



Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

INVITATION TO BID (B)

Solicitation No.: **B170113DKR**

---

Solicitation Name: **Pressure Washing Services County Wide**

---

Open Date/Time: **11/22/2017** Time: **2:30 PM**

---

Location: **Lee County Procurement Management  
1500 Monroe Street 4th Floor  
Fort Myers, FL 33901**

---

Procurement Contact: **Donald Keith Raney** Title **Procurement Analyst**

Phone: **(239) 533-8881** Email: **[draney@leegov.com](mailto:draney@leegov.com)**

Requesting Dept. **COUNTY WIDE**

**Pre-Bid Conference:**

Type: **NON-Mandatory**

Date/Time: **11/9/2017 10:00 AM**

Location: **City of Palms Park 2201 Edison Ave. Ft. Myers, Florida 33901**

Location: **Site visits to the other County owned stadiums will follow.**

All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)



**Notice to Bidder**

**Invitation to Bid #B170113DKR Pressure Washing Services County Wide**

**Invitation to Bid (B)**

Lee County, Florida, is requesting bids from qualified individuals/firms for  
**Pressure Washing Services County Wide**

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 solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

**2:30 PM Wednesday, November 22, 2017**

to the office of the **Procurement Management Director, 1500 Monroe Street, 4<sup>th</sup> Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from [www.leegov.com/procurement](http://www.leegov.com/procurement). Bidders who obtain Scope of Work/Specifications from sources other than [www.leegov.com/procurement](http://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](http://www.leegov.com/procurement). It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

**A Non-Mandatory Pre-Bid Conference has been scheduled for the following time and location:**

**11/9/2017 at 10:00 A.M. at City of Palms Park 2201 Edison Ave. Ft. Myers, Florida 33901**

Site visits to the other County owned stadiums will follow for the purpose of discussing the proposed project. Prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans, specifications, and scope of work for this bid before the pre-bid conference so that they may be prepared to discuss any question or concerns they have regarding this project. A site visit may follow the pre-bid conference. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours. **Donald Keith**

**Raney Draney @leegov.com**

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN  
Procurement Management Director

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

## Terms and Conditions

### INVITATION TO BID (B)

#### 1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. 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. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
  - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
  - 2.1.2. Lee County Procurement Management Manual and Ordinances
  - 2.1.3. Change Order
  - 2.1.4. Agreement
  - 2.1.5. Addenda
  - 2.1.6. Special Conditions
  - 2.1.7. Detailed Scope of Work/Specifications
  - 2.1.8. Supplemental Information, if any
  - 2.1.9. Terms and Conditions

#### 3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder 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 Management Manual
  - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such

time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.

- 3.1.3. FL § 215 regarding scrutinized companies and business operations.
  - 3.1.4. FL § 218 Public Bid Disclosure Act.
  - 3.1.5. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
  - 3.1.6. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
  - 3.1.7. 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 Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
  - 3.3. **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.
4. **BID – PREPARATION OF SUBMITTAL**
- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
    - 4.1.1. Marked with the words “Sealed Bid”
    - 4.1.2. Bid Number
    - 4.1.3. Bid Title
    - 4.1.4. Bid Due Date
    - 4.1.5. Name of the firm submitting the bid
    - 4.1.6. Contact e-mail and telephone number
  - 4.2. **Bid submission shall include:**
    - 4.2.1. Provide two (2) hard copies. Mark each: one “Original”, one “Copy”
    - 4.2.2. Provide one (1) electronic CD ROM or flash drive set of the entire submission documents.
    - 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
    - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
    - 4.2.5. Use rewritable CD ROM and do not lock files.
  - 4.3. **Submission Format:**
    - 4.3.1. 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.
    - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
    - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
    - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD ROM or Flash drive.
    - 4.3.5. The submission should not contain links to other web pages.
    - 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
    - 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
  - 4.4. **Preparation Cost:** The Bidder 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 bid, or for any travel and per diem costs that are incurred by any Bidder.

## 5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder's sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.
- 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder'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. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders 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 bidder to perform.
  - 6.1.1. Bids may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, bidders 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 bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
  - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
  - 6.1.3. Any bidder or sub-contractor 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 bidder or sub-contractor.
- 6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

## 7. PRE-BID CONFERENCE

- 7.1. A pre-bid 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-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference 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 bid 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-bid conference, as applicable.
- 7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

## 8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each bidder 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 bid shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the bid is due.**

- 8.2. Response(s) will be in the form of an Addendum posted on [www.leegov.com/procurement](http://www.leegov.com/procurement). It is solely the bidder'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. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of 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 bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid 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 bid 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. NEGOTIATED ITEMS

- 11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
- 11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 11.3. 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., if in its sole judgment, the County considers such adjustments to be in their best interest.



12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 12.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

13. CONFIDENTIALITY

- 13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
- 13.2. If information is submitted with a bid that is deemed “Confidential” the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
- 13.3. 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 FL § 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.

14. BID -- CONFLICT OF INTEREST

- 14.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.

15. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 15.1. Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder 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 Bidder/Proposer maybe declared non-responsible.**

16. DRUG FREE WORKPLACE

- 16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, FL §.

17. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 17.1. The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
- 17.2. As requested in the required forms the Bidder is required to indicate whether they and/or any proposed sub-contractor(s) are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs 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 certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms, as defined and certified by the State of Florida Office of Supplier Diversity (Minority), are encouraged to respond.

18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 18.1. The bidder agrees to comply, in accordance with FL § 287.134, 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.

- 18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder 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.
- 18.3. The bidder 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 bidder 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.
- 18.4. 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.

#### 19. LOCAL BIDDER'S PREFERENCE

- 19.1. The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3% of the total amount quoted by that firm.
- 19.2. "Local Contractor/Vendor" as noted in Ordinance No. 08-26, or revision thereof, shall be defined as:
  - 19.2.1. Any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, Florida

OR

  - 19.2.2. Any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

#### 20. SUB-CONTRACTOR

- 20.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

#### 21. BID - PROJECT GUIDELINES (as applicable)

- 21.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall serve as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
  - 21.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
  - 21.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
  - 21.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
  - 21.1.4. 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.
  - 21.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
  - 21.1.6. 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.

#### 22. BID – TIEBREAKER



- 22.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders the following steps will be taken to establish the award to the lowest bidder. This method shall be used for all ties.
- 22.1.1. Step 1 Local Bidder: Between a local business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local business. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
- 22.1.2. Step 2 Drug Free Workplace: At the conclusion of step 1 if all is equal, the vendor with a Drug Free Workplace program shall be given preference, over a vendor with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of FL § 287.087.
- 22.1.3. Step 3 Coin Flip: At the conclusion of Step 1, and Step 2 if all is equal, the contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.
- 22.2. When the tie has been determined the contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 22.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder.

## 23. WITHDRAWAL OF BID

- 23.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 23.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 23.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
- 23.3.1. The bidder acted in good faith in submitting the bid,
- 23.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
- 23.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
- 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

## 24. PROTEST RIGHTS

- 24.1. 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.
- 24.2. “Decisions” are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. ([www.leegov.com/procurement](http://www.leegov.com/procurement))
- 24.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 24.4. 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 by 4:00 PM on the 3<sup>rd</sup> working day after the decision** affecting your rights is posted on the Lee County website.
- 24.4.1. The notice must clearly state the basis and reasons for the protest.
- 24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time will be granted for mailing.

- 24.5. To secure the right to protest a **“Protest Bond”** and written **“Formal Protest”** document must be filed **within 10 calendar days** after the date of **“Notice of Intent to File a Protest”** is received by the Procurement Management Director.
- 24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of the right to protest and bar any resulting claims.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract 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.

26. CONTRACT ADMINISTRATION

26.1. **Designated Contact:**

- 26.1.1. The awarded bidder 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.
- 26.1.2. Lee County requires that the awarded bidder 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.

