

AGREEMENT FOR CUSTODIAL FOR DOWNTOWN BUILDINGS

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 American Facility Services, Inc., a Georgia corporation authorized to do business in the State of Florida, whose address is 1325 Union Hill Industrial Court, Suite A, Alpharetta, GA 30004, and whose federal tax identification number is 58-1950842, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase custodial services from the Vendor in connection with "Custodial for Downtown Buildings" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP200327BAG on July 31, 2020 (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 October 26, 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 in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP200327BAG, as modified by its Addendum #1 and #2, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase as further described in

this Agreement for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The effective date shall be December 15, 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, PRRCustodian@leegov.com; <http://www.leegov.com/publicrecords>.

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or 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: Harold Angel
 Title: Vice President
 Address: 1325 Union Hill
 Industrial Court,
 Suite A
 Alpharette, GA
 30004

County's Representatives:

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

Telephone: 770-740-1613
Facsimile: 770-475-7720
E-mail: anugent@amfacility.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:

Signed By: Andrea Nugent

Print Name: Andrea Nugent

AMERICAN FACILITY SERVICES, INC.

Signed By: [Signature]

Print Name: Kevin McCann

Title: President

Date: 11/10/20

LEE COUNTY

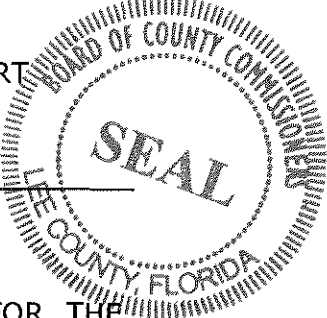
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 11/3/20

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Missy Flint



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

1.1 The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide custodial services to various Lee County Facilities located in the downtown Ft. Myers area. The facilities include eighteen (18) buildings totaling approximately 1,081,235 square feet, and three (3) employee garages totaling approximately 403,035 square feet.

2. DETAIL SCOPE / TECHNICAL SPECIFICATIONS

2.1 The Vendor shall provide all labor, tools, equipment, and supplies for custodial services to the Lee County facilities listed below. Additional building information is provided in "Attachment 1: Building Detail Information." The Vendor shall maintain the County's Quality Standards, described herein, at each facility at all times. Additional cleaning requirements may be required for specific facilities as further described herein.

- 2.1.1 Rosa Parks Intermodal Facility 2250 Widman Way Fort Myers, FL 33919
- 2.1.2 Sheriff's Civil Office 2072 Victoria Ave. Fort Myers, FL 33901
- 2.1.3 Melvin Morgan Constitutional Complex 2480 Thompson St. Ft Myers, FL 33901
- 2.1.4 Hough Street Warehouse 1953 Hough St. Fort Myers, FL 33901
- 2.1.5 Human and Veteran Services 2440 Thompson St. Fort Myers, FL 33901
- 2.1.6 Ft. Myers Regional Library/ Library Administration 2450 First St. Fort Myers, FL 33901 (North and South Buildings)
- 2.1.7 2345 Union St. Fort Myers, FL 33901 (Library Administration)
- 2.1.8 Administration Building 2115 Second St. Fort Myers, FL 33901
- 2.1.9 Administration East 2201 Second St. Fort Myers, FL 33901
- 2.1.10 Old Courthouse 2120 Main St. Fort Myers, FL 33901
- 2.1.11 Justice Center 1700 Monroe St. Fort Myers, FL 33901
- 2.1.12 Justice Center Annex (Suntrust Building) 2000 Main St. Ft. Myers, FL. 33901
- 2.1.13 Justice Center Tower (Pod E) 1700 Monroe St. Ft. Myers, FL. 33901

- 2.1.14 Jail Administration 2115 Dr. Martin Luther King Jr Blvd. Fort Myers, FL 33901
- 2.1.15 Community Assessment Center (Juvenile Assessment) 2115 Dr. Martin Luther King Jr Blvd. Fort Myers, FL 33901
- 2.1.16 Jail Receiving Lobby 2115 Dr. Martin Luther King Jr Blvd. Fort Myers, FL 33901
- 2.1.17 Community Development/ Public Works 1500 Monroe St. Ft. Myers, FL. 33901
- 2.1.18 City County Annex Address: 1825 Hendry St. Fort Myers, FL 33901
- 2.1.19 Employee Parking Garage 2029 Monroe St. Fort Myers, FL 33901
- 2.1.20 Judges Garage 1700 Monroe St. Fort Myers, FL 33901
- 2.1.21 Justice Center Annex Garage 2050 Dr. Martin Luther King Jr Blvd. Ft. Myers FL. 33901

2.2 Quality Standards

- 2.2.1 The achievement of the desired standards as outlined herein shall 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 their inspection. For purposes of definition, absence of visible soil shall be as follows:
 - 2.2.1.1 Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture and equipment.
 - 2.2.1.2 Absence of litter and trash on floor and horizontal surfaces of equipment.
 - 2.2.1.3 Absence of finger marks, spots, and soil build-up on walls, partitions, doors, dividers, etc.
 - 2.2.1.4 Absence of encrustation, soil and wax build-up on floors, particularly in corners, along edges and baseboards, around doorjambes, and around furniture and equipment legs and bases.
 - 2.2.1.5 Absence of soil and stains on toilet room fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures, where required.
 - 2.2.1.6 Absence of dust, spots, soil build-up and encrustations on furniture and equipment surfaces and legs.
 - 2.2.1.7 Absence of dust, lint, and litter on upholstered furniture.

