

P.O.
4/21/20

**AGREEMENT FOR
CUSTODIAL SERVICES – CENTURYLINK SPORTS COMPLEX**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Iver Facilities Management LLC, a Florida company, whose address is 6923 Narcoossee Rd., #613, Orlando, FL 32822, and whose federal tax identification number is 83-4444406, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase custodial cleaning services from the Vendor in connection with "Custodial Services – CenturyLink Sports Complex" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP200084CJV on December 20, 2019 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on March 2, 2020; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the project Detailed Specifications is set forth in the Sections 1 through 16, Detailed Specifications, of Solicitation No. RFP200084CJV, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP200084CJV as modified by its Addenda, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

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II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for a period of one (1) year, with the option to renew for three (3), additional, one (1) year periods, upon mutual written agreement of both parties. The effective date of this agreement shall be May 1, 2020.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

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

IV. METHOD OF PAYMENT



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

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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



VII. VENDOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE VENDOR

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



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

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

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

IX. OWNERSHIP OF PRODUCTS

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



X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.



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

XIII. DISPUTE RESOLUTION

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

XIV. STOP WORK ORDER

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

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or



3. Terminate the Agreement in accordance with provisions contained in Section XI.

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

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, 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. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

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



to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name: Julio H. Hanze
 Title: Manager
 Address: 6923 Narcoossee Rd., #613
Orlando, FL 32822

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	

Telephone: 407-848-6505
Facsimile: 877-483-7267
E-mail: jhanze@ivercorporation.com

Telephone: 239-533-2221 239-533-8881
Facsimile: 239-485-2262 239-485-8383
E-Mail: rdesjarlais@leegov.com mtucker@leegov.com

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

[The remainder of this page intentionally left blank.]



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

WITNESS:

IVER FACILITIES MANAGEMENT LLC

Signed By: [Signature]

Signed By: [Signature]

Print Name: Jose Neira

Print Name: JULIO HERRERA HANLE

Title: Director

Date: 04-09-2020

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR



DATE: 4/27/2020

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

DETAILED SPECIFICATIONS

VER.09-07-19

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide custodial services that include, but are not limited to pressure washing, trash collection, and bathrooms cleaning services for CenturyLink Sports Complex (a.k.a. Hammond Stadium) on an as-needed basis.

2. GENERAL PROVISIONS

- 2.1. The County working with the Vendor shall establish mutually agreeable times for the cleaning of the restrooms and events facilities. Vendor shall have adequate staffing three (3) hours prior to any event. Post clean up shall have adequate staffing and start within one (1) hour after the event, unless instructed by County personnel or designated event organizer.
- 2.2. Vendor shall additionally provide on-call personnel with 1 hour to 30 days' notice to perform Other/On Demand Services as listed on the associated Pricing Proposal/Fee Schedule.

3. GENERAL WORK REQUIREMENTS

- 3.1. Vendor shall provide the following services and complete the tasks as described herein:
 - 3.1.1. Vendor shall utilize the Cleaning Task Checklist "Attachment A" for task performance.
 - 3.1.2. A minimum of two employees must be present at the facility three hours prior to event.
 - 3.1.3. Floor cleaning (Dust & mop, wet mop/wash floors; clean/sweep and wet mop hallways & entrances; and clean carpets as needed and required).
 - 3.1.4. Servicing of restrooms, which includes cleaning toilets, urinals, wash and clean sinks/basins and all affixed plumbing fixtures, counters, re-supplying toilet paper and soap dispensers, cleaning mirrors & soap dispensers, dusting any ledges, empty and place a new liner in trash receptacles, clean and sanitize baby changing tables/area, spot clean and sanitize containers, empty out feminine & sanitary waste baskets, clean stall partitions and doors.
 - 3.1.5. Servicing of locker rooms, changing rooms, and showers/areas, which include floors, on an as-needed basis, depending on events.
 - 3.1.6. Trash management, including emptying all trash and recycle containers, and insert new liners as appropriate.
 - 3.1.7. Servicing of concession rooms/area, which includes removal of trash (empty and discarded cardboard boxes etc.), clean floors, wipe down and clean counters, clean or spot clean and sanitize trash containers as needed or required, and damp wipe walls if needed
 - 3.1.8. Clean bowl and press areas, including floors of debris and all foreign matter (gum, candy, spectator's trash, liquid spills, etc.) from all bleachers, seats, and surrounding areas, empty and place new liners in trash and or recycling receptacles, clean or spot clean and sanitize trash containers as needed or required.
 - 3.1.9. High and low dusting, including the elimination of all spider webs, including roll-up doors (inside & outside), windows, around lights, elevators, etc.
 - 3.1.10. Clean walls, light switches, light fixtures, light lenses.
 - 3.1.11. Refill soap, toilet tissue, paper towels, liners, sanitary napkin liners, sanitary napkins, etc.