26.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 26.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual Agreement/Contract of both parties.**
- 26.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 26.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

26.3. **BID – Basis of Award:**

- 26.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 26.3.2. In the event the lowest responsive and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 26.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsive and responsive bidder(s) within the category chosen for basis of award.
- 26.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.

26.4. **Agreement/Contracts/Contracts:**

- 26.4.1. The awarded bidder 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>.

26.5. **Records:**

- 26.5.1. **Retention:** The bidder 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 bidder 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.
- 26.5.2. **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:

- 26.5.2.1. Keep and maintain public records required by the County to perform the service.
- 26.5.2.2. 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.
- 26.5.2.3. 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.
- 26.5.2.4. 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.

26.5.3. Public Record: **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, <http://www.leegov.com/publicrecords>.**

26.5.4. 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 bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

#### 26.6. **Termination:**

- 26.6.1. Any Agreement/Contract 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 vendor, 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.
- 26.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
- 26.6.3. Any bidder 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.
- 26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
  - 26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

- 26.6.4.2. 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 (FL §215.473);
- 26.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
- 26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)
- 26.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

## 27. WAIVER OF CLAIMS

- 27.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

## 28. LEE COUNTY PAYMENT PROCEDURES

- 28.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:  
**Lee County Finance Department**  
**Post Office Box 2238**  
**Fort Myers, FL 33902-2238**
- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 28.3. 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.
- 28.4. 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 bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

## 29. MATERIAL SAFETY DATA SHEETS (MSDS) (as applicable)

- 29.1. 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.

## 30. DEBRIS DISPOSAL (as applicable)

- 30.1. Unless otherwise stated, the bidder 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.

## 31. SHIPPING (as applicable)

- 31.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders 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.
- 31.2. The materials and/or services delivered under the bid 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.

## 32. INSURANCE (AS APPLICABLE)

- 32.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.

End of Terms and Conditions Section

## INSURANCE GUIDE

**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:

\$500,000 per occurrence  
\$1,000,000 general aggregate  
\$500,000 products and completed operations  
\$500,000 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:

\$500,000 combined single limit (CSL)  
\$300,000 bodily injury per person  
\$500,000 bodily injury per accident  
\$300,000 property damage per accident

- 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:

\$100,000 per accident  
\$100,000 disease limit  
\$500,000 disease – policy limit

\*The required minimum limit of liability shown in a; b; c; 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. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section



## **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. TERM

Multi-year Renewals: The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a one-year (1) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful bidder at the time of extension or renewal for three (3), additional one (1) year periods.

### 2. BASIS OF AWARD

The basis of award for this bid will be the lowest, responsive, responsible, and qualified bidder(s) meeting all specifications per category. The County reserves the right to award this contract to more than one bidder per category. A bidder can bid one or more category, but is not obligated to bid all four categories.

Lee County reserves the right, at the Procurement Director's discretion, not to award certain items listed.

### 3. BIDDER/SUB-CONTRACTOR RELATIONSHIP

The prime bidder/contractor on a project may not also be listed as a sub-contractor to another firm submitting a bid for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple submissions for the same solicitation.

End of Special Conditions Section

## **SCOPE OF WORK AND SPECIFICATIONS**

### **1.0 PURPOSE**

- 1.1 The purpose of this bid is to obtain pricing for pressure washing services for facilities throughout Lee County. This bid is in five (5) categories, Facilities, Tolls, Boardwalks and Nature Observation Areas, Buildings and Stadiums. All work performed under this bid will be on an as needed basis. Lee County makes no guarantee of work to be performed under this bid.
- 1.2 The awarded vendor per category is required to conform to all federal, state and local laws, codes, rules, regulations and requirements of Lee County.

### **2.0 CATEGORY I FACILITIES**

#### **2.1 GENERAL PROVISIONS**

- 2.1.1 The range of pressure washing shall include but not limited to horizontal, vertical, roofs and overhangs (including skylights), walls doors, windows, soffits, fascia, awnings, gutters, trim, etc. Pressure washing shall remove all foreign materials to include, mold, mildew, oil, grease, adhesives, sand and dirt. Gutters shall be cleaned out during pressure washing operations to ensure free flow from the top to bottom and windows shall be squeegeed dry to leave a clear streak free finish. Sidewalks, within ten feet (10') of the building, and entrance pads shall include washing all concrete floors and removing grease and oil using appropriate environmentally friendly cleaners.
- 2.1.2 Additional items may include boat/kayak ramps, docks, decks, railings, piers, buildings, sidewalks, restrooms, playgrounds, shelters, etc.
- 2.1.3 Contractors shall have the technical knowledge to support correct application of pressure and any chemicals used in the pressure washing and window cleaning processes.
- 2.1.4 Contractors will provide all apparatus for safe operation at heights. This will include, but not limited to, ladders scaffolds, man-lifts, rigging, anchor freestanding counterweight systems, ropes, chairs, harnesses, squeegees, etc.
- 2.1.5 Do not allow any runoff or disposal via the storm water system. Cover or curb work areas to collect all non-regulated wastewaters for disposal via the sanitary sewage system.
- 2.1.6 No discharges of wastewater to storm water systems, such as storm drains or ditches. No discharge of wastewater to streams or rivers.
- 2.1.7 Contractor shall take necessary precautions to prevent water and/or chemicals from damaging the roof and accessories. Any damage to existing utilities, equipment, finished surfaces resulting from the performance of this contract shall be repaired to the satisfaction of Lee County at the vendor's expense.
- 2.1.8 Brush cleaning and low pressure cleaning shall be used if necessary to avoid damage to particular building exteriors.
- 2.1.9 When specifically requested, window cleaning shall include a thorough cleaning of all windows and shall remove all foreign material to include, but not limited to, mold mildew, oil, grease, adhesives, sand, and

dirt. Windows shall have a streak free clear finish. Windows shall be hand washed and hand dried using microfiber towels and squeegees. Windows shall only be cleaned on the exterior.

2.1.10 For buildings constructed with Insulated Concrete Forms (ICF) such as the Six Mile Cypress Interpretive Center, the water stream should be directed downward to avoid driving water up under the hardboard which covers ICF.

## **2.2 CHEMICALS**

2.2.1 All chemicals used for the performance of this contract shall be “Green Seal” labeled or equivalent. Chemicals used shall be environmentally safe and non toxic. **A list of chemicals to be used shall be provided with this bid.**

2.2.2 Use only biodegradable and non-toxic chemical products. Ensure that any regulated contaminants including heavy metals, oils or greases are disposed of properly. Do not allow any runoff or disposal via the storm water system. Product used must not be harmful to grass.

2.2.3 All chemical containers and residual contained chemicals will be the responsibility of the awarded Contractor. No chemicals of any type shall be disposed of at or on County property.

2.2.4 Some areas require water to be trucked in, most have a water source that can be utilized.

2.2.5 The apparent successful proposer shall furnish MSDS/SDS sheets on all chemicals to be utilized under this request for proposal, within 10 days after the award of the bid.

## **2.3 BUSINESS HOURS OF OPERATION**

2.3.1 Hours of operation shall be specified based on individual project requirements. Timing of work is critical. Most work will be required to be completed after hours and/or on weekends. For facilities where public usage is high on weekends, weekend work may not be possible. At no point shall the Contractor’s work interfere with the day to day operations of Lee County.

## **2.4 CLEAN UP**

2.4.1 All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County’s Project Manager.

2.4.2 The Contractor shall remove surplus material, equipment, and debris from the site and leave the site clean and neat.

2.4.3 All work must be cleaned up prior to the next business day.

## **2.5 LABOR, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR**

2.5.1 Unless otherwise stated in this solicitation the Contractor shall furnish all labor, equipment, and materials necessary for satisfactory contract performance.