- 2.2.1.8 Absence of soil, litter, dust and encrustations in ashtrays, urns, wastebaskets, and trash containers. Wastebaskets and trash containers shall be washed as needed.
- 2.2.1.9 Absence of marks, spots, stains and streaks on interior and exterior entrance door and lobby glass and all partition glass.
- 2.2.1.10 Absence of soil and dust on window blinds, shades, sills, frames, and ledges.
- 2.2.1.11 Absence of other visible soil and cobwebs on horizontal surfaces including ceilings.
- 2.2.1.12 Absence of trash in building. Trash shall be collected and removed to designated area.
- 2.2.1.13 Absence of soil, litter, dust and spots from all carpets, mats and floors.
- 2.2.1.14 Absence of streaks, spots, stains from all brightwork, where appropriate. All brightwork shall be polished dry to a high sheen.

2.3 Minimum Tasks

- 2.3.1 In order to achieve the desired Quality Standards described herein, the Vendor shall provide the following minimum services and tasks at each facility under this Agreement:
 - 2.3.1.1 Floor cleaning (dust and mop, wet mop/wash floors; clean/sweep and wet mop hallways and entrances; vacuum and clean carpets as needed and required).
 - 2.3.1.2 Servicing of restrooms, including 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.
 - 2.3.1.3 Disinfect all bathroom fixtures and "high touch" areas including door handles, light switches, sinks, water fountains, vending machines, copier buttons, public counter areas, public seating areas, etc.
 - 2.3.1.4 Trash management, including emptying all trash and recycle containers, and insert new liners as appropriate.

- 2.3.1.5 High and low dusting of walls, windows, partitions, furniture, cabinets, filing cabinets, including the elimination of all spider webs, including roll-up doors (inside & outside), windows, around lights, elevators, etc.
- 2.3.1.6 A water extraction method (hot water-steam cleaning) shall be used to clean the carpet and upholstery during the daily spot cleaning. Carpet and upholstery cleaning process shall be approved by the County. "Spot cleaning" shall be done on a continual basis.
- 2.3.1.7 Clean walls, partitions, light switches, light fixtures, light lenses.
- 2.3.1.8 Refill soap, toilet tissue, paper towels, liners, sanitary napkin liners, sanitary napkins, etc... 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 Standards.
- 2.3.1.9 Vendor shall not jar data processing machines, equipment, accessories, etc.
- 2.3.1.10 Vendor shall exercise extreme caution when using water buckets around data processing machines, equipment, accessories, etc. Vendor shall mount water buckets on dollies to prevent spillage.
- 2.3.1.11 Vendor shall immediately report any spillage or other errors in the cleaning operation to the County.

2.4 Trash Removal

- 2.4.1 The Vendor shall utilize the trash system presently in use, and will provide their own dumpster trash transport equipment as required.
- 2.4.2 Lee County participates in recycling (e.g., paper, aluminum cans). All specially labeled bins shall be emptied into the master recycling bins. Each evening (or as designated), the recycling bin(s) located at each work-station shall be emptied in the appropriate master recycling bin.
- 2.4.3 Master Recycling Bin(s): As designated, the Vendor shall take the master recycling bins to a County-specified location so a recycling contractor can service them. Once the recycling contractor has emptied them, the Vendor shall take them back to their respective locations in the building.
- 2.4.4 The checklists titled "**Attachment 2 General Cleaning Services**" shall be used when cleaning unless a different checklist is provided under Facility Specific Scope contained herein.

2.5 Materials and Equipment

- 2.5.1 The Vendor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all labor, materials, tools, apparatus and property of every description used in connection therewith.
- 2.5.2 Materials to be supplied by the Vendor shall include items such as, toilet paper, paper towels, soap and trash bags, etc. Lee County requires that only recycled paper products be provided and under no circumstances shall any aerosol cleaning products be utilized. Soap dispensers are to be supplied by the Vendor and filled with antibacterial soap. All cleaning materials such as bathroom cleaners, floor cleaners, general-purpose cleaners and glass cleaners must meet the standards set by Green Seal. Toilet paper shall be of 100% post-consumer waste content, double ply such as Fort Howard or approved equivalent.
- 2.5.3 Vendor shall provide to the designated County Representative prior to services, a list of all materials and supplies that will be used to do the work under this Agreement. All cleaning materials, such as bathroom cleaners, general purpose cleaners and glass cleaners, must be listed and shall include a statement that they meet Green Seal standards. This list shall be updated and maintained throughout the contract term including any renewals.
- 2.5.4 The Vendor shall furnish MSDS/SDS sheets on all chemicals to be utilized under this Agreement within 10 days after the effective date of the Agreement.
- 2.5.5 The Vendor shall furnish and maintain all equipment necessary to provide services under this Agreement that meet the standards set forth herein. The Vendor shall use an electric vacuum cleaner on all carpeting. Manual Carpet sweepers shall not be used.
- 2.5.6 Vendor shall use only vacuum cleaners with the Hepa filtration system. These vacuums must be approved for use by the Facilities Manager. If at any time during this Agreement the vacuum cleaners need to be replaced the replacement must have a Hepa filtration system and be approved by the Facilities Manager. Filters shall be changed as required by vacuum equipment manufacturer.

