

RFP240197KLB
Medical Examiner Office Janitorial Services
United States Service Industries, Inc. dba Grupo Eulen

E1 Contract # N/A

AGREEMENT FOR JANITORIAL SERVICES FOR MEDICAL EXAMINER'S OFFICE

THIS AGREEMENT ("Agreement") is made and entered into by and between the District 21 Medical Examiner's Office, hereinafter referred to as the "Medical Examiner" and United States Service Industries, Inc. dba Grupo Eulen, a Delaware corporation authorized to do business in the State of Florida, whose address is 5950 Symphony Woods Rd., Suite 305, Columbia, MD 21044, and whose federal tax identification number is 52-0897024, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the Medical Examiner intends to purchase janitorial services from the Vendor in connection with "Medical Examiner Officer Janitorial Services" (the "Purchase"); and,

WHEREAS, on behalf of the Medical Examiner, the Lee County Procurement Management Department, hereinafter referred to as the "County", issued Solicitation No. RFP240197KLB on May 3, 2024 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on June 25, 2024; 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 Medical Examiner 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. A more specific description of the project is set forth in Sections 1 through 20 of the Detailed Specifications section in RFP240197KLB, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. RFP240197KLB, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for a 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 term of two (2) years. The increments of renewal shall be at the sole discretion of the Medical Examiner as deemed in its best interest.

- 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 Medical Examiner 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 Medical Examiner. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and Medical Examiner may elect to request no products or services. If the Medical Examiner authorizes delivery of products or performance of services, the Medical Examiner reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County, on behalf of the Medical Examiner's Office, under this Agreement are subject to the availability of an annual appropriation for this purpose by the Medical Examiner. In the event of non-appropriation of funds by the Medical Examiner for the services provided under this Agreement, the Medical Examiner 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 Medical Examiner shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The Medical Examiner 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 Medical

Examiner 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 address indicated on the purchase order 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.

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 Medical Examiner.
- B. If the Medical Examiner 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 Medical Examiner 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 and the Medical Examiner 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 Medical Examiner's or 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 the Medical Examiner or the 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 Medical Examiner or County in order to perform the services required under this Agreement;
 - 2) upon request from the Medical Examiner or County, provide the Medical Examiner or 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 Medical Examiner or 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 Medical Examiner or 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 Medical Examiner or 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 Medical Examiner or the County shall be that of an independent contractor and not as employees of the Medical Examiner or 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. 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 Medical Examiner 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 Medical Examiner'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.

X. 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.

XI. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the Medical Examiner, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.
- B. OPPORTUNITY TO CURE In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the Medical Examiner may issue a written cure notice. The Vendor may have a period of time in which to cure. The Medical Examiner is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible

as, determined solely within the discretion of the Medical Examiner. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the Medical Examiner may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the Medical Examiner for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the Medical Examiner, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the Medical Examiner shall be liable only for payment required under this Agreement for properly authorized services rendered, or

materials, supplies and/or equipment delivered to and accepted by the Medical Examiner prior to the effective date of Agreement termination. The Medical Examiner shall have no other obligation whatsoever to the Vendor for such termination.

- E. The Medical Examiner'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.

XII. 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.

XIII. 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 Medical Examiner and claims for the money due or to become due to the Vendor from the Medical Examiner under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the Medical Examiner. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the Medical Examiner.

- 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 Medical Examiner 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 Medical Examiner'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 email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Angeles Campoy
 Title: Granadero
 Title: President/CFO
 Address: 5950 Symphony
Woods Rd. Ste. 305
Columbia, MD
21044
 Telephone: (202) 783-2030
 Facsimile: (202) 393-5541
 Email: dhewick@eulen.com

County's Representative

Name: Mary Tucker
 Title: Procurement
Management Director
 Address: P.O. Box 398
Fort Myers, FL 33902
 Telephone: (239) 533-8881
 Facsimile: (239) 485-8383
 Email: mtucker@leegov.com

- J. Any change in the Medical Examiner'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. Purchase Order
 - 3. Solicitation
 - 4. Vendor's Submittal in Response to the Solicitation


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

WITNESS:

Signed By:


Print Name:


Ramiro Alvarez

**UNITED STATES SERVICE INDUSTRIES,
INC.**

Signed By:

Print Name:


ANGELES CAMACHO

Title:

CEO

Date:

07/11/24

**DISTRICT 21 MEDICAL EXAMINER'S
OFFICE**

Signed By:

Signed by:

Rebecca A. Hamilton, M.D.