## **2.6 FINAL REPAIR AND CLEAN-UP**

- 2.6.1 The Contractor shall repair any areas of the site damaged as a result of the work at his own expense.
- 2.6.2 Like kind and quality of materials shall be used. All repairs shall be deemed acceptable only when they approved by the County's Project Manager.
- 2.6.3 All work shall be completed using the least invasive methods as possible.
- 2.6.4 At no time shall the specified work interfere with the regular operating hours of Lee County.
- 2.6.5 The Contractor must have ample cleaning supplies and equipment. At no time shall the Contractor use County cleaning supplies or equipment.

## **2.7 PROTECTION OF PROPERTY**

- 2.7.1 All existing structures, utilities, services, roads, trees, shrubbery, and property both public and in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

## **2.8 SUPERVISION**

- 2.8.1 The Contractor shall provide necessary supervision while working on County projects. The Contractor's supervisor shall be literate and be able and to communicate fully in the English language, because of the necessity to read product labels, job instructions, and signs, as well as the need for conversing with management personnel. The Contractor's supervisor shall also be capable of communicating fully with all of their employees in the event they do not speak English. The County's Project Manager will be the sole judge of the communication level. The supervisor shall have a cell phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's Project Manager.

## **2.9 STAFF**

- 2.9.1 The Contractor shall provide adequate personnel, trained in all facets of pressure washing cleaning to properly and satisfactorily complete the County's projects and provide aesthetically pleasing and completely acceptable work.
- 2.9.2 The Contractor shall demonstrate the ability to provide trustworthy, reliable employees.
- 2.9.3 The Contractor's employees shall be neat and clean in appearance and shall have a uniform or other identification that clearly identifies them as employees of the Contractor.
- 2.9.4 A dress code for Contractor's employees shall consist of shirts, pants and work shoes/boots.

## **2.10 INSPECTION**

2.10.1 Lee County reserves the right to inspect all contracted work areas prior to commencement and all work prior to payment. The awarded vendor(s) shall promptly correct all work rejected by an authorized Lee County representative at no additional cost to the County.

## **3.0 CATEGORY II TOLLS**

### **3.1 SITE CHANGES**

3.1.1 Lee County may, at their sole discretion, add new areas of dissimilar nature or alter sites, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County Representative with the Procurement Management Director's approval.

3.1.2 Lee County reserves the right to delete or cancel any site at the quoted price.

3.1.3 Lee County at their sole discretion can change, add, delete or cancel any site at any time.

3.1.4 Lee County at their sole discretion can negotiate with the vendor for any additional areas or services.

### **3.2 TRAFFIC CONTROL**

3.2.1 The contractor shall adhere to the requirements of the current edition of the U.S. DOT Manual on Uniform Traffic Control Devices (MUTCD).

3.2.2 For operations requiring closure of travel lane(s), Contractor shall comply with the Florida DOT Standard Specifications for Road and Bridge Construction, current edition, Section 102.

3.2.3 For Traffic Control through Work Zones please reference the current edition of the FDOT "Design Standards" Index 600 Series.

3.2.4 At least one person with an Intermediate Level Maintenance of Traffic (MOT) should be on sight at all times. Please furnish copies of the certificates of all the employees who will be working.

### **3.3 DESCRIPTION**

3.3.1 Work to be performed consists of providing all labor, materials, equipment and incidentals necessary to pressure clean, chemically clean and vacuum toll plaza facilities as described in these specifications. The toll plaza cleaning shall include external masonry, concrete and stucco walls, brick walls, concrete divider islands, tile areas, stairwells, lane slabs (including tar and asphalt buildup removal) walkways, sidewalks, traffic control light, attenuators, the entire toll canopy (including signs) and its support columns.

3.3.2 Care shall be taken to avoid any paint removal. It may be necessary to hand scrub certain areas for thorough cleaning.

3.3.3 Vacuuming includes the area within the lanes and around and under the attenuators.

### **3.4 LOCATION**

3.4.1 Work shall be performed at the following toll facility locations:

- A. Cape Coral Toll Facility, 10100 College Parkway, Fort Myers
- B. Midpoint Memorial Toll Facility, 1930 SE 23<sup>rd</sup> Terrace, Cape Coral
- C. Sanibel Toll Facility, 18700 McGregor Blvd., Fort Myers
- D. LeeWay Service Center, 1366 Colonial Blvd., Fort Myers

### **3.5 CONTRACTOR RESPONSIBILITIES**

- 3.5.1 The Contractor shall provide at least one person in charge at all times that speaks and understands English.
- 3.5.2 The Contractor shall provide all labor, materials, tools, equipment and incidentals (including water if not available at the facility) necessary to perform the work as specified. Contractor shall use cleaners, degreasing agents and other approved means to remove all dirt, oil, tar, exhaust residue, spider webs and egg sacs, mud dauber nests, bird droppings, and any other deposit or film which may be present on the exterior of the buildings. Streaking of surfaces will not be allowed and manual scrubbing may be required in order to attain the desired results. Materials Safety Data Sheets (MSDS) for all chemicals used shall be submitted by the Contractor to the Toll Facilities Manager prior to use on the project.
- 3.5.3 The Contractor shall clean toll booths, red/green traffic lights, all canopy signs and toll booth air conditioner cover. Cleaning methods for these and any other sensitive mechanisms shall be by hand and care shall be taken by the Contractor to ensure that water does not intrude into the sensitive electronics or into the inside of the toll booth. These items shall be protected during all times when water intrusion could occur. The toll booths and all equipment are to be cleaned according to the manufacturer's specifications or recommendation for cleaning this type of equipment. Contractor shall protect the equipment of the Toll Facility during the time that cleaning is in progress. Contractor shall be responsible for any and all damage to the property of the Toll Facility and to the public moving through the toll facility caused by Contractor's operations. Only the exterior of the equipment is to be cleaned.
- 3.5.4 Contractor shall not store any equipment, vehicles or materials at any toll plaza site.
- 3.5.5 Upon completion of each day's work, the Contractor shall ensure that the plaza or other facilities being cleaned are free from debris caused by the work and shall remove and dispose of such debris off Toll Facilities right-of-way.
- 3.5.6 Within ten (10) calendar days after receipt of the notice of award from the Procurement Management Department, Contractor shall submit to the Toll Facilities Manager for approval, two (2) copies of the proposed plan and methods for performing the work including a list of equipment and personnel anticipated for use. The submittal shall also include the Contractor's safety and maintenance of traffic plan showing the proposed methods of ensuring safety and minimum interference with normal traffic flow on the Toll Facility's travel lanes and other affected roadways. Approval of the Contractor's safety and traffic plan(s) shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by operation of Contractor's equipment and/or personnel.
- 3.5.7 All lane cleaning and canopy cleaning work shall be performed beginning between the hours of 6:00 p.m. to 10:00 p.m. and ending by 6:00 a.m., local time, unless otherwise approved by the Toll Facility Manager. Adequate lighting shall be provided by the Contractor. All other cleaning may be performed during daylight hours with the approval of the Toll Facility Manager.
- 3.5.8 The Contractor shall coordinate, and receive authorization from, the Toll Facilities Manager before any lanes are closed.



3.5.9 Contractor's equipment shall meet the following minimum requirements:

- a. Sufficient high pressure cleaning equipment, independently powered and capable of a sustained operation at a minimum of 3,000 PSI of output water pressure. Under extreme conditions, higher pressures may be necessary with no water heating requirement. This equipment shall also have the capability of heating the output water to a minimum temperature of 210 degrees Fahrenheit and must be designed to apply cleaning agents to surfaces to be cleaned in a volume sufficient to attain the desired cleaning results.
- b. Mobile work platform capable of reaching a minimum of 18 foot rise above ground level and meeting OSHA standards.
- c. Equipment must be capable of removing tar and asphalt build-up on lanes where identified during on-site inspection. The Contractor shall perform this work in such a manner as to avoid any damage to the reflective pavement markers, embedded electronic sensors, concrete surface, and expansion joints. Portable lighting equipment, self contained and capable of illuminating the work sufficiently to ensure adequate visibility to accomplish the desired cleaning results during night - time operations.