- 3.1.12. Vendor shall be required to complete and turn-in checklists as directed by County personnel at conclusion or termination (same day, i.e. weather event) of each event's janitorial service.
- 3.1.13. Vendor shall separate recyclable items from trash when cleaning grounds, bowl and seating areas and dispose of the items in the proper recycle containers.
- 3.1.14. The cleaning of bodily fluids (i.e. vomit, excrement, etc.) shall be completed in a safe manner utilizing personal protection equipment precautions in accordance with OSHA Standard 1910.1030.
- 3.1.15. Vendor shall ensure cautionary wet floors signs are utilized at all times when areas are damp/wet as required.

4. WORKMANSHIP

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

5. QUALITY STANDARDS

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

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

5.1.12. The use of required/mandatory safety equipment, including cautionary wet floor signs, where areas are damp/ wet as required.

5.1.13. Gum removal from areas to be cleaned.

6. PENALTIES

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

7. UNIFORMS AND SECURITY

- 7.1. Vendor shall supply and pay for distinctive, clean, neat appearing uniforms for their employees and require them to be worn while working on County premises. Uniforms shall consist of approved uniform slacks and shirts for cleaning personnel. Supervisors shall wear slacks and appropriate shirts. All shirts shall have company name and logo on them.
- 7.2. Each employee shall wear a photo identification tag with other necessary information, provided by and paid for by Vendor.
- 7.3. Vendor shall be responsible for acting in accordance with security guidelines, during entering, exiting, and cleaning.
- 7.4. Where necessary, janitorial keys/access cards will be issued to the Vendor and a fee will be charged to the Vendor for the loss of, any keys/access cards or the cost of changing of locks as the result of any loss of keys. The sole decision, regarding changing the locks, rests with the County Representative.

8. SUPERVISION AND SAFETY

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

9. DAMAGE TO COUNTY PROPERTY

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

10. LAWS AND TAXES

- 10.1. The Vendor shall comply with all County, City, State, and Federal Laws, and all applicable county ordinances, and shall indemnify the Owner from all Vendor violations thereof. The Vendor shall further assume and be specifically liable for all State and Federal Payroll or Social Security Taxes, Unemployment Compensation Tax, and for all State and Federal Sales and Use Taxes which may be in force and guarantees to hold the County harmless in every respect for violations by the Vendor of any such laws.

10.2. Vendor's employees must comply with the Florida Clean Indoor Air Act Florida Statute 386 by observing no smoking restrictions.

10.3. Vendor shall comply with all applicable portions of OSHA 1910.

11. REPORTING INFORMATION

11.1. The following information must be available, on site for the County:

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

12. TECHNICAL REQUIREMENTS

12.1. Scheduling (Informational Only)

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned. Crew scheduling is the Vendor's responsibility and should be arranged so as not to interfere with day-to-day business operations. Certain departments observe other holidays in addition to those listed as being observed by the County (i.e. religious and/or national holidays). Crews are to be scheduled according to all departments' holiday observances.
- b. Cleaning personnel on duty during the day, including Porters, shall be on the premises to clean, recycle and restock all restrooms, except where facility specific instructions applies, specifically stated herein, or directed by individual location's checklist (comprehensive and supplemental). Evening personnel are to be appropriately scheduled by the Vendor to allow as much time as necessary to perform all routine and special cleaning functions. Scheduling for each location is specific and will be addressed herein by individual facility, under premises to be cleaned.
- c. The 2020 Minnesota Twins Spring Training schedule may be used as a guide in the development of your proposal for the CenturyLink Sports Complex. An official cleaning schedule will be provided to the awarded Vendor by the County representatives responsible for the facility.