Print Name:

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Title:

Chief Medical Examiner

Date:

7/25/2024 | 2:53 PM EDT

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

BY:

DocuSigned by:

Amanda L. Swindle

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OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF SERVICES

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DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide Janitorial Services for the District 21 Medical Examiner's Office located at 70 South Danley Drive, Fort Myers Florida 33907. The work shall include but is not limited to: Providing all labor, supervision, transportation, tools, equipment, and chemicals for the execution of Custodial Services in accordance with the requirements in this solicitation.
- 1.2. The building is a single-story structure consisting of approximately 11,200 square feet of cleanable space. Approximately 6,300 square feet consists of administrative offices and 4,900 square feet consists of the morgue/autopsy suites.

2. SCHEDULE/LIMITATIONS

- 2.1. The Vendor shall provide the routine services daily during non-office hours. Schedule hours are subject to change depending on the Medical Examiner's Office needs and workload.

2.2. Activation for Emergency Operations

- 2.2.1. In emergency situations, it may become necessary to activate certain areas of this building to facilitate emergency operations personnel. In those situations, personnel may be occupying some areas twenty four (24) hours a day and weekends. If this occurs, it will become necessary for the Vendor to provide janitorial services during these periods. Compensation will be provided at an hourly rate.
- 2.2.2. If the emergency requires the Vendor to pay overtime wages, they will be provided at 1.5 times the hourly rates.
- 2.2.3. The Medical Examiner's Office shall notify the Vendor when these additional services are needed.

3. COMMUNICATION AND REPORTING

- 3.1. To facilitate communication between the Vendor's personnel and the Medical Examiner's Office, 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.
- 3.2. During emergency situations, it may be necessary to contact Vendor personnel after normal work hours. The Vendor shall be required to answer calls 24 hours per day and shall be required to provide an immediate response time. Vendor must also provide the County with emergency contact phone numbers and personnel.
- 3.3. The Medical Examiner's Office shall designate a contact person.
- 3.4. The Vendor's supervisory personnel will routinely be dealing with the Medical Examiner's Office personnel. The Vendor shall ensure these supervisors are fluent in English. Moreover, any of the Vendor's personnel who have regular interaction with the Medical Examiner's Office staff, take direction from the Medical Examiner's Office staff, and/or perform their duties in the absence of Vendor's supervisory personnel, shall also be fluent in English.

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3.5. Reporting

- 3.5.1. A sign-in sheet detailing company, name of personnel on duty, time in and out must be available and on site for the Medical Examiner's Office during regular service and emergency situations. This form shall be provided by the Vendor for its personnel and shall be completed for each date of service and shall remain posted in the custodial closet, if applicable, or the building, for review by the Building Facilities Coordinator. The Medical Examiner's Office may choose to provide their own document to ensure daily, weekly, monthly, quarterly, and semi-annual items are completed, at the discretion of each location.

4. GENERAL WORK REQUIREMENTS:

- 4.1. Vendor's employees will be responsible for acting in accordance with all Lee County and the Medical Examiner's Office security policies, while cleaning, and during entering and exiting the property. Any misuse of the policies will be grounds for immediate termination of this contract.

5. SUPERVISION AND SAFETY

- 5.1. 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/service 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.
- 5.2. The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be always maintained in safe operating condition, free from defects or wear, which may in any way constitute a hazard to any person or persons on County property. All electrical equipment shall be properly grounded. All employees must wear proper personal protective equipment while working on County premises.

6. DAMAGE TO PROPERTY

- 6.1. Liability for damage or theft of The Medical Examiner's Office or County property directly caused by the Vendor during the janitorial operations shall be assumed by the Vendor. A written report of same and cause of damage must be submitted to the Medical Examiner's Office contact within 24 hours of occurrence.

7. MATERIALS, CHEMICALS AND EQUIPMENT

- 7.1. The Vendor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all chemicals, materials, tools, apparatus, and property of every description used in connection therewith.
 - 7.1.1. The Vendor shall furnish and maintain all the necessary equipment to perform services. The County may conduct an inventory to verify equipment quantities and condition. This is applicable for equipment to complete the tasks (i.e., mops, vacuums, brooms, etc.).
 - 7.1.2. As a requirement, upon the request of the Medical Examiner's Office, the Vendor shall provide a list of all materials and supplies utilized. All cleaning materials such as bathroom cleaners, general purpose cleaners, and glass cleaners must meet Green Seal requirements.
 - 7.1.3. Under no circumstances shall any aerosol cleaning products be utilized. Soap dispensers shall be supplied by the Vendor and filled with antibacterial soap.

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- 7.1.4. Vendor shall use only vacuum cleaners with the Hepa filtration system. Vacuums must be approved for use by the Medical Examiner's Office Representative. If at any time during this contract, the vacuum cleaners need to be replaced, the replacement must have a Hepa filtration system and be approved by the Medical Examiner's Office Representative. Filters must be changed as required by vacuum equipment manufacturer.
- 7.1.5. The Medical Examiner's Office / The County will not be responsible or liable for any equipment left on site, theft, vandalism or equivalent.
- 7.1.6. NOTE: MANUALLY OPERATED CARPET SWEEPERS ARE NOT TO BE USED IN PLACE OF AN ELECTRIC VACUUM CLEANER ON CARPETING.