3.5.10 Contractor shall employ sufficient traffic control devices to identify his personnel and equipment as an obstacle to oncoming traffic and to divert traffic to open, unobstructed lanes.

3.5.11 Contractor shall provide signage and/or barriers, which will adequately alert oncoming traffic that lanes are closed for facility cleaning.

3.5.12 Contractor's employees and subcontractors shall wear orange safety vests at all times when working at toll plazas.

3.5.13 Chemical cleaners that are used on surfaces in areas of plants and grass shall not be harmful to vegetation. Care shall also be taken to avoid any damage to plants, shrubs and trees by the Contractor's equipment or personnel.

3.5.14 Any significant standing water remaining at the facility when cleaning has concluded shall be removed. The Contractor's plan for performing the work shall indicate methods of proper disposal of all materials (i.e. water run-off). At the completion of the cleaning operation for each individual lane, and prior to opening the lane to patron traffic, the Contractor shall remove any standing water from the lane, its approach and the exit area.

3.5.15 During the cleaning of multi-lane facilities, the Contractor shall provide a method of protecting patron vehicles from sprayed water and chemicals/cleaner. The Contractor shall detail this method of protection in the plan for performing the work.

3.5.16 Areas to be cleaned by the Contractor include the following:

- a. Administration Buildings, other facilities (LeeWay Service Center) and Sidewalks - Buildings shall be cleaned from roof edge to ground, including windows and doors. To includes dumpster enclosures (inside & out), Smoking areas (includes pan roofs where applicable) screen enclosures, fuel tank platform, stair walls, breezeway, handrails, elevator outside wall, storage shed/warehouse, loading dock area, stone facility sign, fences (PVC and concrete) and parking lot stains/car stops.
- b. Canopies\* and Columns - Toll canopies and their supporting columns, including any installed skylights, canopy signs, steel/concrete bollards and gatorheads, and awning between Cape Coral Facility and canopy. Note: \*low PSI around canopy lights, cameras, and camera brackets.
- c. Traffic Lane and Walkways - From the expansion joint at the end of the gatorheads including under impact attenuators as required, to the corresponding expansion joint on the opposite end of the lane. All concrete islands and stairways to tunnel doors and Administration Building where applicable. This task includes gatorheads, barrier (knee) walls, concrete bollards and all signs on islands.
- d. Toll Booths and Lane Equipment - Hand wash all Booths and Equipment.
- e. Tar and Asphalt Removal (as needed) – Removal of the tar and asphalt build-up from the traffic lanes. As described, this will be as a cleaning as needed which will be a per square foot charge.
- f. Visual Walls – Separates ORT Lanes from booth lanes. The wall is 4,306 square feet which includes only side facing booths.

3.5.17 Note: (Optional Cleaning) The Toll Facilities Manager may request additional cleaning of toll plaza components as needed.

#### **4.0 CATEGORY III BOARDWALKS AND NATURE OBSERVATION AREAS**

- 4.1 This category is specifically for boardwalks and nature observation areas (shelters, observation decks, amphitheaters) within natural areas. These amenities may be composed of wood or recycled materials such as Trex, TanDeck or similar materials. The range of pressure washing shall include walking surfaces, benches, shelters (inside and outside of roof structures), and inside and outside of side rails and top rails. Pressure washing shall remove all foreign materials to include, mold, mildew, oil, grease, adhesives, sand and dirt.
- 4.2 Contractors shall have the technical knowledge to support correct application of pressure. The use of cleaning solutions, chemicals, and treated water are prohibited.
- 4.3 Water may be retrieved on-site from natural water sources. Some locations require the Contractor to bring in their own water supply.

## 4.4 CHEMICALS

- 4.4.1 All chemicals used for the performance of this contract shall be “Green Seal” labeled or equivalent equal. Chemicals used shall be environmentally safe and non toxic. **A list of chemicals to be used shall be provided with this bid.**
- 4.4.2 Use only biodegradable and non-toxic chemical products. Ensure that any regulated contaminants including heavy metals, oils or greases are disposed of properly. Do not allow any runoff or disposal via the storm water system. Product used must not be harmful to grass.
- 4.4.3 All chemical containers and residual contained chemicals will be the responsibility of the awarded Contractor. No chemicals of any type shall be disposed of at or on County property.
- 4.4.4 The apparent successful proposer shall furnish MSDS/SDS sheets on all chemicals to be utilized under this request for proposal, within 10 days after the award of the bid.

## 5.0 CATEGORY IV BUILDINGS

### 5.1 GENERAL PROVISIONS

- 5.1.1 The range of pressure washing shall include but not limited to horizontal, vertical, roofs and overhangs (including skylights), walls doors, windows, soffits, fascia, awnings, gutters, trim, etc. Pressure washing shall remove all foreign materials to include, mold, mildew, oil, grease, adhesives, sand and dirt. Gutters shall be cleaned out during pressure washing operations to ensure free flow from the top to bottom and windows shall be squeegeed dry to leave a clear streak free finish. Sidewalks, within ten feet (10’) of the building, and entrance pads shall include washing all concrete floors and removing grease and oil using appropriate environmentally friendly cleaners.
- 5.1.2 Contractor shall be high-rise certified.
- 5.1.3 Contractors shall have the technical knowledge to support correct application of pressure and any chemicals used in the pressure washing and window cleaning processes.
- 5.1.4 Contractors will provide all apparatus for safe operation at heights. This will include, but not limited to, ladders scaffolds, man-lifts, rigging, anchor freestanding counterweight systems, ropes, chairs, harnesses, squeegees, etc.
- 5.1.5 Do not allow any runoff or disposal via the storm water system. Cover or curb work areas to collect all non-regulated wastewaters for disposal via the sanitary sewage system.
- 5.1.6 No discharges of wastewater to storm water systems, such as storm drains or ditches. No discharge of wastewater to streams or rivers.
- 5.1.7 Contractor shall take necessary precautions to prevent water and/or chemicals from damaging the roof and accessories. Any damage to existing utilities, equipment, finished surfaces resulting from the performance of this contract shall be repaired to the satisfaction of Lee County at the vendor’s expense.
- 5.1.8 Brush cleaning and low pressure cleaning shall be used if necessary to avoid damage to particular building exteriors.

5.1.9 When specifically requested, window cleaning shall include a thorough cleaning of all windows and shall remove all foreign material to include, but not limited to, mold mildew, oil, grease, adhesives, sand, and dirt. Windows shall have a streak free clear finish. Windows shall be hand washed and hand dried using microfiber towels and squeegees. Windows shall only be cleaned on the exterior.

5.1.10 For buildings constructed with Insulated Concrete Forms (ICF) such as the Six Mile Cypress Interpretive Center, the water stream should be directed downward to avoid driving water up under the hardiboard which covers ICF.

## **5.2 CHEMICALS**

5.2.1 All chemicals used for the performance of this contract shall be “Green Seal” labeled or equivalent equal. Chemicals used shall be environmentally safe and non toxic. **A list of chemicals to be used shall be provided with this bid.**

5.2.2 Use only biodegradable and non-toxic chemical products. Ensure that any regulated contaminants including heavy metals, oils or greases are disposed of properly. Do not allow any runoff or disposal via the storm water system. Product used must not be harmful to grass.

5.2.3 All chemical containers and residual contained chemicals will be the responsibility of the awarded Contractor. No chemicals of any type shall be disposed of at or on County property.