2.6 Storage

- 2.6.1 When possible, the County will provide areas for storage of the Vendor's supplies and equipment.
- 2.6.2 Vendor shall maintain the storage areas in a clean, orderly and safe condition at all times.

2.7 Workmanship and Inspection

- 2.7.1 County shall decide any and all questions which may arise as to the quality and acceptability of materials used and work performed, the manner of performance and the rate of progress of the work.
- 2.7.2 Workmanship shall be of the highest quality. All cleaning employees shall be fully competent to perform the services required. The Vendor shall, at times, enforce strict discipline and good order among its employees.

2.8 Penalties

- 2.8.1 The County shall retain the authority, pursuant to this Agreement, to deduct from the Vendor's invoice a percentage not to exceed twenty-five percent (25%) for workmanship that 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.

2.9 Uniforms and Security

- 2.9.1 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.
- 2.9.2 Each employee shall wear a photo identification tag with other necessary information, provided by and paid for by Vendor.
- 2.9.3 Vendor shall be responsible for acting in accordance with County building security guidelines during entering, exiting, and cleaning.
- 2.9.4 Where necessary, janitorial keys/access cards will be issued to the Vendor. A fee shall 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.
- 2.9.5 If the awarded Vendor does not comply at all times with the security check procedure, it may be grounds for termination of the contract.

2.10 Supervision and Safety

- 2.10.1 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.

2.10.2 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

2.11 Damage to County Property

2.11.1 The Vendor shall assume damage or theft of County property directly caused by the Vendor during the custodial operations. A written report of items missing and cause of damage shall be submitted to the County within 24 hours of occurrence. Vendor shall pay for the cost of polygraph tests required by the County.

2.12 Reporting Information

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

2.12.1.1A sign-in sheet detailing company, name of personnel doing cleaning, time in and out. This form shall be provided by the Vendor for its personnel and is to be completed for each date of service. Sign in sheet shall remain posted in the custodial closet, if applicable, or the building, for review by County.

2.13 Holidays (for informational purposes only)

2.13.1 The following is a list of holidays that are observed by Lee County:

2.13.1.1 New Year's Day & 1 contiguous day - January 1 (and as designated)

2.13.1.2 Martin Luther King Day - Third Monday in January

2.13.1.3 Memorial Day - Last Monday in May

2.13.1.4 Fourth of July - July 4th *

2.13.1.5 Labor Day - 1st Monday in Sept.

2.13.1.6 Veterans Day - November 11th

2.13.1.7 Thanksgiving Day - 4th Thursday in November

2.13.1.8 Day after Thanksgiving - Fourth Friday in November

- 2.13.1.9 Christmas Day & 1 contiguous day - December 25 (and as designated)
- 2.13.1.10 Note: *Fourth of July – July 4th or as designated if it falls on weekend
- 2.13.1.11 Veterans Day – November 11th or as designated if it falls on weekend.
- 2.13.1.12 Christmas Day and New Year’s Day holidays are observed differently than the other listed holidays according to the day of the week on which they fall. Christmas and New Years are observed according to the following schedule:

If Christmas or New Year’s

Observed Day Falls On:

Days Off:

Sunday	Monday and Tuesday
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

State Offices and Court Administration may observe the additional holidays of Rosh Hashana, Yom Kippur, and Good Friday. Dates for those closures are given to Facilities and Construction Management on an annual Basis. They also observe only New Year’s Day and not an additional contiguous day.

Lee County Facilities and Construction Management will coordinate these closings with the Vendor prior to the holiday.

2.14 Scheduling

- 2.14.1 Lee County, working with the Vendor, may designate a time during which selected areas shall be cleaned.
- 2.14.2 Vendor shall be responsible for crew scheduling. Scheduling shall be arranged so as not to interfere with day-to-day business operations.
- 2.14.3 Certain departments observe other holidays in addition to those listed as being observed by the County (i.e. religious and/or national holidays). Crews shall be scheduled according to all departments’ holiday observances.
- 2.14.4 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, or specifically stated herein.

2.14.5 Evening personnel shall be appropriately scheduled by the Vendor to allow as much time as necessary to perform all routine and special cleaning functions. Note: Schedules are subject to change, at the County's discretion, and may vary from facility to facility.

2.14.6 Day and evening cleaning crews will be required for the following buildings:

- 2.14.6.1 Administration Building
- 2.14.6.2 Old Courthouse
- 2.14.6.3 Administration Building East
- 2.14.6.4 Justice Center
- 2.14.6.5 Justice Center Tower (Pod E)
- 2.14.6.6 Justice Center Annex
- 2.14.6.7 Community Development/Public Works Building
- 2.14.6.8 Lee Tran Rosa Parks Facility
- 2.14.6.9 Melvin Morgan Constitutional Complex
- 2.14.6.10 Human and Veteran Services Building
- 2.14.6.11 Ft. Myers Regional Library (including Library Admin, and Talking Books)
- 2.14.6.12 Evening Cleaning only will be needed for the following building
- 2.14.6.13 Sheriffs Civil Office

2.14.7 Day crew only will be needed at the following Building

2.14.7.1 Hough St. Warehouse.

2.14.7.1.1 Service: Daily, they empty garbage, clean the one (1) bathroom and do any floor clean up/mopping that is necessary.