8. CONSUMABLES USAGE

- 8.1. The cost of the consumables used under the contract shall be reimbursable to the Vendor. The Vendor shall invoice the cost of consumables used monthly. Each invoice of reimbursed consumables shall include the original invoice. No increases or mark-ups above and beyond the original cost of the consumable products are allowed. Pricing for consumables shall be for actual costs paid.
- 8.2. The payment of consumable supplies (toilet paper, antibacterial soap, paper towels, etc.) shall be invoiced with a copy of the paid invoice from the Vendor. These items are not to be marked up or have a price increase passed onto the Medical Examiner's Office.
 - 8.2.1. Vendor shall request and receive prior written approval of any special consumable requested outside of toilet paper, soap, and or paper towels for use based on needs. Approval of such items is at the sole discretion of the Medical Examiner's Office.
- 8.3. The Medical Examiner's Office requires that only recycled paper products be provided.
- 8.4. The Medical Examiner's Office may choose at their sole discretion to purchase consumables and provide to awarded Vendor.
- 8.5. Toilet paper shall be of 100% post-consumer waste content, double ply such as Fort Howard or approved equivalent.

9. QUALITY STANDARDS

- 9.1. In general, the achievement of the desired standards as outlined herein shall result in an almost complete absence of visible soil. To maintain the facilities in this condition, Vendor must immediately remove any visible soil which is found during their inspection. For purposes of definition, absence of visible soil shall be as follows:
 - 9.1.1. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture, and equipment.
 - 9.1.2. Absence of litter and trash on floor and horizontal surfaces of equipment.
 - 9.1.3. Absence of finger marks, spots, and soil build-up on walls, partitions, doors, dividers, etc.
 - 9.1.4. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs and bases.
 - 9.1.5. 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.
 - 9.1.6. Absence of dust, spots, soil build-up and encrustations on furniture and equipment surfaces and legs.
 - 9.1.7. Absence of dust, lint, and litter on upholstered furniture.

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- 9.1.8 Absence of soil, litter, dust and encrustations in ash trays, urns, wastebaskets, and trash containers. Wastebaskets and trash containers to be washed when found in the condition of spills, soils, etc. on the inside and outside of the container.
- 9.1.9 Absence of marks, spots, stains and streaks on interior and exterior entrance door and lobby glass and all partition glass.
- 9.1.10 Absence of soil and dust on window blinds, shades, sills, frames, and ledges.
- 9.1.11 Absence of other visible soil and cobwebs on horizontal surfaces including ceilings.
- 9.1.12 Absence of trash in building. Trash shall be collected and removed to designated area.
- 9.1.13 Absence of soil, litter, dust and spots from all carpets, mats, and floors.
- 9.1.14 Absence of streaks, spots, stains from all brightwork, where appropriate. All brightwork shall be polished dry to a high sheen.

10. WORKSMANSHIP AND INSPECTIONS

- 10.1. The Medical Examiner's Office shall be the sole judge to any and all questions which may arise as to the quality, performance, and acceptability of materials used and work performed, as well as the manner of performance.
- 10.2. Workmanship shall be of the highest quality. The Vendor shall, at all times, enforce strict discipline and good order among its employees.
- 10.3. All work that does not meet the specifications must be corrected and evaluated by the Medical Examiner's Office. The Medical Examiner's Office has the right to deny a monthly payment for work not completed for that period of time.

11. JANITORIAL STORAGE

- 11.1 The Medical Examiner's Office will provide storage areas that will be used for the Vendor's supplies and equipment. These storage areas will be maintained by the Vendor in a clean, orderly, secured, and safe condition.

12. TRASH REMOVAL

- 12.1 The Vendor shall utilize the trash system presently in use and in compliance with Lee County Ordinances.

13. DEFAULTS BY CONTRACTOR

- 13.1 The Vendor may be declared in default and may be terminated by the Medical Examiner's Office at its sole discretion, within seven (7) calendar days' notice for any one of the following reasons:
 - 13.1.1 Failure of the Vendor to maintain a satisfactory performance level.
 - 13.1.2 Failure of the Vendor to start work within the time stated in the Medical Examiner's Office notice to begin janitorial services.
 - 13.1.3 Failure of the Vendor to pay employees and/or suppliers for work performed and/or materials and supplies used under this contract.
 - 13.1.4 Insolvency of the Vendor.
 - 13.1.5 Death of the Vendor if the Vendor is an individual.
 - 13.1.6 Breach of security or confidentiality.

14. PERSONEL REQUIREMENTS

- 14.1 The following positions shall be provided by the Vendor.