5.2.4 The apparent successful proposer shall furnish MSDS/SDS sheets on all chemicals to be utilized under this request for proposal, within 10 days after the award of the bid.

## **5.3 BUSINESS HOURS OF OPERATION**

5.3.1 Hours of operation shall be specified based on individual project requirements. Timing of work is critical. Most work will be required to be completed after hours and/or on weekends. For facilities where public usage is high on weekends, weekend work may not be possible. At no point shall the Contractor’s work interfere with the day to day operations of Lee County.

## **5.4 CLEAN UP**

5.4.1 All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County’s Project Manager.

5.4.2 The Contractor shall remove surplus material, equipment, and debris from the site and leave the site clean and neat.

5.4.3 All work must be cleaned up prior to the next business day.

## **5.5 LABOR, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR**

5.5.1 Unless otherwise stated in this solicitation the Contractor shall furnish all labor, equipment, and materials necessary for satisfactory contract performance.

## **5.6 FINAL REPAIR AND CLEAN-UP**

- 5.6.1 The Contractor shall repair any areas of the site damaged as a result of the work at his own expense.
- 5.6.2 Like kind and quality of materials shall be used. All repairs shall be deemed acceptable only when they approved by the County's Project Manager.
- 5.6.3 All work shall be completed using the least invasive methods as possible.
- 5.6.4 At no time shall the specified work interfere with the regular operating hours of Lee County.
- 5.6.5 The Contractor must have ample cleaning supplies and equipment. At no time shall the Contractor use County cleaning supplies or equipment.

## **5.7 PROTECTION OF PROPERTY**

- 5.7.1 All existing structures, utilities, services, roads, trees, shrubbery, and property both public and in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

## **5.8 SUPERVISION**

- 5.8.1 The Contractor shall provide necessary supervision while working on County projects. The Contractor's supervisor shall be literate and be able and to communicate fully in the English language, because of the necessity to read product labels, job instructions, and signs, as well as the need for conversing with management personnel. The Contractor's supervisor shall also be capable of communicating fully with all of their employees in the event they do not speak English. The County's Project Manager will be the sole judge of the communication level. The supervisor shall have a cell phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's Project Manager.

## **5.9 STAFF**

- 5.9.1 The Contractor shall provide adequate personnel, trained in all facets of pressure washing cleaning to properly and satisfactorily complete the County's projects and provide aesthetically pleasing and completely acceptable work.
- 5.9.2 The Contractor shall demonstrate the ability to provide trustworthy, reliable employees.
- 5.9.3 The Contractor's employees shall be neat and clean in appearance and shall have a uniform or other identification that clearly identifies them as employees of the Contractor.
- 5.9.4 A dress code for Contractor's employees shall consist of shirts, pants and work shoes/boots.

## **5.10 INSPECTION**

5.10.1 Lee County reserves the right to inspect all contracted work areas prior to commencement and all work prior to payment, The awarded vendor(s) shall promptly correct all work rejected by an authorized Lee County representative at no additional cost to the County.

## **6.0 CATEGORY V STADIUMS**

### **6.1 GENERAL PROVISIONS**

6.1.1 Contractor shall be high-rise certified.

6.1.2 Contractors shall have the technical knowledge to support correct application of pressure and any chemicals used in the pressure washing and window cleaning processes.

6.1.3 Contractors will provide all apparatus for safe operation at heights. This will include, but not limited to, ladders scaffolds, man-lifts, rigging, anchor freestanding counterweight systems, ropes, chairs, harnesses, squeegees, etc.

6.1.4 Do not allow any runoff or disposal via the storm water system. Cover or curb work areas to collect all non-regulated wastewaters for disposal via the sanitary sewage system.

6.1.5 No discharges of wastewater to storm water systems, such as storm drains or ditches. No discharge of wastewater to streams or rivers.

6.1.6 Contractor shall take necessary precautions to prevent water and/or chemicals from damaging the roof and accessories. Any damage to existing utilities, equipment, finished surfaces resulting from the performance of this contract shall be repaired to the satisfaction of Lee County at the vendor's expense.

6.1.7 Brush cleaning and low pressure cleaning shall be used if necessary to avoid damage to particular building exteriors.

6.1.8 When specifically requested, window cleaning shall include a thorough cleaning of all windows and shall remove all foreign material to include, but not limited to, mold mildew, oil, grease, adhesives, sand, and dirt. Windows shall have a streak free clear finish. Windows shall be hand washed and hand dried using microfiber towels and squeegees. Windows shall only be cleaned on the exterior.

6.1.9 For buildings constructed with Insulated Concrete Forms (ICF) such as the Six Mile Cypress Interpretive Center, the water stream should be directed downward to avoid driving water up under the hardboard which covers ICF.

6.1.10 All chemical containers and residual contained chemicals will be the responsibility of the awarded Contractor. No chemicals of any type shall be disposed of at or on County property.

## **6.2 BUSINESS HOURS OF OPERATION**

6.2.1 Hours of operation shall be specified based on individual project requirements. Timing of work is critical. Most work will be required to be completed after hours and/or on weekends. For facilities where public usage is high on weekends, weekend work may not be possible. At no point shall the Contractor's work interfere with the day to day operations of Lee County.



### **6.3 CLEAN UP**

6.3.1 All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's Project Manager.

6.3.2 The Contractor shall remove surplus material, equipment, and debris from the site and leave the site clean and neat.

6.3.3 All work must be cleaned up prior to the next business day.

### **6.4 LABOR, EQUIPMENT, & MATERIALS SHALL BE SUPPLIED BY THE CONTRACTOR**

6.4.1 Unless otherwise stated in this solicitation the Contractor shall furnish all labor, equipment, and materials necessary for satisfactory contract performance.

### **6.5 FINAL REPAIR AND CLEAN-UP**

6.5.1 The Contractor shall repair any areas of the site damaged as a result of the work at his own expense.

6.5.2 Like kind and quality of materials shall be used. All repairs shall be deemed acceptable only when they approved by the County's Project Manager.

6.5.3 All work shall be completed using the least invasive methods as possible.

6.5.4 At no time shall the specified work interfere with the regular operating hours of Lee County.

6.5.5 The Contractor must have ample cleaning supplies and equipment. At no time shall the Contractor use County cleaning supplies or equipment.

### **6.6 PROTECTION OF PROPERTY**

6.6.1 All existing structures, utilities, services, roads, trees, shrubbery, and property both public and in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

### **6.7 SUPERVISION**

6.7.1 The Contractor shall provide necessary supervision while working on County projects. The Contractor's supervisor shall be literate and be able and to communicate fully in the English language, because of the necessity to read product labels, job instructions, and signs, as well as the need for conversing with management personnel. The Contractor's supervisor shall also be capable of communicating fully with all of their employees in the event they do not speak English. The County's Project Manager will be the sole judge of the communication level. The supervisor shall have a cell phone in good working order provided at the Contractor's expense. This cell phone number shall be provided to the County's Project Manager.

## **6.8 STAFF**

6.8.1 The Contractor shall provide adequate personnel, trained in all facets of pressure washing cleaning to properly and satisfactorily complete the County's projects and provide aesthetically pleasing and completely acceptable work.

6.8.2 The Contractor shall demonstrate the ability to provide trustworthy, reliable employees.

6.8.3 The Contractor's employees shall be neat and clean in appearance and shall have a uniform or other identification that clearly identifies them as employees of the Contractor.

6.8.4 A dress code for Contractor's employees shall consist of shirts, pants and work shoes/boots.

## **6.9 INSPECTION**

6.9.1 Lee County reserves the right to inspect all contracted work areas prior to commencement and all work prior to payment, The awarded vendor(s) shall promptly correct all work rejected by an authorized Lee County representative at no additional cost to the County.