2.14.8 Day crew shall be required from 7:00 a.m. to 5:00 p.m. and night crew required from 5:00 p.m. until finished, however, these hours may be adjusted depending on the specific needs of the occupants of the buildings.

2.14.9 Most buildings will require normal cleaning Monday through Friday with special work requirements (shampooing of carpets, stripping & waxing of floors, pressure washing, window washing, etc.) being scheduled either during the evening hours, on weekends or over holidays. All special work requirements shall be scheduled through the County.

2.15 Additional Facility Specific Requirements

2.15.1 All tasks for these facilities shall be in addition to Minimum Tasks and "**Attachment 2 General Cleaning Services**" provided herein.

2.15.1.1 Rosa Parks Intermodal Facility

Address: 2250 Widman Way, Fort Myers, FL 33919 Total Square Footage: 2,600

2.15.1.1.1 The entire Greyhound Bus Lines area of the interior of the building is excluded from this Agreement. The exterior area is included.

- 2.15.1.1.2 Daily service frequency at this facility shall be as follows:
 - (8 hours per day) Mon thru Sat - 7am to 8am, 12pm to 1pm and 4pm to 10pm

- 2.15.1.1.3 Vendor shall complete the following task on the exterior of the building daily:
 - Pick-up trash around building and canopies.
 - Empty and put in new liner bag in trash cans around building and canopy areas
 - Sweep/Wash down steps and walks, as required
 - Shake and sweep down interior/exterior floor mats
 - Clean ash bins and replace sand as necessary
 - Clean and sanitize the pay phones at exterior of building
 - Building exterior window washing: Twice weekly

- 2.15.1.1.4 Vendor shall complete the following task on the interior of the building daily:
 - Office space (once a day)
 - Empty all wastebaskets
 - Sweep and mop floor in the office space
 - Clean and sanitize drinking fountains
 - Clean walls and windows
 - Sweep floor mats
 - Wipe down vending machines
 - Pressure Cleaning shall be done monthly.
 - Pressure cleaning shall include the building and driveway canopy, all of the concrete walkways around the building, parking lots, and driveways. This shall include the cleaning of all exterior glass.
 - Pressure Cleaning shall be scheduled with County.

2.15.1.2 Justice Center Annex/Annex Garage

2.15.1.2.1 Justice Center Annex (SunTrust Building)
 Address: 2000 Main St., Ft. Myers, FL. 33901 Total Square Footage: 122,252

2.15.1.2.2 Justice Center Annex Garage
 Address: 2050 Dr. Martin Luther King Jr Blvd. Ft. Myers FL. 33901
 Total Square Footage: 91,495

- State Attorney's Office will provide the vendor with Security Badge access to the 6th, 7th, and 9th floors as well as Suites 240, 270, 802 and 806 between the hours of 7:00 a.m. and 9:00 a.m. weekdays for the Justice Center Annex (Sun Trust Building). Work shall be performed between the hours of 7:00 a.m. and 8:30 a.m. Access to State Attorney's offices after 5:00 p.m. during the week or at 9:00 a.m. on Saturday must be coordinated with the office and Vendor will need to be escorted. Vendor's crew may need to be finger printed for access to this area.
- In the Justice Center Annex, Court Administration offices on the 4th floor shall be cleaned after 9:30 a.m. and 12pm. Court personnel will need to be present during cleaning.
- Staff from the Justice Center Annex day crew will be needed to do the normal cleaning tasks during the day crew shift at the following building:
 - Justice Center Annex Garage
 - * Any special work requirements (i.e. pressure washing) shall be scheduled with the County.
- Marble Floors shall be buffed at least once a month to maintain the finish. A new finish shall be applied as necessary to keep the quality of appearance and slip resistant factors. Products used on the marble floors shall be discussed with the County before using. The marble walls shall be dusted and damp wiped on a regular basis.

2.15.1.3 Justice Center/ Justice Center Tower/Community Assessment/Jail Administration, Warrants, and Receiving/ Judges Garage/ Employee Garage, Offices, and Elevators.