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- 14.1.1 Project Coordinator - This position shall be responsible for directing all cleaning staff including day and night crews. This person shall be responsible for all personnel working under this contract. Duties may include, but not be limited to, crew scheduling, ordering and warehousing product supplies, and to act as liaison between the Facility Manager and building occupants. This position shall be responsible to field calls from building occupants when necessary. This position 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 have the ability to be contacted 24 hours a day.
- 14.1.2 Cleaning Crews - All cleaning shall be done during non-office hours. Works hours are not specified but shall be sufficient to accomplish all work. The staffing of crews must accomplish all required tasks as outlined below based on facility. The Vendor is expected to staff the cleaning crew(s) at their discretion. There shall be one cleaning crew designated for the office areas only and one cleaning crew designated for the morgue area only. Cleaning crews may be required to complete a checklist and sign in and out at each facility, at the Medical Examiner's Office discretion.
- 14.1.3 The Vendor shall be liable for all State and Federal Payroll or Social Security Taxes, Unemployment Compensation Tax, and guarantees to hold the County harmless in every respect for violations by the Vendor of any such laws.
- 14.1.4 Vendor's employees must comply with the Florida Clean Indoor Air Act, Florida Statute 386, by observing no smoking restrictions.
- 14.1.5 Vendor shall comply with all applicable portions of OSHA 1910.

15. SPECIAL PROVISIONS FOR SENSITIVE AREAS

- 15.1. The Vendor shall not move or jar any computer or data processing machine equipment, accessories, etc. It is understood that from time to time, it may be necessary to roll a copier or other service machine to clean underneath.
- 15.2. The Vendor shall exercise extreme caution when using water huckets and shall mount them on dollies to prevent spillage.
 - 15.2.1. The Vendor, when wet mopping the floor, will put out the "caution wet floor" sign.
- 15.3. The Vendor shall not use computer, copying or phone equipment located on the premises.
- 15.4. The Vendor shall provide adequate staff to perform the duties of cleaning the morgue area.
- 15.5. There shall be no photographs taken at any time, in any manner.

16. SERVICE IDENTIFIERS

- 16.1. All items below are to be completed by Vendor within the expected timeframe (daily or monthly) for the Medical Examiner's Office or Medical Examiner's Office Autopsy Area.
 - 16.1.1. Areas to be serviced: This Contract applies to the building of the ME's OFFICE as follows: all offices, work areas, common areas, kitchen, hallways, inside entranceways, conference room, locker rooms, library, sleeping rooms, restrooms/showers, morgue/autopsy suites, and garage areas. This Contract does not include electrical utility rooms, electronic equipment rooms, record file rooms and

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equipment storage rooms. Cleaning schedules are attached

16.1.2. Daily and Monthly service identifiers shall be grouped as one unit price under the monthly category

16.2. Daily Services for Medical Examiner's Office.

The general tasks listed below shall be completed on a daily basis within the defined area. Tasks shall include but are not limited to the following:

16.2.1. Sunday:

Offices/Conference Room/Quiet Room/Library/Hallways

- Empty waste baskets (move them and pick up debris from around and under).
- Spot clean and sanitize walls, light switches, and doors.
- Sanitize all doors and doorknob hardware (inside and outside of doors)
- Knock down cobwebs in corners and behind blinds
- Vacuum carpet (paying special attention behind doors, in corners, and under desk). Put back all chairs after vacuuming.
- Spot clean carpets, as required using extraction or bonnet cleaning method.
- Dust all horizontal ledges, furniture, desks, and equipment.
- Dust legs of rolling chairs, tops of computers and UPS battery packs.
- Dust all unobstructed work areas.
- Clean and sanitize any telephones.
- Do other general and emergency spot cleaning, as required.

Restrooms

- Empty waste baskets.
- Clean toilets and urinals using detergent / disinfectant. Use bowl cleaner each visit to keep toilets free of any types of stains, scale, or residue.
- Clean showers, sinks, and countertops using detergent / disinfectant.
- Clean interior and exterior door handles using detergent / disinfectant.
- Damp wipe all ledges, bench, and top of lockers.
- Clean mirrors, soap dispensers, wash basins, paper towel dispensers, and all plumbing fixtures.
- Clean and disinfect under basins, around toilets and urinals
- Damp wipe walls, light switches, and doors
- Sweep or vacuum entire tile floor.
- Wet mop floors using detergent / disinfectant.
- Dust main woman's bathroom door jam going into the shower room.
- Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkins liners, sanitary napkins, etc. (ONLY ANTI-BACTERIAL OR ANTI-MICROBIAL SOAP SHALL BE ACCEPTABLE.)

Break Room/Kitchen Areas

- Empty waste and recycle baskets (including the hallway by the copier).
- Dust top of refrigerator and water cooler
- Clean sink and countertop (including top lip) using detergent / disinfectant.
- Clean wall behind sink using detergent / disinfectant.
- Clean microwave inside and out using detergent / disinfectant.
- Spot clean cabinet fronts and refrigerator (including underneath overhead cabinets and walls).