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

13. COMMUNICATION AND LOCAL OFFICE

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

14. PERSONNEL REQUIREMENTS

14.1. The Vendor shall provide the following personnel listed below, at a minimum, shall be an integral part of this project throughout the term of this contract. Given below are the requirements for those positions.

a. Project Coordinator

Shall be responsible for directing all cleaning staff including day and night crews. Shall be responsible for all personnel working under this contract. Duties would include, but not limited to, crew scheduling, ordering and warehousing product supplies, and to act as liaison between the Facility Manager and building occupants. Shall be responsible to field calls from building occupants when necessary. Shall review quality assurance inspections of the work performed by the cleaning staff as well as performing these checks independently and randomly. This person must have a local cell phone number and be able to be contacted 24 hours a day.

b. Day Porter

The Day Porter may be fulltime, Part time, or hourly at the departments' discretion and needs. Porters may be required to do light moving and miscellaneous special cleaning tasks shared as determined by authorized staff or Facility Manager's for individual locations. Light moving will be described as nothing over 45 lbs. and no heavy furniture or equipment such as desks, credenza's, file cabinets, copiers, etc. All materials and equipment necessary for this position will be provided by the Vendor and scheduling for this person will be determined by the Facility Manager, on a case-by-case basis for designated locations.

Typical Porter assignments shall include, but not limited to: Bathrooms, entranceways, immediate outside surroundings (including parking lots), trash & recycling, light dusting, and some floor work as needed; task typically includes mopping, spill clean-up, bright works, light dusting, wiping down of horizontal & vertical surfaces, etc.). The Porter responsibilities may be identified via a location specific checklist or generic checklist as outlined herein. Porters may be required, at the authorized staff or Facility Manager's discretion, to complete a checklist and sign in and out at each facility.

c. Cleaning Crew

Cleaning crew hours may be varied from facility to facility dependent on elements such as days and hours of operation. It is desired that most cleaning be done at times, so as not to interfere with the normal/daily business operation. The schedules set forth herein will provide guidance as to the desired hours, but may be subject to change at the Department's discretion; based on their operational needs. The staffing of crews must accomplish all required task as determined per the attached comprehensive checklist, facility individual/supplemental checklists, and otherwise outlined or determined herein; Vendor shall staff the cleaning crew(s) at their discretion. Cleaning crew may be required, at the authorized staff's or Facility Manager's discretion, to complete a checklist and sign in and out at each facility.

d. Special Event Cleaning Crew

If this crew is separate and unique from that of the regular cleaning crew or sub-contractors, crewmembers shall have a background check on file with the County or sub-contractors will have to be accompanied/escorted by and perform all work in the presence of a Vendor supervisory staff. Any and all work that are not routine or of a daily/weekly nature shall be coordinated and scheduled with a minimum of two weeks' notice. Any such notice or event shall be approved by the locations point-of-contact (POC), the Facility Manager, or manager's designee; non-routine work or special work should not be done without the approval of the aforementioned personnel.

e. Building Activation for Emergency Operations

In emergency situations, it may become necessary to activate certain areas of these building in order to facilitate emergency operations personnel. In those situations, personnel may be occupying some areas 24 hours a day and weekends. If this occurs, it will become necessary for the Vendor to provide custodial service during these periods. Compensation will be provided through the emergency hourly rate. The County's Representative will notify the Vendor when this additional service is needed.

15. **VENDOR REQUIREMENTS**

- 15.1. The Vendor shall notify the County Representative of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.).
- 15.2. The Vendor shall communicate with the County Representative monthly, for customer service reviews. Communication can be through telephone conversations or meetings that are held at mutually agreeable times, unless a time and date is specifically stated herein.

16. **REQUIRED INFORMATION**

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

End of Detailed Specifications



A handwritten signature in blue ink, located in the bottom right corner of the page.

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. PROJECT TERM

1.1. The Vendor 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 Vendor at the time of extension or renewal for three (3), additional one (1) year periods.

1.2. The County anticipates beginning servicing under the associated Agreement for the services described herein to begin May 1, 2020. This date is subject to change at the discretion of the County.

2. PRICING

2.1. The Vendor shall provide all labor, equipment, and tools necessary to satisfactorily complete the services under this Agreement. Cleaning equipment and tools for the purposes of this Agreement include such items as mops, brooms, buckets, spray bottles, power tools, squeegees, etc. and are not included in reimbursable expenses.

2.1.1. The County will not be responsible or liable for any equipment left on site, theft, vandalism or equivalent.

2.2. Cleaning products and supplies, also referred to as consumables supplies, will be furnished by the County Parks and Recreation Department. Consumable supplies for the purposes of this Agreement include re-stock items such as toilet paper, soap, paper towels, etc.

2.2.1. Vendor shall maintain inventory records of all items used and shall supply records to County staff upon request.

2.2.2. Any substitute, additional, ancillary, or Vendor preferred products shall be at Vendor's cost and shall be approved by a County designated representative prior to use.

