, foreign matter, or spillage on floors.
- 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.
- 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.
- 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.
- Absence of marks, spots, stains, cob webs and streaks on interior and exterior entrance doors, lobby, windows, glass surfaces, and all partition glass.
- Absence of marks, spots, stains and streaks on walls, light switches, light fixtures, light lenses, and furniture.

- 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
- Absence of debris from all bleacher and or seats, including any gum, food items, soil, bodily fluids or other foreign matter.
- Absence of marks/scuff marks, dust, spots, or spillage from hallways, including floors.
- Absence of spider webs.
- The use of required/mandatory safety equipment, including cautionary wet floor signs, where areas are damp/ wet as required.

COUNTY FACILITIES INCLUDED UNDER THIS AGREEMENT

The County reserves the right, through its Director of Procurement Management, to add or delete locations as necessary to best meet the needs of the County. The following facilities shall receive services under this Agreement.

The County working with the Vendor shall establish mutually agreeable times for the cleaning of the restrooms and event 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.

City of Palms Park

Location: 2201 Edison Ave., Fort Myers, Florida 33901

Player Development Complex

Location: 4301 Edison Ave., Fort Myers, Florida 33916

Terry Park

Location: 3410 Palm Beach Blvd., Fort Myers, FL 33916

JetBlue Park

Location: 11500 Fenway South Drive, Fort Myers, FL 33913

PENALTIES

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.

**EXHIBIT B
FEE SCHEDULE**

<i>Fee Schedule - City Of Palms Park</i>			
Section A. Event Areas	Attendance Level	Price	
Stadium Bowl	50-499	\$200.00	
	500-1499	\$300.00	
	1500-2999	\$400.00	
	3000-5999	\$450.00	
	(Maximum Capacity) 6000+	\$500.00	
Section B. Restrooms	Base Price Per Restroom	Quantity of Restrooms	Price
Office Areas			
1st Floor Office Area	\$10.00	1	\$10.00
2nd Floor Office Area	\$10.00	1	\$10.00
3rd Floor Suite Area	\$10.00	3	\$30.00
3rd Floor Press Area	\$10.00	2	\$20.00
Clubhouse			
Home Club House	\$10.00	2	\$20.00
Visitor Clubhouse	\$10.00	2	\$20.00
Dugouts - 1st & 3rd Base	\$10.00	2	\$20.00
Concourse Restrooms			
	\$10.00		\$20.00
Concourse Family Restroom		2	
	\$35.00		\$70.00
Concourse Womens Restroom		2	
	\$35.00		\$70.00
Concourse Men's Restroom		2	
	\$35.00		
Umpire Locker Room	\$10.00	1	\$10.00
First Aide / Security Room	\$5.00	1	\$5.00

Section C. Other Areas / Rooms	Base Price Per Room	Quantity of Rooms	Price
3rd Floor Press Area/Rooms	\$10.00	9	\$90.00
3rd Floor Suites	\$10.00	3	\$30.00
2nd Floor Offices	\$10.00	5	\$50.00
1st Floor Offices (near elevator)	\$10.00	3	\$30.00
1st Floor Offices (near Ticket Office)	\$5.00	7	\$35.00
First Aide / Security Room	\$10.00	1	\$10.00
Souvenir Shop	\$10.00	1	\$10.00
Visitor's Clubhouse	\$15.00	2	\$30.00
Stairwells	\$10.00	4	\$40.00
Elevator / Lobby Areas	\$10.00	4	\$40.00
Section D. Lee County Utilities Office, (service once per week)	Base Price Per Foot	Quantity of Feet	Price
Offices / Rooms - 4003 total sq ft	\$0.03	4,003.00	\$120.09
Section E. Other Services	Price Per Hour		
Day Porters - Male & Female (per event)	\$20.00		
On Demand Cleaning - Less than 500 attendees	\$20.00		
On Demand Pressure Washing Service (Stadium Bowl)	\$40.00		
On Demand Cleaning of any section with County Supplied Equipment	\$20.00		

Fee Schedule - Player Development Center			
Section A. Event Areas	Price Per Area	Quantity of Areas	Price
Baseball Field Stands	\$15.00	\$5.00	\$75.00
Section B. Restrooms	Price Per Restroom	Quantity of Restrooms	Price
Maintenance Building			
- Area "A"	\$5.00	2	\$10.00
- Area "B"	\$5.00	1	\$5.00
Outdoor Restroom Building			
Men	\$7.50	1	\$7.50
Women	\$7.50	1	\$7.50
Club House			
Office Area			
Men	\$5.00	1	\$5.00
Women	\$5.00	1	\$5.00
Umpire Room	\$5.00	1	\$5.00
Coach's Locker Room	\$10.00	1	\$10.00
Player's Locker Room Area "A"	\$30.00	1	\$30.00
Player's Locker Room Area "B"	\$30.00	1	\$30.00
Tower Building (Between Fields)	\$7.50	1	\$7.50
Section C. Other Areas / Rooms	Base Price Per Area	Quantity of Areas	Price
Club House			
West Office Area	\$5.00	1	\$5.00
East Office Area	\$5.00	1	\$5.00
Kitchen	\$10.00	1	\$10.00
East All-Purpose Rooms	\$5.00	1	\$5.00
North All-Purpose Rooms	\$5.00	1	\$5.00

Trainer's Tub & Spa Room	\$15.00	1	\$15.00
Player's Locker Room	\$22.00	2	\$44.00
Umpire Locker Room	\$15.00	1	\$15.00
Coach's Locker Room	\$10.00	1	\$10.00
Laundry Room	\$5.00	1	\$5.00
Section D. Other Services	Price Per Hour		
Day Porters - Male & Female	\$20.00		
On Demand Cleaning - Less than 500 attendees	\$20.00		
On Demand Pressure Washing Service	\$40.00		
On Demand Cleaning of any section with County Supplied Equipment	\$20.00		