Reception

- Sweep or vacuum entire floor (making sure to get in corners behind waste and recycling baskets, and behind the door).
- Wet mop kitchen floor using detergent/disinfectant.
- Clean top of trash can lid using detergent/disinfectant.
- Re-supply soap and paper towels. (ONLY ANTI-BACTERIAL OR ANTI-MICROBIAL SOAP SHALL BE ACCEPTABLE.)

Hallways

- Empty waste baskets and recycling baskets.
- Clean entrance thresholds and outside entrance areas.
- Spot clean and sanitize walls, entrance key card switch, light switches, and doors.
- Sanitize all doors and doorknob hardware (inside and outside of doors)
- Knock down cobwebs in corners (focusing by exterior doors).
- Sweep down cobwebs and concrete outside entrance of office incoming door from parking lot.
- Vacuum carpet (paying special attention behind doors, in corners, and under desk).
- Vacuum and mop all hard floor surfaces.
- Spot clean carpets, as required using extraction or bonnet cleaning method.

Front Desk Area

- Empty waste baskets and recycle bins (move them and pick up debris from around and under).
- Clean both sides of windows in double entrance doors, door between lobby and front desk area, door between front desk area and hallway.
- Vacuum carpet (paying special attention behind doors, in corners, when applicable vacuum file room)
- Dust black baseboards of cubicles
- Dust all horizontal ledges, furniture, desks, and equipment.
- Dust legs of rolling chairs, tops of computers and UPS battery packs.
- Dust all unobstructed work areas. (everything that can be reached flat footed from the floor and to dust all phones well and under them)
- Clean and sanitize water fountain.
- Wipe window ledges at front entrance way.

16.2.2 Monday and Wednesday

Offices/Conference Room/Quiet Room/Library/Hallways

- Empty waste baskets (move them and pick up debris from around and under).
- Spot clean carpet (Wednesday only)
- Vacuum carpet (paying special attention behind doors, in corners, and under desk). Put back all chairs after vacuuming

Restrooms

- Empty waste baskets.
- Clean toilets and urinals using detergent/disinfectant. Use bowl cleaner each visit to keep toilets free of any types of stains, scale, or residue
- Clean showers, sinks, and countertops using detergent/disinfectant.
- Clean interior and exterior door handles using detergent/disinfectant.
- Damp wipe all ledges, bench, and top of lockers
- Clean mirrors, soap dispensers, wash basins, paper towel dispensers, and all plumbing fixtures
- Clean and disinfect under basins, around toilets and urinals.

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- Damp wipe walls, light switches, and doors.
- Sweep or vacuum entire tile floor.
- Wet mop floors using detergent / disinfectant.
- Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkins liners, sanitary napkins, etc. (ONLY ANTI-BACTERIAL OR ANTI-MICROBIAL SOAP SHALL BE ACCEPTABLE.)

Break Room/Kitchen Areas

- Empty waste and recycle baskets (including the hallway by the copier).
- Dust top of refrigerator and water cooler
- Clean sink and countertop (including top lip) using detergent / disinfectant.
- Clean wall behind sink using detergent / disinfectant.
- Clean microwave inside and out using detergent / disinfectant.
- Spot clean cabinet fronts and refrigerator (including underneath overhead cabinets and walls).
- Sweep or vacuum entire floor (making sure to get in corners, behind waste and recycle baskets, and behind the door).
- Wet mop kitchen floor using detergent / disinfectant.
- Clean top of trash can lid using detergent / disinfectant.
- Re-supply soap, and paper towels. (ONLY ANTI-BACTERIAL OR ANTI-MICROBIAL SOAP SHALL BE ACCEPTABLE.)

Front Desk Area

- Empty waste baskets and recycle bins (move them and pick up debris from around and under).
- Clean both sides of windows in double entrance doors, door between lobby and front desk area, door between front desk area and hallway.
- Vacuum carpet (paying special attention behind doors, in corners, when applicable vacuum file room).
- Spot clean carpet (Wednesday only)

16.2.3. Tuesday and Thursday:

Offices/Conference Room/Quiet Room/Library/Hallways

- Empty waste baskets (move them and pick up debris from around and under).
- Dust all unobstructed work areas, including phones.
- Clean and sanitize any telephones.
- Dust legs of rolling chairs, tops of computers and UPS battery packs.
- Vacuum carpet (paying special attention behind doors, in corners, and under desk). Put back all chairs after vacuuming.

Restrooms

- Empty waste baskets.
- Clean toilets and urinals using detergent / disinfectant. Use bowl cleaner each visit to keep toilets free of any types of stains, scale, or residue.
- Clean showers, sinks, and countertops using detergent / disinfectant.
- Clean interior and exterior door handles using detergent / disinfectant.
- Damp wipe all ledges, bench, and top of lockers.
- Clean mirrors, soap dispensers, wash basins, paper towel dispensers, and all plumbing fixtures.
- Sweep or vacuum entire tile floor.
- Wet mop floors using detergent / disinfectant.