2.2.3. The County will be responsible for providing the following items as part of this contract:

- Toilet paper
- Hand Towels
- Soap for dispensers
- Trash can liners
- Sanitary napkins
- Seat covers
- All cleaning chemical products (cleaning products; general purpose cleaners, glass cleaners, bathroom cleaners and floor care products)

3. METHOD OF PAYMENT & INVOICING

3.1. The accepted price for the services will be paid to the Vendor monthly, after receipt of an invoice from the Vendor at the end of the month in which services were provided. Invoices are to be itemized by building and monthly amounts.

3.1.1. Invoices shall not be paid until services are rendered and accepted.

4. DEFAULTS BY VENDOR

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

4.1.1. Failure of the Vendor to maintain satisfactory performance level.

- 4.1.2. Failure of the Vendor to start within the time stated in the County notice to proceed, written authorization, purchase order or equivalent.
- 4.1.3. Failure of the Vendor to pay employees and/or suppliers for work performed and/or materials and supplies used under this contract.
- 4.1.4. Insolvency of Vendor.

5. ADDITION OR DELETION SPACE

- 5.1. If it is deemed necessary to add space on a temporary or permanent basis, the County reserves the right to invoke the hourly cost option at its discretion.
- 5.2. If space is added the required products and quality standards as outlined herein shall apply to the same.
- 5.3. If it is deemed necessary to add or delete square footage or tasks from this contract including, but not limited to: other facilities or sites, items, space, etc., on a temporary or permanent basis; the County at its discretion may divide the monthly charge by the number of square feet to determine the cost per square foot, or negotiate a pricing with the Vendor, under the same terms and conditions of this request for bid. That cost per square foot or negotiated price will be the basis for adding to or deducting from the total charges.

6. ANCILLARY INFORMATION

- 6.1. The County reserves the right to, at any time over the term of this contract, negotiate cost for additional services such as, but not limited to:
 - Cost per square foot, per day to add dusting and vacuuming of office areas (if over the interval(s) outlined/required herein)
 - Hourly rate per person for emergency work
 - Hourly rate per person for Porter services
 - Yearly cost/deduction to add or delete a Crew Supervisor
 - Yearly cost/deduction to add or delete a Chief Supervisor
 - Yearly cost/deduction to add or delete a Project Coordinator

7. PRICE ESCALATION/DE-ESCALATION

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

8. ASSIGNMENT OF CONTRACT

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



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

Posted Date: January 17, 2020

Solicitation No.: RFP200084CJV

Solicitation Name: Custodial Services – CenturyLink Sports Complex

Subject: Addendum Number 1

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

1. ATTACHMENTS

- a. 2020 Minnesota Twins Spring Schedule.pdf
 - i. During the Pre-Proposal Conference vendors made a request for the Spring Training schedule of games. The attached schedule is provided for reference purposes only. A formal cleaning schedule will be provided by the Project Manager once a fully-executed contract is in place.
- b. Franky Tisdale contract.pdf

2. QUESTIONS/ANSWERS

1.	Who is the current service provider and how long have they been providing services?
Answer	Franky Tisdale Cleaning, Inc., effective May 1, 2019.
2.	At the time of most recent award what was the awarded amount?
Answer	See attached contract.
3.	Our Gen. Liability/aggregate liability already provides for damages or acts of dishonesty. Are will still required to have the item mentioned "dishonesty bond"?
Answer	Insurance is to be provided as it is specified in the solicitation document.

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

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

Christy VanAllen, Procurement Analyst
 Direct Line: 239-533-8839
 Email: cvanallen@leegov.com
 Lee County Procurement Management