6.9.2 When specifically requested, window cleaning shall include a thorough cleaning of all windows and shall remove all foreign material to include, but not limited to, mold mildew, oil, grease, adhesives, sand, and dirt. Windows shall have a streak free clear finish. Windows shall be hand washed and hand dried using microfiber towels and squeegees. Windows shall only be cleaned on the exterior.

## **6.10 CHEMICALS**

6.10.1 Chemical treatment shall have a one year warranty. Any Damage from the use of chemicals is the responsibility of the vendor.

6.10.2 Chemical cleaners that are used on surfaces in areas of plants and grass shall not be harmful to vegetation. Care shall also be taken to avoid any damage to plants, shrubs and trees by the Contractor's equipment or personnel.

## **6.11 JETBLUE PARK**

6.11.1 Clean Main Stadium Light poles (6). Each one will be cleaned from top to bottom. Vendor will give price for 1 year warranty and price for 2 year warranty.

6.11.2 Clean entire stadium white canopy top and bottom, including gutters. Vendor will give price for 1 year warranty and price for 2 year warranty.

6.11.3 Clean all of JetBlue Park including but not limited to Seating Bowl, outside concrete skirt area, concourse area flat surface, coquina block to be cleaned with potable water and low pressure to remove cobwebs and surface dirt, clean flat surface in front and around side of merchandise shop, clean all sidewalks around outfield seating area, clean monster deck all levels and concrete floors and restrooms, all stairs, all roll up, canopies and awnings, all speakers, all gutters, JetBlue Tailfin and retired numbers. All areas are to be cleaned and rinsed thoroughly.

6.11.4 Chemical clean/rinse all rolled roof areas of facility. This includes the cleaning of drains to the roof areas, including the Monster and elevator shaft, A/C areas, entire gift shop roof and all sides of air conditioning units. All 2nd floor suites and porches, all areas to be cleaned and rinses thoroughly

- 6.11.5 Clean the multi-purpose building exterior between 4 field complex, maintenance building including top and bottom of metal canopy, tops and bottoms of all metal canopies' located at the six back fields (includes dugout, scorers' table and row bleacher seating), and all gutters. All areas to be cleaned and rinsed thoroughly.
- 6.11.6 Clean all white fencing located throughout the facility
- 6.11.7 Clean exterior walls and roof of metal batting cage building, including gutters. All areas to be cleaned and rinsed thoroughly
- 6.11.8 Clean dumpster area walls inside and out, dumpsters, generator building walls and roof. All areas to be cleaned and rinsed thoroughly.
- 6.11.9 When specifically requested, window cleaning shall include a thorough cleaning of all windows and shall remove all foreign material to include, but not limited to, mold mildew, oil, grease, adhesives, sand, and dirt. Windows shall have a streak free clear finish. Windows shall be hand washed and hand dried using microfiber towels and squeegees. Windows shall only be cleaned on the exterior.
- 6.11.10 Stadium Field Video Board and Daniels Road Video Board

## **6.12 CENTURYLINK SPORTS COMPLEX**

- 6.12.1 All areas to be cleaned and rinsed thoroughly.
- 6.12.2 Clean all of Hammond Stadium which includes but not limited to walls, lights, doors, roll ups, windows, flat surfaces, canopies and awnings, trellis, fencing, stairs, roofs, outside a/c areas, outer perimeter concrete, sidewalks, planter walls and fountain walls, outer perimeter white fences and gates, seating bowl and all seats throughout the stadium, seats, restrooms, speakers, picnic tables in the picnic area along with the floor columns and roof, board walk top and bottom, berms sidewalk and walls, outside elevator walls, dumpsters, generator walls inside and out, gutters throughout, wall pads around the field bullpens, and dugouts. All areas to be cleaned and rinsed thoroughly. Clean all signs and video boards throughout Hammond Stadium.
- 6.12.3 Softball – buildings which includes but not limited to outside and inside walls, doors, roll ups, and roof areas top and bottoms, tower, stairs and restrooms, bleachers, scorer's tables, softball dugout roofs, concrete areas, and playground.
- 6.12.4 Minor League Fields- restroom building and structures which includes but not limited to outside and inside walls, floors windows, doors, roll ups, and roofs, tower, dugout roofs, all bleacher roofs top and bottoms, bleachers, scorer's tables and concrete areas.
- 6.12.5 Minor League Building, locker room, weight room and batting cages which includes but not limited to outer perimeter walls, roofs, a/c units, gutters, windows, doors, roll-ups sidewalks and concrete areas.
- 6.12.6 Academy which includes but not limited to outer perimeter walls, windows, doors, roll ups, dumpsters, sidewalks, roofs, a/c units, screen porch walls, concrete areas, windows, screens, and lights.
- 6.12.7 Maintenance Building which includes but not limited to outer walls, windows, doors, roll ups, gutters, canopies top and bottom, roof, pump canopy top and bottom, and fuel tank.
- 6.12.8 Baseball field 1 wall padding.
- 6.12.9 Window cleaning of all windows on the property

#### 6.12.10 Clean front entrance sign.

### **6.13 TERRY PARK**

6.13.1 Clean all of Terry Park structures which includes but not limited to walls, lights, doors, roll ups, windows, flat surfaces, canopies and awnings, fencing, stairs, roofs, outer perimeter concrete, sidewalks, planter walls, fences and gates, all seats throughout the stadium, bleachers, restrooms, speakers, picnic tables, floor columns and roof, dumpsters, gutters throughout, wall pads around the field, bullpens, and dugouts. All areas to be cleaned and rinsed thoroughly

#### 6.13.2 Terry Park Structures

- a. Administration building
- b. Annex
- c. Extension building
- d. Front clubhouse
- e. Small outside restroom building
- f. Picnic pavilion
- g. Garage
- h. Baseball pavilion & concrete pad
- i. Stadium
- j. Baseball concession building
- k. Baseball restrooms
- l. Rear clubhouse
- m. New maintenance building
- n. Batting cage
- o. Plaza concrete walkway

6.13.3 Window cleaning of all windows on the property

### **6.14 PLAYER DEVELOPMENT COMPLEX**

6.14.1 Clean all of Player Development Complex (5 Plex) structures which includes but not limited to walls, lights, doors, roll ups, windows, flat surfaces, canopies and awnings, trellis, fencing, stairs, roofs,

outside a/c areas, outer perimeter concrete, sidewalks, planter walls, fences and gates, bleachers, restrooms, speakers, picnic tables, floor columns and roof, dumpsters, gutters throughout, patio screen and windscreen. All areas to be cleaned and rinsed thoroughly

#### 6.14.2 Player Development Complex (5 Plex) Structures

- a. Clubhouse
- b. Picnic pavilion (connected to clubhouse)
- c. Tower building (in the middle of the four fields)
- d. Restroom building between two fields
- e. Maintenance building
- f. Indoor batting cage building

#### 6.14.3 Window cleaning of all windows on the property

### **6.15 CITY OF PALMS PARK**

6.15.1 Clean all of City of Palms Park structures which includes but not limited to walls, lights, doors, roll ups, windows, flat surfaces, canopies and awnings, trellis, fencing, stairs, roofs, outside a/c areas, outer perimeter concrete, sidewalks, planter walls, fences and gates, all seats throughout the stadium, bleachers, restrooms, speakers, floor columns and roof, dumpsters, gutters throughout, wall pads around the field and bullpens, dugouts, patio screen and windscreen. All areas to be cleaned and rinsed thoroughly.

#### 6.15.2 City of Palms Park Structures

- a. Stadium building
- b. Maintenance building
- c. Indoor batting cage building

#### 6.15.3 Window cleaning of all windows on the property

### **6.16 TWIN BASEBALL ACADEMY**

6.16.1 Ground Floor- Pressure Wash/Window Clean

6.16.2 Second and Third Floor- Pressure Wash/Window Clean

End of Scope of Work and Specifications Section

## REQUIRED FORMS

### INVITATION TO BID

These forms are required and 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. **Note:** If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

#### **Form # Title/Description**

##### **1 Solicitation Response Form**

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as 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.