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- Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkins liners, sanitary napkins, etc. (ONLY ANTI-BACTERIAL OR ANTI-MICROBIAL SOAP SHALL BE ACCEPTABLE)

Break Room/Kitchen Areas

- Empty waste and recycle baskets (including the hallway by the copier).
- Dust top of refrigerator and water cooler
- Clean sink and countertop (including top lip) using detergent / disinfectant
- Clean wall behind sink using detergent / disinfectant
- Clean microwave inside and out using detergent / disinfectant.
- Spot clean cabinet fronts and refrigerator (including underneath overhead cabinets and walls).
- Sweep or vacuum entire floor (making sure to get in corners, behind waste and recycle baskets, and behind the door)
- Wet mop kitchen floor using detergent / disinfectant.
- Re-supply soap, and paper towels. (ONLY ANTI-BACTERIAL OR ANTI-MICROBIAL SOAP SHALL BE ACCEPTABLE)

Hallways

- Empty waste baskets and recycling baskets.
- Clean entrance thresholds and outside entrance areas
- Knock down cobwebs in corners (focusing by exterior doors).
- Vacuum carpet (paying special attention behind doors, in corners, and under desk).
- Vacuum and mop all hard floor surfaces
- Spot clean baseboards.

16.3. Monthly Services for Medical Examiner's Office:

The tasks listed below shall be completed on a monthly basis. Tasks shall include, but are not limited to the following:

- Dust all window ledges and window blinds.
- Remove Dr. Hamilton's plants from the top of office shelves, dust and clean, replace plants to top of office shelves.
- Pour ½ gallon of water into each floor drain.
- Tilex main men and women's bathroom floors in hallway leading to autopsy and scrub with brush.
- Clean all recycle bins.

16.4. Daily Services for Medical Examiner's Autopsy Areas:

The general tasks listed below shall be completed on a daily basis within the defined area. Tasks shall include but are not limited to the following:

16.4.1. Sunday, Tuesday, Wednesday, Friday, and Saturday:

Autopsy Areas and Single Table Room

- Change all biohazard boxes that need to be changed or smell worse than usual (especially the incoming hallway).
- Place stickers on appropriate biohazard boxes and initial.
- Clean all tables using disinfectant (once clean please them back out in the hallway)
- Break down, disinfect, and clean all dirty workstations (no medical instruments)

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- Clean all door handles, push buttons, and big white doors using disinfectant
- Dry vacuum for maggots (special attention to be made behind bio boxes and edges)
- Wet mop and disinfect entire brown floor under medical instrument station area.
- Re-supply soap, and paper towels. (ONLY ANTI-BACTERIAL OR ANTI-MICROBIAL SOAP SHALL BE ACCEPTABLE.)

Desk Areas

- Empty waste baskets.
- Spot clean area for blood.
- Clean and sanitize all desktops and telephone.

Blue Hallway Areas/Supply Rooms

- Sweep hallways.
- Clean all door handles, coolers, and freezers using disinfectant.
- Spot clean all doors and the inside of exterior doors for dirt and blood using disinfectant.
- Spot clean all push buttons for dirt and blood using disinfectant.
- Spot clean all white plastic walls for dirt and blood using disinfectant.

16.4.2. Sunday and Wednesday:

- Sweep out garage.
- Sweep off concrete front entrance way.
- Wipe window ledges at front entrance way.

16.5. Monthly Services for Medical Examiner's Autopsy Areas:

The tasks listed below shall be completed on a monthly basis. Tasks shall include, but are not limited to the following:

- Dust all window ledges in autopsy area.
- Knock down cobwebs in garage area.
- Pour ½ gallon of water into floor drains.
- Vacuum the five (5) Medical Examiner logo mats located at the front entrance, the administrative hallway, the vestibule leading to the morgue, the outgoing hallway in the morgue, and the garage leading to the incoming hallway

16.6. Unique Services:

16.6.1. The Medical Examiner's Office will contact Vendor to evaluate and schedule additional cleaning. Tasks include surfaced floors to be stripped, waxed and buffed, power washing of garage area (interior), dusting of ceiling light fixtures, a/c vents and returns, carpet cleaning and cleaning of the Medical Examiner logo mats.

16.6.2. The Medical Examiner's Office will be provided with an estimate of these additional services prior to any of these additional services being performed.

17. SAFETY DATA SHEETS / BIOMEDICAL AND HAZARD WASTE

17.1. In accordance with Chapter 442.109 of the Florida Statutes, it is the Vendors responsibility to provide the Medical Examiner's Office with Safety Data Sheets. These sheets are maintained within the main autopsy suite.