2.15.1.3.1 Justice Center

Address: 1700 Monroe St., Fort Myers, FL 33901

Total Square Footage: 287,948

2.15.1.3.2 Justice Center Tower (Pod E)

Address: 1700 Monroe St. Ft. Myers, FL. 33901

Total Square Footage: 141,959

2.15.1.3.3 Community Assessment Center (Juvenile Assessment)

Address: 2115 Dr. Martin Luther King Jr Blvd, Fort Myers, FL 33901

Total Square Footage: 4,913

- 2.15.1.3.4 Jail Administration
Address: 2115 Dr. Martin Luther King Jr Blvd, Fort Myers, FL 33901
Total Square Footage: 2,784
- 2.15.1.3.5 Jail Receiving Lobby
Address: 2115 Dr. Martin Luther King Jr Blvd, Fort Myers, FL 33901
Total Square Footage: 1,713
- 2.15.1.3.6 Employee Garage/Offices/Elevators
Address: 2029 Monroe St. Fort Myers, FL 33901 Total Square Footage:
264,936
- 2.15.1.3.7 Judges Garage
Address: 1700 Monroe St. Fort Myers, FL 33901 Total Square Footage:
51,000
- Floors 1, 2, 3, 4, 5, 6, 7 and 8 bathrooms shall be serviced every hour. The below given checklist shall be followed each time the bathrooms are cleaned.
 - Bathroom Service Checklist hourly:
 - Check all paper goods and resupply as necessary
 - Resupply soap dispensers as needed
 - Clean the counters and mirrors
 - Clean the stalls as needed
 - Clean all fixtures as needed
 - Sweep floor and pick up any litter as needed
 - Damp mop any areas as necessary
 - Empty and reline all trash receptacles as needed
 - The Judicial Chambers shall be cleaned during the normal daily schedule between the hours of 7:00 a.m. – 8:30 a.m. This can be arranged between the Vendor and the sitting Judge.
 - Courtrooms, Jury Deliberation Rooms, Judges Conference Rooms, Associated Restrooms, etc. shall be cleaned after normal business hours and after court session is complete.
 - First floor staff restrooms and the Tower Judicial 9th and 10th floors have Shower facilities and shall be cleaned during normal business hours.

- Stairwells

All stairwells in the building shall be cleaned on a daily basis. Some can be cleaned during the day and some at night. Cleaning shall include:

 - Sweeping down stairs
 - Moping stairs as necessary
 - Dusting banisters
 - Wiping down banister with cleaner/disinfectant
 - Wiping or sweeping down walls to keep them free of any dust particles and dirt.
 - Cleaning any windows that are in the stairwells may not have to be done on a daily basis, but must be checked on a daily basis and cleaned as needed.

- Court Administration offices, the Electronic Court Reporting office, Records, Probation and Pre Trial areas shall be cleaned between 7:00 a.m. and 8:30 a.m. daily.

- Staff from the Justice Center day crew shall do the normal cleaning tasks at the following building during the day crew shift:
 - Community Assessment Center
 - * Any special work requirements will have to be scheduled with the building occupants and/or County.

- Staff from the Justice Center day crew shall do the normal cleaning tasks during the day crew shift and other tasks as stated below at the following buildings:
 - Jail Administration Offices – Floor work after 5:00 p.m. Monday –Friday
 - Jail Warrants Office – Floor work shall be done on Sundays
 - Jail Receiving Lobby – Floors shall be mopped 2 times per day, preferably around 11:30 a.m. and between 5:00 p.m. and 5:30 p.m. Monday-Friday
 - * Any special work requirements shall be scheduled with the building occupants or County.

- Staff from the Justice Center day crew shall do the normal cleaning tasks during the day crew shift at the following building:

- Employee Garage Offices & Elevators – Offices shall cleaned Monday -Friday
 - * Any special work requirements (i.e. pressure washing) shall be scheduled with the County.
- During heavy downpours of rain, it may be required that a mop be provided for court staff to use to keep the floors dry at the entrances to the Justice Center.
- Staff from the Justice Center or Justice Center Tower (Pod E) will be needed to do the normal cleaning tasks during the day crew shift at the following building:
 - Judges Garage
 - * Since this area is a secured area, any special work requirements shall be scheduled with the County.
 - During heavy downpours of rain, it may be required that a mop be provided for court staff to use to keep the floors dry at the entrances to the Justice Center Tower.

2.15.1.4 Community Development / Public Works

Address: 1500 Monroe St. Ft. Myers, FL. 33901 Total Square Footage: 100,000

- 2.15.1.4.1 The Hearing Examiners office on the second floor is a secured and schedules for cleaning that area shall be coordinated with the office personnel.

2.15.1.5 Old Courthouse Building

Address: 2120 Main St, Fort Myers, FL 33901 Total Square Footage: 20,247

2.15.1.5.1 Wooden Floor in the Commission Chamber

- The floor is made of wood with a varnished and waxed finish. The following guidelines shall be followed when cleaning this floor:
- Dust mop or vacuum daily.
- Clean with a “non-water based” cleaner made for this type of wood flooring, once a week or as necessary. The County must first approve any cleaning chemicals used on this floor for use.
- Buff with a soft pad (i.e. all cotton/terry bonnet pad with no scrubber strips) as necessary.

- Refinishing of the surface shall be done as needed, and will be discussed with the Vendor at that time. Lee County reserves the right to seek bids/prices for this work from outside vendors.

2.15.1.6 Banyon Tree Berries

2.15.1.6.1 When the Banyan tree is producing berries the vendor shall sweep and/or scrap the berries off the concrete surface two times per day, first thing in the morning and then again after the noon hour. Concrete surface shall be pressure washed as necessary to keep surface clean during this time.

2.15.1.6.2 During all other times, Vendor shall sweep that area first thing in the morning and check it during the day, sweeping as necessary.