Fee Schedule - Terry Park			
Section A. Event Areas	Base Price Per Area	Quantity of Areas	Price
Baseball Field Stands	\$ 30.00	3	\$90.00
Section B. Restrooms / Showers	Base Price Per Restroom	Quantity of Restrooms	Price
Maintenance Building	\$ 10.00	1	\$10.00
Club House 1			
Men w/ showers	\$ 20.00	1	\$20.00
Women w/ showers	\$ 20.00	1	\$20.00
Club House 2			
Men w/ showers	\$ 15.00	1	\$15.00
Outdoor Restroom Complex (large)			
Men	\$ 17.50	1	\$17.50
Women	\$ 17.50	1	\$17.50
Outdoor Restroom Complex (small)			
Men	\$ 13.00	1	\$13.00
Women	\$ 13.00	1	\$13.00
Admin			
Men	\$ 10.00	1	\$10.00
Women	\$ 10.00	1	\$10.00
Annex Building			
Men	\$ 10.00	1	\$10.00
Women	\$ 10.00	1	\$10.00
Section C. Other Areas / Rooms	Base Price Per Area	Quantity Per Area	Price
Administration Office 1st Floor (Serviced Mon - Fri)			
Entry Areas	\$ 5.00	4	\$20.00
Offices	\$ 5.00	1	\$5.00
Meeting Rooms	\$ 5.00	1	\$5.00
Common Area	\$ 5.00	1	\$5.00

Administration Office 2nd Floor (Serviced Mon - Fri)			
Offices	\$ 15.00	1	\$15.00
Stairs	\$ 3.00	1	\$3.00
Annex Building (Serviced Mon - Fri)			
Exterior Entry Areas	\$ 5.00	3	\$15.00
Offices	\$ 5.00	1	\$5.00
Common Areas	\$ 5.00	1	\$5.00
Clubhouse 1			
Coach's Office	\$ 5.00	1	\$5.00
Trainer's Room	\$ 10.00	1	\$10.00
Mai Locker Room	\$ 10.00	1	\$10.00
Exterior Entry Area	\$ 5.00	3	\$15.00
Clubhouse 2			
Umpire's Entry / Area	\$ 5.00	1	\$5.00
Staff Breakroom	\$ 7.50	1	\$7.50
Field Concession Building	\$ 5.00	1	\$5.00
Section D. Other Services		Price Per Hour	
Day Porters - Male & Female		\$20.00	
On Demand Cleaning - Less than 500 attendees		\$20.00	
On Demand Pressure Washing Service		\$40.00	
On Demand Cleaning of any section with County Supplied Equipment		\$20.00	

Fee Schedule - Jet Blue Stadium			
Section A. Spring Training Game	Price	Quantity	Price Per Game
Pre-Game Cleaning	\$120.00	1	\$120.00
Post- Game Trash/Debris removal / Cleaning	\$120.00	1	\$120.00
Restroom Attendants (male & female all locations) during game	\$600.00	1	\$600.00
Post-game Restroom Cleaning:	\$10.00	16	\$160.00
Section B. Restrooms	Base Price Per Restroom	Quantity of Restrooms	Price
<u>Area 1</u>			
1st Floor Concourse Stadium Public Restrooms			
Men	\$30.00	4	\$120.00
Women	\$30.00	5	\$150.00
Family	\$10.00	4	\$40.00
Monster Deck Level Restrooms			
Men	\$10.00	1	\$10.00
Women	\$10.00	1	\$10.00
Family	\$10.00	1	\$10.00
<u>Area 2</u>			
Cloverleaf Public Restrooms			
Men	\$15.00	1	\$15.00
Women	\$15.00	1	\$15.00
<u>Area 3</u>			
Stadium Dugout Restrooms (1st & 3rd base)			
Unisex	\$15.00	2	\$30.00
Stadium Bullpen Restrooms			

Unisex	\$15.00	2	\$30.00
Umpire Room	\$10.00	1	\$10.00
1st Aid Room	\$5.00	1	\$5.00
Ticket Office Restroom	\$5.00	1	\$5.00
Center Field Restroom	\$10.00	1	\$10.00
2nd Floor Control Room			
Men	\$10.00	1	\$10.00
Women	\$10.00	1	\$10.00
2nd Floor Press Dining Restroom			
Men	\$10.00	1	\$10.00
Women	\$10.00	1	\$10.00
Section C. Events	Attendance Level	Price	
Stadium Spring Training	9750	\$2,200.00	
Stadium Other Events (i.e. concert)	500 - 1499	\$1,300.00	
	1500 - 4999	\$1,300.00	
	5000+	\$1,300.00	
Other non-stadium Events	500 - 1499	\$950.00	
	1500 - 4999	\$1,300.00	
	5000+	\$1,300.00	
	Price Per Hour		
Restroom Attendant - Male & Female	\$20.00		
On Demand Cleaning	\$20.00		
On Demand Pressure Washing	\$40.00		

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's 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, and 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)
- \$500,000 bodily injury per person
- \$1,000,000 bodily injury per accident
- \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, 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. **Employee Fidelity Bond** – Providing protection from losses incurred by dishonest acts of the Vendor's employees. Coverage shall not be less than \$100,000.

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

Verification of Coverage:

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

a. The certificate holder shall read as follows:

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

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

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.
3. Please the project name and number in the Description of Operations box.
4. 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+ Class VII or better.

EXHIBIT D CLEANING TASK CHECKLIST

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.							