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- 17.2. In accordance with Chapter 64E-16, Florida Administrative Code (F.A.C.), it is the Vendors responsibility to replace the biomedical waste on the premises. No red bag containing biomedical waste shall remain on the premises longer than 30 days. Vendor shall affix a date label on the exterior of the reusable container to ensure the containers are closed and sealed to be picked up within a 30-day period.

18. CONFIDENTIALITY/SECURITY

- 18.1. Vendor agrees that all information disclosed or discussed, including but not limited to, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, financial information, and other information disclosed or submitted, either orally, in writing, or by any other member of the Medical Examiner's Office, shall hold the same in confidence and shall not use the confidential information other than for purposes of Vendor's business with the Medical Examiner's Office. Vendor will not disclose, publish, or otherwise reveal any of the confidential information received from the Medical Examiner's Office to any other party whatsoever except with the specific prior written authorization from the Medical Examiner's Office.
- 18.2. The Medical Examiner's Office agrees that all information disclosed or discussed, including but not limited to, data, materials, products, technology, computer programs, specifications, manuals, business plans, software, financial information, and other information disclosed or submitted, either orally, in writing or by any other member of the Vendor or staff, shall hold the same in confidence and shall not use the confidential information other than for purposes of the Medical Examiner's Office business with the Vendor. The Medical Examiner's will not disclose, publish, or otherwise reveal any other confidential information received from the Vendor to any other party whatsoever except with the specific prior written authorization from the Vendor.
- 18.3. Vendor agrees that in the event of any breach or threatened breach by Vendor, the Medical Examiner's Office may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the Medical Examiner's Office against any such breach or threatened breach.
- 18.4. Vendor will be issued an Access/Security Badge(s), key(s), and alarm code to enter the building for providing janitorial services. These cards and keys must be surrendered upon request or termination. Abuse of these items will not be tolerated by the Medical Examiner's Office or Lee County Board of County Commissioners and will result in immediate termination of the Contract.
- 18.5. Upon departure from the building, Vendor will be responsible for securing the premises which includes making sure all exterior doors are locked, garage doors secured, and alarm activated if Vendor is the last to leave the premises.
- 18.6. Should the Vendor trip the alarm, and the Lee County Sheriff's Office invoices the Medical Examiner's Office for a false alarm due to the error of Vendor, the Medical Examiner's Office has full discretion to decide whether the Vendor is responsible for the charge.

19. AUDITABLE RECORDS

- 19.1. Vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of nonconformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

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20. PUBLIC RECORDS LAW

20.1. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, regarding public records, and shall:

20.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the Medical Examiner's Office or Lee County in order to perform the services required under this Contract.

20.1.2 Upon request from the County or the Medical Examiner's Office, provide the County or the Medical Examiner's Office 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.

20.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

20.1.4 Meet all requirements for retaining public records and transfer, at no cost to the County or the Medical Examiner's Office, all public records in possession of Vendor upon termination of this Contract 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 or the Medical Examiner's Office in a format that is compatible with the information technology system of the County or the Medical Examiner's Office.

End of Detailed Specifications



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

Posted Date: May 22, 2024

Solicitation No.: RFP240197KLB

Solicitation Name: Medical Examiner Office Janitorial Services

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: NONE

2. QUESTIONS/ANSWERS

1.	Is there a budget for this service?
Answer	As stated in Terms & Conditions Section 14. CONFIDENTIALITY , subsection 14.3.: Lee County will not reveal engineering estimates or budget amounts for a project unless required by grant funding or unless it is in the best interest of the County. According to § 337.168, F.S.: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of § 119.07(1), F.S. until the Contract for the project has been executed or until the project is no longer under active consideration.
2.	Do the front lobby windows need to be cleaned?
Answer	No, those windows are not included within the scope of this project.
3.	What are the days of the week and current hours the current cleaning being done?
Answer	The current cleaning of the facility is being done seven days a week and after business hours.
4.	The freezers are they cleaned at all?
Answer	The inside of the freezers are not maintained by the cleaning Vendor.
5.	The garage area needed to be pressured washed, is that under a special billing event or do you want that included in the actual bid amount?
Answer	As stated in Detailed Specifications Section 16. SERVICE IDENTIFIERS , subsection 16.6. Unique Services: Section 16.6.1. The Medical Examiner's Office will contact Vendor to evaluate and schedule additional cleaning. Tasks include surfaced floors to be stripped, waxed and buffed, power washing of garage area (interior), dusting of ceiling light fixtures, a/c vents and returns, carpet cleaning of the Medical Examiner logo mats. Also, Section 16.6.2. The Medical Examiner's Office will be provided with an estimate of these additional services prior to any of these additional services being performed.