2.15.1.7 Ft. Myers Regional Library/ Library Administration Address:

2450 First St, Fort Myers, FL 33901 (North and South Buildings)

Total Square Footage (interior): 42,784 Total Square Footage (exterior): 48,000

Address: 2345 Union St, Fort Myers, FL 33901 (Library Administration)

Total Square Footage: 6,975

2.15.1.7.1 Cleaning shall be performed on a six (6) day per week basis, exclusive of holidays, for the Ft. Myers Regional Library, the South Building Meeting Rooms, office area, and the Cornog Plaza.

2.15.1.7.2 Cleaning Shall be performed on a (5) day per week basis, exclusive of holidays, for Talking Books (located at the South Building), and Library Administration. Work shall be done after normal library hours, as listed below, except for the day porter. Hours listed are current normal working hours and are subject to change. Every attempt will be made to provide Vendor a 48 hours' notice of any library working hour changes.

2.15.1.7.3 Fort Myers Regional Library shall be provided a day porter for five (5) hours per day.

- The hours of operation are as follows:
 - Ft. Myers Regional Library is open Monday through Wednesday from 9:00 a.m. to 8:00 p.m., Thursday from 9:00 a.m. to 6:00 p.m., and Friday and Saturday from 9:00 a.m. to 5:00 p.m.
 - Talking Books is open from 9:00 a.m. to 5:00 p.m. Monday through Friday.

- Library Administration is open from 8:00 a.m. to 5:00 p.m. Monday through Friday.
- The Cornog Plaza shall be considered “open” the same hours as the Fort Myers Regional Library. However, there will be events held on the plaza before or after hours on occasion from outside sponsors. Care shall be taken to not disrupt such activities.
- The South Building Meeting Rooms/Events office area may again be considered “open” the same hours as the Fort Myers Regional Library. However, there will be held meetings before or after hours on occasion from outside parties. Care needs to be taken to not disrupt such activities—the entity requesting the use of the meeting room must pay a rental fee.

2.15.1.7.4 The six-day per week service shall be Monday through Saturday. The Vendor shall make emergency service available to the County.

2.15.1.7.5 All suspended light fixtures and high ceilings shall be cleaned quarterly. Vendor shall dust all fans, beams, columns, ledges, AC vents, and pipes. All dust, cobwebs, bugs, dirt, etc shall be removed.

2.15.1.7.6 Monumental Staircase Cleaning at Ft. Myers Regional Library

- The stainless steel rail shall be cleaned daily. The glass on the monumental staircase shall be cleaned weekly. The stone on the monumental staircase shall be cleaned and polished weekly.

2.15.1.7.7 “Attachment 3 Library Cleaning Services” checklists shall be used for the Library and Library Administration.

2.15.1.8 City County Annex
Address: 1825 Hendry, Fort Myers, FL 33901 Total Square Footage: 45,000

2.15.1.8.1 No additional tasks.

2.15.1.9 Administration Building
Address: 2115 Second St. Fort Myers, FL 33901 Total Square Footage: 76,807

2.15.1.9.1 No additional tasks.

2.15.1.10 Administration East

Address: 2201 Second St, Fort Myers, FL 33901 Total Square Footage: 67,588

2.15.1.10.1 No additional tasks.

2.15.1.11 Human and Veteran Services

Address: 2440 Thompson St, Fort Myers, FL 33901 Total Square Footage:
1,933

2.15.1.11.1 No additional tasks

2.15.1.12 Melvin Morgan Constitutional Complex

Address: 2480 Thompson St, Ft Myers, FL 33901 Total Square Footage:
103,732

2.15.1.12.1 No additional tasks

2.15.1.13 Hough Street Warehouse (1 office, 1 restroom)

Address: 1953 Hough St. Fort Myers, FL 33901 Total Square Footage: 22,172

2.15.1.13.1 No additional Tasks

2.15.1.14 Sheriff's Civil Office

Address: 2072 Victoria Ave., Fort Myers, FL 33901 Total Square Footage:
4000

2.15.1.14.1 No additional tasks

2.16 Personnel Requirements

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

2.16.2 Project Coordinator

2.16.2.1 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.

2.16.3 Chief Supervisor

2.16.3.1 This position will answer primarily to the Downtown Project Coordinator and will act as liaison between the Downtown Coordinator and cleaning personnel, in particular directing the crew leaders of the cleaning staff in each building, both day and night shifts. Duties would include, but not limited to making sure all supply closets are filled, fielding telephone calls, complaints and requests from building occupants, overseeing all work being performed in each building. This person must have a local cell phone number and be able to be contacted throughout the day should contact with the Downtown Coordinator be interrupted. This position will perform quality assurance inspections of the work performed by the night and day cleaning personnel.

2.16.4 Crew Supervisor

2.16.4.1 Each cleaning crew necessary for this contract will be required to be supervised by a Crew Supervisor. Each Crew Supervisor will be on site with the cleaning staff to ensure that all cleaning tasks are assigned, carried out and completed properly. The Crew Supervisor will be required to delegate any special requests from the Downtown Project Coordinator and/or the Chief Supervisor.