Verify that all addenda and tax identification number have been provided.

##### **1a Bid/Proposal Form**

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

##### **1b Business Relationship Disclosure Requirement** (as applicable)

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. If this **disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by 112.313(12)(b), FL § (1983)) to be completed and **returned with solicitation response. It is the Bidder's responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF FL § 112.317 (1983), 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 \$5,000.00.

##### **2 Affidavit Certification Immigration Laws**

Form is acknowledgement that the Bidder is in compliance in regard to Immigration Laws.

##### **3 Reference Survey**

Provide this form to a minimum of three references. This form will be turned in with the bid or proposal package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's 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 that the reference respondent is to provide a response for.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
6. Failure to obtain reference surveys may make your company non-responsive.



**4** *Negligence or Breach of Contract Disclosure Form*

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 Bidder 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 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 Bidder's location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

**6** *Sub-Contractor List* (as applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

**7** *Public Entity Crime 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 a 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.

*Additional Required Documents*

High Rise Certification for Stadiums and Buildings  
Chemical Product List

*Bid/Proposal Label* (Required)

Self explanatory. Please affix to the outside of the sealed submission documents.

*Include any licenses or certifications requested* (as applicable)

Local Business Tax Account (as applicable)

Bidder'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.)



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: \_\_\_\_\_ Deadline Date: 11/22/2017

SOLICITATION IDENTIFICATION: B170113DKR

SOLICITATION NAME: Pressure Washing County Wide

COMPANY NAME: \_\_\_\_\_

NAME & TITLE: (TYPED OR PRINTED) \_\_\_\_\_

BUSINESS ADDRESS: (PHYSICAL) \_\_\_\_\_

CORPORATE OR MAILING ADDRESS: \_\_\_\_\_

[ ] SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX \_\_\_\_\_

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

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_
No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

Tax Payer Identification Number: \_\_\_\_\_

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

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

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

1 Collusion Statement: Lee County, Fort Myers, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification: Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

**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), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/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 Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate. Yes      No

**ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)**

\_\_\_\_\_  
Company Name (Name printed or typed)



\_\_\_\_\_  
Authorized Representative Name (printed or typed)

(Affix Corporate Seal, as applicable)

\_\_\_\_\_  
Authorized Representative's Title (printed or typed)

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

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Witness/Secretary Signature

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

**Detail by Entity Name**

**Florida Profit Corporation**

Bill's Widget Corporation

**Filing Information**

Document Number 655555  
FEI/EIN Number 5111111111  
Date Filed 09/22/1980  
State FL  
Status ACTIVE  
Last Event AMENDED AND RESTATED ARTICLES  
Event Date Filed 07/25/2006  
Event Effective Date NONE

**Principal Address**

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

**Mailing Address**

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

**Registered Agent Name & Address**

My Registered Agent  
111 Registration Road  
Registration, USA99999  
Name Changed: 12/14/2006  
Address Changed: 12/14/2006

**Officer/Director Detail**

**Name & Address**

Title P  
President, First  
555 AVENUE  
Anytown, USA99999

Title V  
President, Second  
555 AVENUE  
Anytown, USA99999

Sample Only



Lee County Procurement Management  
**BID/PROPOSAL FORM**

**Company Name:** \_\_\_\_\_

**Solicitation #** B170113DKR **Solicitation Name** Pressure Washing Services County Wide

Having carefully examined the “Terms and Conditions”, and the “Detailed Scope of Work”, all of which are contained herein, propose to furnish the following which meet these specifications.

**Term Multi-year and Renewals**

The successful Bidder shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an “as needed basis for a one-year (1) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

**Please include this page with your submission package.**

<b>Section #</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
2	Category 1 Facilities	Square Foot	
3	Category 2 Tolls	Square Foot	
3A	Category 2 Maintenance of Traffic	Lump Sum	
4	Category 3 Boardwalks and Nature Observation Areas	Square Foot	
5	Category 4 Buildings	Square Foot	
Note	Category 5: Pricing is required for all stadiums collectively; all stadiums separately; each structure listed for each stadium and additional line items.  <b>Award for Category 5 is based on Line Item 5 all stadiums collectively.</b> All additional line items shall be filled out for pricing purposes.		
5	Category 5 Stadiums-all stadiums collectively	Lump Sum	
6	Spot Pressure Cleaning at any stadium facility	Square Foot	
7	Jet Blue Stadium as listed under 6.11 to 6.11.10	Structure	
8	Clean Main Stadium Light poles (6). Each one will be cleaned from top to bottom. Vendor will give price for 1 year warranty	Structure	
9	Clean Main Stadium Light poles (6). Each one will be cleaned from top to bottom. Vendor will give price for 2 year warranty	Structure	
10	Clean entire stadium white canopy top and bottom, including gutters. Vendor will give	Structure	

	price for 1 year warranty.		
11	Clean entire stadium white canopy top and bottom, including gutters. Vendor will give price for 2 year warranty.	Structure	
12	Clean all of JetBlue Park included but not limited to Seating Bowl, outside concrete skirt area, concourse area flat surface, coquina block to be cleaned with potable water and low pressure to remove cobwebs and surface dirt, clean flat surface in front and around side of merchandise shop, clean all sidewalks around outfield seating area, clean monster deck all levels and concrete floors and restrooms, all stairs, all roll up, canopies and awnings, all speakers, all gutters, JetBlue Tailfin, retired numbers. All areas are to be cleaned and rinsed thoroughly.	Structure	
13	Chemical clean/rinse all rolled roof areas of facility. This includes the cleaning of drains to the roof areas, including the Monster and elevator shaft, A/C areas, entire gift shop roof and all sides of air conditioning units. All 2 <sup>nd</sup> floor suites and porches, all areas to be cleaned and rinses thoroughly	Structure	
14	Clean exterior walls and roof of metal batting cage building, including gutters, all areas to be cleaned and rinsed thoroughly	Structure	
15	Clean the multi-purpose building exterior between 4 field complex, maintenance building including top and bottom of metal canopy, tops and bottoms of all metal canopies' located at the six back fields (includes dugout, scorers' table and row bleacher seating), all gutters. All areas to be cleaned and rinsed thoroughly.	Structure	
16	Clean all white fencing located throughout the facility	Structure	
17	Clean dumpster area walls inside and out, dumpsters, generator building walls and roof, all areas to be cleaned and rinsed thoroughly.	Structure	
18a	Window cleaning on ground floor	Square Foot	
18b	Window cleaning that requires a lift.	Square Foot	
19	Stadium Field Video Board and Daniels Road Video Board	Structure	
	<b>CENTURYLINK SPORTS COMPLEX</b>		
20	Centurylink Sports Complex as listed under 6.12 of the Specifications	Structure	
21	Hammond Stadium	Structure	
22	Softball buildings	Structure	
23	Minor League Fields	Structure	
24	Minor League Building	Structure	