6.	Rooms that have no access, will those be part of a possible addendum?
Answer	If there is no access to the room, then it does not need to be cleaned and is not included within the scope of this project.
7.	On the paper consumables, is that part of our bid or do you supply the consumables? Is that also the same for the chemicals?
Answer	As stated in Detailed Specifications Section 8. CONSUMABLES USAGE, subsection 8.1: The cost of consumables used under the contract shall be reimbursable to the Vendor. The Vendor shall invoice the cost of consumables used monthly. Each invoice of reimbursed consumables shall include the original invoice. No increases or mark-ups above and beyond the original cost of the consumable products are allowed. Pricing for consumables shall be for actual costs paid.
8.	Is there an additional storage area for the extra consumables?
Answer	Yes, there are additional storage areas where extra consumables can be stored.
9.	What is the access to the building?
Answer	Access to the building will be given to the Vendor by County provided swipe cards.
10.	Is badging an extra cost to the Vendor?
Answer	No, badging is not an extra cost to the Vendor.
11.	Where is the parking for the vendors?
Answer	Within the secured/gated employee parking lot.
12.	How many people will be in the office after hours?
Answer	On average it can be 2-4 people, however, this is dependent on the caseload. At time there may be no individuals in the office.
13.	In the event of an emergency who is to be contacted?
Answer	Depending on the type of emergency, the on-call investigator should be contacted via call or text (a monthly schedule will be provided to the Vendor so they are aware on who to contact.) If there is no response within 15 minutes, contact the Director of Operations or the Administrative Manager at the phone numbers provided.
14.	Could you please provide the budget of the current contract and let us know who the last awarded contractor was, along with the awarded amount?
Answer	As stated in Terms & Conditions Section 14. CONFIDENTIALITY, subsection 14.3: Lee County will not reveal engineering estimates or budget amounts for a project unless required by grant funding or unless it is in the best interest of the County. According to § 337.168, F.S.: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of § 119.07(1), F.S. until the Contract for the project has been executed or until the project is no longer under active consideration. United States Service Industries is the last awarded contractor.

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.

Kacey Bell

Kacey Bell

Procurement Analyst Direct Line: 239-533-8855

Lee County Procurement Management



Procurement Management Department
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www.lee.gov/procurement

Posted Date: May 29, 2024

Solicitation No.: RFP240197KLB

Solicitation Name: Medical Examiner Office Janitorial Services

Subject: Addendum Number 2

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: NONE

2. QUESTIONS/ANSWERS

1.	What is the projected award date?
Answer	The projected award date is tentatively August 2024.
2.	What is the projected contract start date?
Answer	The projected contract start date is tentatively August 2024.
3.	Regarding the dishonesty bond requirement, will a standard surety form suffice, or will the county be providing one?
Answer	There is no bid bond, nor payment and performance bond for this project however, as per our insurance requirements "Janitorial Service Bond - Providing protection from losses incurred by dishonest acts of the vendors employees. Coverage shall not be less than \$100,000."
4.	Please confirm if there is a subcontractor requirement to meet
Answer	There is no subcontractor requirement to meet.
5.	Will the County accept a scanned completed Reference Survey, or is the original required to be submitted with our proposal response?
Answer	The County will accept a scanned completed Referenced Survey with your proposal response.
6.	Will there be an open public meeting for the bid opening
Answer	Yes, the proposal opening is an open public meeting.
7.	What is the date of issuance of the last addendum?
Answer	Addendum Number 1 was posted on May 22, 2024.
8.	Are we able to hand deliver this proposal?
Answer	Per the solicitation documents, it is the Proposer's responsibility to ensure the Solicitation Response is mailed or delivered in time to be received no later than

	the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.
9.	In putting together a proposal response, please confirm all that's requested is on pages 33-34?
Answer	The proposal information request is outline on pages 33-34 plus the completion of all required forms.
10.	Is a COI requested only by the winning vendor?
Answer	As stated in Terms & Conditions Section 37. Insurance, subsection 37.1.: Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.

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.

Kacey Bell

 Kacey Bell
 Procurement Analyst Direct Line 239-533-8835
 Lee County Procurement Management

EXHIBIT B
FEE SCHEDULE

<i>RFP240197KLB – Medical Examiner Office Janitorial Services</i>				
Item	Description	Monthly Frequency	Monthly Service Price (inclusive of both standard and unique daily and monthly service)	Total Monthly Cost
A	Medical Examiner's Office	12	\$2,313.38	\$27,760.56
B	Medical Examiner's Autopsy Area	12	\$3,605.00	\$43,260.00

EXHIBIT C

INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Janitorial Bond
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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."*



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



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**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: 7-11-24

Signature

STATE OF Florida
COUNTY OF MIAMI-Dade

ANGELES CAMPOY - CEO
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 11 day of JULY, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification:

Type of Identification

[Stamp/seal required]

Signature, Notary Public



Karina Segui
Comm.: HH 513874
Expires: Apr. 10, 2028
Notary Public - State of Florida