2.16.5 Cleaning Crews

2.16.5.1 Requirements for staffing the cleaning crews will include, but not limited to, the following positions:

2.16.5.1.1 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 as determined by authorized staff or Facility Manager 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.
- Porter assignments shall include, but not limited to: Bathrooms, entranceways, immediate outside surroundings (including parking lots), trash & recycling, mopping, spill clean-up, bright works, light dusting, wiping down of horizontal & vertical surfaces, floor work (as needed), 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.

2.16.6 Utility Person

2.16.6.1 The Utility Person will be required to do light moving and miscellaneous special cleaning tasks. 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.

2.16.6.2 The Utility Person dedicated for Court Services will be required to do light moving and miscellaneous special cleaning tasks shared between Court Administration, Public Defender and State Attorney Offices. Scheduling for this person will be coordinated between the Vendor and the department.

2.16.7 Bathroom Cleaner, Trash & Recycling Person & Floor Person

2.16.7.1 These positions are minimum requirements for the cleaning crews. The Vendor will need to staff each crew according to the needs of the building being serviced.

2.16.7.2 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.

2.16.7.3 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.

2.17 Special Cleaning Task Requirements

2.17.1 Special cleaning tasks will require coordination and prior approval with the County Facility Manager or manager's designee a minimum two weeks prior to the work being performed. Some areas may require an escort for custodial staff in some buildings/locations. It is preferred that these tasks be performed after business/facility operational hours, on the weekends or over holidays to avoid patrons and employee sensitivity issues.

2.17.2 If Vendor sub-contracts special cleaning tasks then a Vendor supervisory staff member must be present to oversee the task. The County reserves the right to approve of the subcontracted firm prior to the work being performed. The Vendor(s) must provide adequate coverage and hold Lee County harmless. The subcontracted firm that does this task must be properly licensed to perform the task.

2.17.3 Special cleaning tasks frequency and requirements may vary by locations, and would be outlined/identified by individual premises and or checklists as outlined herein.

2.17.3.1 Building Interior and Exterior Window Washing

2.17.3.1.1 Vendor shall be required to clean interior and exterior windows at various locations on an as needed basis. Vendor shall schedule this task with the County.

2.17.3.2 Carpet Cleaning

2.17.3.2.1 Carpet and upholstery cleaning shall be done quarterly scheduled with the County on a per facility basis.

2.17.3.2.2 A bonnet deep cleaning carbonated solution process shall be used to clean carpet and upholstery. The cleaning method used shall be a controlled amount of moisture applied to clean the carpet/upholstery and leave it dry and ready to use immediately (estimated in 60 minutes). Cleaning agents used shall be safe, effective and non-toxic. Dehumidifiers shall be used, if applicable.

2.17.3.3 Strip and Re-waxing of Hard Floors

2.17.3.3.1 Quality floor finishes with a minimum slip resistance factor (static coefficient of friction) of .5, as measured by American Society of Testing and Materials (ASTM) test method standards, shall be used on hard floor surfaces in County buildings. Vendor and County will work together on the frequency and scheduling of this task.

2.17.3.4 Electrostatic Sanitizing And Day Porter Wiping Down

2.17.3.4.1 Electrostatic sanitizing and day porter wiping down shall be done on an "as needed" basis and will be scheduled with the County on a per facility basis.

- One (1) day porter person for the downtown buildings. They go to each building 2 times a day and wipe down all of the high traffic areas.

2.17.3.5 Mechanical/Equipment/Maintenance Rooms

2.17.3.5.1 Most of Lee County buildings have mechanical room(s). These rooms are not to be entered or cleaned without prior authorization and instructions from the County.

2.17.3.5.2 The cleaning of these rooms can only be done in the presence of the County.

2.17.3.5.3 The cleaning shall include but is not limited to sweeping, dusting, mopping, and pressure cleaning the floor, as needed. For purposes of this bid, it is estimated that this requirement would be 3 times a year.

2.18 Building Activation for Emergency Operations

2.18.1 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 will notify the vendor when this additional service is needed.

2.19 Vendor Requirements

2.19.1 The Vendor shall notify the County of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.).

2.19.2 The Vendor shall communicate with the County monthly, for customer service reviews. Communication can be through telephone conversations or meetings that are held at mutually agreeable times.

2.20 Required Information

2.20.1 The following information shall be supplied to the COUNTY prior to the commencement of work:

2.20.1.1 All employee background checks where requested by the County.

2.20.1.2 Material Safety Data Sheets for chemicals being used

2.20.1.3 Sample employee identification badge

2.20.1.4 Names and phone numbers of on-site personnel and company representatives

2.20.1.5 Sample cleaning personnel sign-in sheet

2.21 Communication and Local Office

2.21.1 To facilitate communication between the Vendor's personnel and the County, the Vendor must provide cell phones or some other form of communication to the on-site supervisors/leads, Porter(s), and on-duty Supervisors/managers.

2.21.2 During 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.

2.21.3 The County will designate a contact person per facility.

2.21.4 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.

End of Detailed Specifications

1. BACKGROUND CHECKS

1.1 The awarded vendor will be required to perform background checks as provided herein for all employees that will be working in the County's facilities as required by law. Additional background checks may be required for secure facilities with restricted access.