25	Academy	Structure	
26	Maintenance Building	Structure	
27	Baseball field 1 wall padding	Structure	
28a	Window cleaning on ground floor	Square Foot	
28b	Window cleaning that requires a lift.	Square Foot	
29	Clean front entrance sign	Structure	
	<b>TERRY PARK STADIUM</b>		
30	<b>Terry Park Structures as described in 6.13</b>	Structure	
31	Terry Park Structures	Structure	
32	Administration Building	Structure	
33	Annex	Structure	
34	Extension Building	Structure	
35	Front clubhouse	Structure	
36	Small outside restroom building	Structure	
37	Picnic pavilion	Structure	
38	Garage	Structure	
39	Baseball Pavilion & concrete pad	Structure	
40	Stadium	Structure	
41	Baseball Concession Building	Structure	
42	Baseball restrooms	Structure	
43	Rear clubhouse	Structure	
44	New maintenance building	Structure	
45	Batting cage	Structure	
46	Plaza Concrete Walkway	Structure	
47a	Window cleaning on ground floor	Square Foot	
47b	Window cleaning that requires a lift.	Square Foot	
	<b>PLAYER DEVELOPMENT COMPLEX</b>		
48	Player Development Complex (5 Plex) Structures as described in 6.14	Structure	
49	Player Development Complex (5 Plex)	Structure	
50	Clubhouse	Structure	
51	Picnic pavilion (connected to clubhouse)	Structure	
52	Tower building (in the middle of the four fields)	Structure	
53	Restroom building between two fields	Structure	
54	Maintenance Building	Structure	
55	Indoor batting cage building	Structure	
56a	Window cleaning on ground floor	Square Foot	
56b	Window cleaning that requires a lift.	Square Foot	
	<b>CITY OF PALMS</b>		
57	City of Palms Park Structures as described in 6.15	Structure	
58	City of the Palms Park Structures:	Structure	

59	Stadium Building	Structure	
60	Maintenance Building	Structure	
61	Indoor Batting Cage Building	Structure	
62a	Window cleaning on ground floor	Square Foot	
62b	Window cleaning that requires a lift.	Square Foot	
<b>TWIN BASEBALL ACADEMY</b>			
63	Ground Floor- Pressure Wash/Window Clean	Square Foot	
64	Second and Third Floor- Pressure Wash/Window Clean	Square Foot	

*Required form 1a Minimum Requirements Table* (form may be expanded or duplicated as needed)

**Bidder Name:** \_\_\_\_\_

**Relevant Projects:**

Owner Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
\_\_\_\_\_  
Owner Representative: \_\_\_\_\_  
Representative  
Telephone: \_\_\_\_\_  
Representative E-Mail: \_\_\_\_\_  
Project Cost: GMP \$ \_\_\_\_\_  
Final \$ \_\_\_\_\_  
Schedule: Planned \_\_\_\_\_ (calendar days)  
Actual \_\_\_\_\_ (calendar days)  
Project Size: Sq. Ft. \_\_\_\_\_

**Summary of Project Scope:**

Owner Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
\_\_\_\_\_  
Owner Representative: \_\_\_\_\_  
Representative  
Telephone: \_\_\_\_\_  
Representative E-Mail: \_\_\_\_\_  
Project Cost: GMP \$ \_\_\_\_\_  
Final \$ \_\_\_\_\_  
Schedule: Planned \_\_\_\_\_ (calendar days)  
Actual \_\_\_\_\_ (calendar days)  
Project Size: Sq. Ft. \_\_\_\_\_

**Summary of Project Scope:**

Owner Name: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
\_\_\_\_\_  
Owner Representative: \_\_\_\_\_  
Representative  
Telephone: \_\_\_\_\_  
Representative E-Mail: \_\_\_\_\_  
Project Cost: GMP \_\_\_\_\_  
Final \_\_\_\_\_  
Schedule: Planned \_\_\_\_\_ (calendar days)  
Actual \_\_\_\_\_ (calendar days)  
Project Size: Sq. Ft. \_\_\_\_\_

**Summary of Project Scope:**

**Bidder Name:** \_\_\_\_\_

Owner Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

\_\_\_\_\_

Owner Representative: \_\_\_\_\_

Representative \_\_\_\_\_

Telephone: \_\_\_\_\_

Representative E-Mail: \_\_\_\_\_

Project Cost: **GMP** \_\_\_\_\_

**Final** \_\_\_\_\_

Schedule: **Planned** \_\_\_\_\_ (calendar days)

**Actual** \_\_\_\_\_ (calendar days)

Project Size: **Sq. Ft.** \_\_\_\_\_

**Summary of Project Scope:**

Owner Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

\_\_\_\_\_

Owner Representative: \_\_\_\_\_

Representative \_\_\_\_\_

Telephone: \_\_\_\_\_

Representative E-Mail: \_\_\_\_\_

Project Cost: **GMP** \_\_\_\_\_

**Final** \_\_\_\_\_

Schedule: **Planned** \_\_\_\_\_ (calendar days)

**Actual** \_\_\_\_\_ (calendar days)

Project Size: **Sq. Ft.** \_\_\_\_\_

**Summary of Project Scope:**



**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: B170113DKR SOLICITATION NAME: Pressure Washing Services County Wide

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.**

BIDDER/PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_ who has produced  
(Print or Type Name)  
\_\_\_\_\_ as identification.  
(Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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.**



Lee County Procurement Management

**REFERENCE SURVEY**

Solicitation # B170113DKR

**Pressure Washing Services County Wide**

<b>Section 1</b>	Reference Respondent Information	<b>Please return completed form to:</b>	
<b>FROM:</b>	_____	<b>Bidder/Proposer:</b>	
<b>COMPANY:</b>	_____	<b>Due Date:</b>	
<b>PHONE #:</b>	_____	<b>Total # Pages: 1</b>	
<b>FAX #:</b>	_____	<b>Phone #:</b>	<b>Fax #:</b>
<b>EMAIL:</b>	_____	<b>Bidder/Proposer E-Mail:</b>	

<b>Section 2</b>	Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Bidder/Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:			

**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?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
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. <small>Rate from 1 to 10. (10 being highest)</small>	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you:	

**Section 4**

Reference Name (Print Name) \_\_\_\_\_

**Please submit non-Lee County employees as references**

Reference Signature \_\_\_\_\_



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

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years.

Please complete in chronological order with the most recent incident on starting on page 1.

**Company Name:** \_\_\_\_\_

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order 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 submission package. This form should also include the primary partners listed in your submission. 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. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: \_\_\_\_\_ Of \_\_\_\_\_ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.





**AFFIDAVIT PRINCIPAL PLACE OF BUSINESS**

Local Vendor Preference (Non-CCNA)  
(Lee County Ordinance No. 08-26)  
Location Identification (CCNA)

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

Company Name: \_\_\_\_\_

Printed name of authorized signer \_\_\_\_\_

Title \_\_\_\_\_

⇒  
Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

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

Notary:  
State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_, \_\_\_\_\_ who has produced

\_\_\_\_\_ as identification (or personally known)  
Type of ID and number

⇒  
Notary Public Signature \_\_\_\_\_

Notary Commission Number and expiration \_\_\_\_\_

1. Principal place of business is located within the boundaries of: \_\_\_\_\_ Lee County  
\_\_\_\_\_ Collier County  
\_\_\_\_\_ Non-Local

Local Business Tax License # \_\_\_\_\_

2. Address of Principal Place of Business: \_\_\_\_\_

3. Number of years at this location \_\_\_\_\_ 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. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.) \_\_\_\_\_

6. Number of available employees for this contract \_\_\_\_\_

*Form 6-Sub-contractor List*



**SUB-CONTRACTOR LIST**

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

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 \_\_\_\_\_  
(Print name of the public entity)

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

(If applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(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/Contract, 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.

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.)

\_\_\_\_\_ 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.

*Public Entity Crime Form*

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission Expires: \_\_\_\_\_

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

<b>SEALED BID DOCUMENTS • DO NOT OPEN</b>	
BID NO.:	B170113DKR
BID TITLE:	Pressure Washing Services County Wide
DATE DUE:	<b>Wednesday, November 22, 2017</b>
TIME DUE:	<b>Prior to: 2:30 PM</b>
SUBMITTED BY:	_____ (Name of Company)
e-mail address	Telephone
<b>DELIVER TO:</b>	Lee County Procurement Management 1500 Monroe 4 <sup>th</sup> Floor Fort Myers FL 33901
<i>Note: submissions received after the time and date above will not be accepted.</i>	



Lee County Procurement Management  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(239) 533-8881  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**PLEASE PRINT CLEARLY**