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**EXHIBIT B
FEE SCHEDULE**

CenturyLink Sports Complex			
<i>Average number of events per year: 260</i>			
Section A. Spring Training Game	Cost Per Game	Quantity	Price
Pre-Game Cleaning	\$400.00	17	\$6,800.00
Post- Game Trash/Debris removal / Cleaning	\$470.00	17	\$7,990.00
Restroom Attendants (male & female) during game	\$736.00	17	\$12,512.00
Post-game Restroom Cleaning	\$500.00	17	\$8,500.00
Pressure Washing	\$336.00	17	\$5,712.00
Section A Total Cost			\$41,514.00
Section B. Restrooms	Base Cost	Quantity	Price
Maintenance Building			
Unisex	\$6.50	2	\$13.00
Softball Complex Building			
Men	\$8.75	1	\$8.75
Women	\$8.75	1	\$8.75
Academy			
Men	\$7.00	1	\$7.00
Women	\$7.00	1	\$7.00
Press Dining Area			
Unisex	\$7.00	1	\$7.00
Ticket Office			
Unisex	\$7.00	1	\$7.00
Stadium Handicap Restrooms			
Men	\$7.00	2	\$14.00
Women	\$7.00	2	\$14.00
Concourse			
Men	\$37.50	3	\$112.50
Women	\$37.50	3	\$112.50
Family Restroom	\$7.00	2	\$14.00
Center Field			
Men	\$9.75	1	\$9.75
Women	\$9.75	1	\$9.75
Family Restroom	\$7.00	1	\$7.00
Inside Stadium			
4th Floor Press Area			
Men	\$10.00	1	\$10.00
Women	\$10.00	1	\$10.00
Stadium Outside			
3rd Floor (1st Base)			
Men	\$11.50	1	\$11.50
Women	\$11.50	1	\$11.50

Family Restroom	\$7.00	1	\$7.00
4th Floor (1st Base)			
Men	\$11.00	1	\$11.00
Women	\$11.00	1	\$11.00
3rd Floor (3rd Base)			
Men	\$11.75	1	\$11.75
Women	\$11.75	1	\$11.75
Stadium Center			
3rd Floor			
Men	\$10.00	1	\$10.00
Women	\$10.00	1	\$10.00
Minor League Tower			
Men	\$10.00	1	\$10.00
Women	\$10.00	1	\$10.00
First Aid Room			
Unisex	\$7.00	1	\$7.00
Section B Total Cost			\$494.50
PROJECT TOTAL			\$42,008.50

*Although excluded from Project Total amount,
Other Services shall be bid by each Proposer and will become part of the Vendor's Agreement.*

Section C. Other Services as needed	Cost Per Event	
Restroom Attendant - Male & Female	\$15.35/hr	
	Cost Per Hour	
On Demand Cleaning	\$32.00	
On Demand Pressure Washing	\$40.00	

**EXHIBIT C
INSURANCE REQUIREMENTS**

VER 08-07-19

INSURANCE REQUIREMENTS



LEE COUNTY
SOUTHWEST FLORIDA

**Lee County Insurance Requirements
including Janitorial Bond**

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

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

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

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

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

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

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

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

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

Revised 03/26/2018 – Page 1 of 2



Verification of Coverage:

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

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

Special Requirements:

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



Revised 03/26/2018 – Page 2 of 2
End of Insurance Guide section



EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

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

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

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

Date: 03/11/2020

Signature [Handwritten Signature]

STATE OF FLORIDA
COUNTY OF ORANGE

Name/Title: JULIO HANCO HANCO

On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: FOL # H.520-428-69-365-0

[Stamp/seal required]

Signature, Notary Public [Handwritten Signature]



ANDREA PAOLA ALBA
Commission # GG 157033
Expires October 31, 2021
Bonded Thru Budget Notary Services

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: Professional Services

SUBJECT: Project known as: Custodial Services CenturyLink Sports Complex

Between Lee County and Iver Facilities Management LLC

Reference: Board action approving contract/agreement

Board Date: 4/21/2020 Agenda Item No.: 17

Please sign the attached documents on appropriate signature lines. When complete, please send entire packet to the next Department on the numbered list below. Please return to Procurement Management when fully completed.

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement

Project Sponsoring Department

Recommendation to execute

Not recommending execution for the following reason(s):

Date received: Date returned/forwarded:

Signed:

(2) **By Procurement Management:**

X Recommending execution

Not recommending execution for the following reason(s):

Procurement Contract Reviewed by:
Contracts

Date: 4/22/20

Date received: 4/22/20 Date returned/forwarded: 4/22/20

Signed: /s: Kimberly Urban

(3) **By the Risk Management**

X Recommending execution

Not recommending execution for the following reason(s)

Date received: April 22, 2020 Date returned/forwarded: April 23, 2020

Signed: *Mike Joiner*

(4) **By the County Attorney:**

X Recommending execution

Not recommending execution for the following reason(s)

Date received: Date returned/forwarded: 04/24/2020

Signed: *Amanda Delle*

(5) **Board**

(6) **Clerk's Office, Minutes Department**

MB 4-28-20 2020 APR 27 PM 4:36

(7) **Procurement Management**

Christy VanAllen, Procurement Analyst

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