2. EXAMINATION OF SITE AND OTHER RELATIVE MATERIAL

2.1 The Vendor shall have visited the site(s) and shall have fully acquainted and familiarized themselves with conditions as they exist and the operations to be carried out. The Vendor shall make such investigations as they may see fit, so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work. Vendor shall also thoroughly examine and be familiar with all the specifications.

2.2 The failure or omission of the Vendor to receive or examine any instruction or document, or any part of the specifications or to visit the site(s) and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the Vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose thereof and their obligations there under and that the Vendor should not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.

3. PRICING

3.1 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.

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

4. METHOD OF PAYMENT & INVOICING

4.1 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.

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

5. DEFAULTS BY VENDOR

5.1 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:

5.1.1 Failure of the Vendor to maintain satisfactory performance level.

5.1.2 Failure of the Vendor to start within the time stated in the County notice to proceed, written authorization, purchase order or equivalent.

5.1.3 Failure of the Vendor to pay employees and/or suppliers for work performed and/or materials and supplies used under this contract.

5.1.4 Insolvency of Vendor.

6. ADDITION OR DELETION SPACE

6.1 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.

6.2 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.

7. ASSIGNMENT OF CONTRACT

7.1 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.

7.2 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.

8. ADDITIONAL SERVICES

8.1 The below services will be provided as outlined within the submitted proposal for RFP2000327BAG by American Facility Services Inc. on file with the Procurement Management Department. These services are included but not limited to:

- 8.1.1 Plan of Approach
- 8.1.2 Backup Personnel
- 8.1.3 Management Transition Plan
- 8.1.4 Implementation Plan
 - 8.1.4.1 Week 1
 - 8.1.4.2 Week 2
 - 8.1.4.3 Week 3
 - 8.1.4.4 Week 4
 - 8.1.4.5 Week 5
 - 8.1.4.6 Week 6
 - 8.1.4.7 Week 7
- 8.1.5 Training
 - 8.1.5.1 Orientation
 - 8.1.5.2 Advanced Techniques
- 8.1.6 Quaility Control Plan
 - 8.1.6.1 Key Personnel
 - 8.1.6.2 Inspection Frequencies
 - 8.1.6.3 Inspection Checklists
 - 8.1.6.4 Documenting and Enforcing QC Operations
- 8.1.7 Customer Service
 - 8.1.7.1 Communication with Facility Administrators
- 8.1.8 Personnel
 - 8.1.8.1 Staffing Capabilities

**EXHIBIT B
FEE SCHEDULE**

<i>Custodial Services for Downtown Facilities Facilities to be Cleaned (Basis of Award)</i>		
Item	Description	Monthly Cost
1	Rosa Parks Intermodal Facility	\$ 5,263.33
2	Sheriff's Civil Office	\$ 835.91
3	Melvin Morgan Constitutional Complex	\$ 8,755.69
4	Hough St. Warehouse	\$ 292.86
5	Human and Veteran Services	\$ 2,331.31
6	Ft. Myers Regional Library/ Library Administration	\$ 8,763.76
7	Administration	\$ 6,096.93
8	Administration East	\$ 3,835.95
9	Old Courthouse	\$ 1,381.26
10	Justice Center	\$19,585.57
11	Justice Center Annex	\$ 8,643.85
12	Justice Center Tower (Pod E)	\$11,939.05
13	Jail Administration	\$ 343.59
14	Community Assessment Center	\$ 676.80
15	Jail Receiving Lobby	\$ 333.21
16	Community Development/ Public Works	\$ 8,216.09
17	City/County Annex	\$ 4,928.96
18	Employee Garage and Offices	\$ 857.81
19	Justice Center Annex Garage	\$ 164.30
20	Judges Garage	\$ 333.79
		MONTHLY TOTAL
		\$ 93,580.02
<i>Additional Charges (As Needed Basis)</i>		

Item	Description	Unit of Measure	Estimated Quantity	Unit Price
1	Hourly Rate for Emergency Work	hr	1	\$ 38.00
2	Hourly Rate for Electrostatic Sanitizing and Day Porter Wiping Down	hr	1	\$ 35.00
3	Upholstry Cleaning (Fabric only)	per item	1	\$ 5.50

EXHIBIT C

INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Janitorial Bond

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

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

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

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

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

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

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

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

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

Revised 03/26/2018 - Page 1 of 2



Verification of Coverage:

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

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

Special Requirements:

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

EXHIBIT D

VENDOR BACKGROUND SCREENING AFFIDAVIT



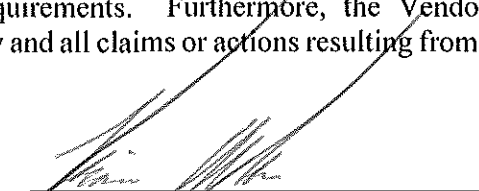
VENDOR BACKGROUND SCREENING AFFIDAVIT

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: 11/10/20



Signature

STATE OF GEORGIA
COUNTY OF FORSYTH

Kevin McCann, President

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 10th day of November, 2020, 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: _____.

[Stamp/seal required]



Signature, Notary Public

