

PROJECT NO.: IFB150107

OPEN DATE: January 22, 2015

AND TIME: 2:30 P.M.

PRE-BID DATE: January 14, 2015

AND TIME: 9:00 A.M.

LOCATION: Procurement Management

1825 Hendry St, 3rd Floor Fort Myers, FL 33901

REQUEST FOR INFORMAL BID

TITLE: JANITORIAL SERVICES FOR JETBLUE PARK

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS DIVISION OF PROCUREMENT MANAGEMENT

ADDRESS

1825 Hendry St 3rd Floor FORT MYERS, FL 33901

PROCUREMENT CONTACT:

NAME: Patrick T. Lewis Sr. TITLE: Procurement Analyst PHONE NO.: (239) 533-5453 EMAIL: Plewis@leegov.com

GENERAL CONDITIONS

Sealed Bids will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until 2:30pm on the date specified on the cover sheet of this "Request for Informal Bid", and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Division Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. **SUBMISSION OF QUOTE:**

- a. Bids must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 - 1. Marked with the words "Sealed Bid"
 - 2. Name of the firm submitting the bid
 - 3. Title of the bid
 - 4. Bid number
- b. The Bid must be submitted in duplicate as follows:
 - 1. The original consisting of the Lee County solicitation forms completed and signed.
 - 2. A copy of the original solicitation forms for the Director.
- c. The following must be submitted along with the solicitation in a separate envelope. This envelope must be marked as described above, but instead of marking the envelope as "Sealed Bid", please indicate the contents; i.e., literature, drawings, submittals, etc. This information must be submitted in duplicate.
 - 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid; i.e., required submittals, literature, technical data, financial statements.
 - 2. Warranties and guarantees against defective materials and workmanship.
- d. **BIDS RECEIVED LATE:** It is the vendor's responsibility to ensure the bid is received by the Division of Procurement Management prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the vendor unopened. Lee County will not be responsible for bids received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- e. **BID CALCULATION ERRORS:** In the event there is a discrepancy between the total bid amount or the extended amounts and the unit prices bid, the unit prices will prevail and the corrected sum will be considered the bid price.
- f. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet

specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.

- g. **WITHDRAWAL OF BID:** No bid may be withdrawn for a period of 90 days after the scheduled time for receiving bids. A bid may be withdrawn prior to the bid-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- h. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.
- i. **EXECUTION OF BID:** All bids shall contain the signature of an authorized representative of the vendor in the space provided on the quote proposal form. All bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bid shall be initialed.
- j. **ADDITIONS/REVISIONS/DELETIONS:** Additions, revisions or deletions to the general conditions, specifications or quote price sheets that change the intent of the bid will cause the bid to be non-responsive and the bid will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the bid.

2. <u>ACCEPTANCE</u>

The materials and/or services delivered under the bid **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equal quality. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product with his bid and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the vendor is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

4. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable

immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) Vendor shall possess at the time of the opening of the bid all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

5. <u>WARRANTY/GUARANTEE</u> (unless otherwise specified)

All materials and/or services furnished under this bid shall be warranted by the vendor to be free from defects and fit for the intended use.

6. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally <u>non-mandatory</u>, but it is highly recommended that everyone planning to submit a bid attend.

In the event a pre-bid conference is classified as <u>mandatory</u>, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those bidders who attend the pre-bid conference will be allowed to bid on this project.

7. LEE COUNTY PAYMENT PROCEDURES

All vendors are requested to mail an original invoice to:

Lee County Finance Department Post Office Box 2238 Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this bid.

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bid all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

8. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

9. **QUALIFICATION OF BIDDERS** (unless otherwise noted)

Bids will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Bidders shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject bids where evidence submitted or investigation and evaluation indicates an inability of the vendor to perform.

10. MATERIAL SAFETY DATA SHEETS

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

11. MISCELLANEOUS

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

12. WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

13. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any bid and a part of these specifications that the submission of any bid in response to this request constitutes a bid made under the same conditions, for the same price, and for the same effective period as this bid, to any other governmental entity.

14. **COUNTY RESERVES THE RIGHT**

a) State Contract

If applicable, the County reserves the right to purchase any of the items in this bid from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this solicitation.

b) Any Single Large Project

The County, in its sole discretion, reserves the right to separately bid any project that is outside the scope of this bid, whether through size, complexity, or dollar value

c) Disadvantaged Business Enterprises (DBE's)

The County, in its sole discretion, reserves the right to purchase any of the items in this bid from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this solicitation from DBE's to fulfill the County's state policy toward DBE's.

d) <u>Anti-Discrimination</u>

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor

shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails ore refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to ensure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

15. AUDITABLE RECORDS

The awarded 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 non-conformity. 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.

16. **DRUG FREE WORKPLACE**

Whenever two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

17. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the bid response. This information may be accepted after opening, but no later than 10 calendar days after request.

18. **TERMINATION**

Any agreement as a result of this bid may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this bid for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

19. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a solicitation are subject to public disclosure and will <u>not</u> be afforded confidentiality.

20. ANTI-LOBBYING CLAUSE

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

21. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

22. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

LEE COUNTY, FLORIDA PROPOSAL QUOTE FORM FOR JANITORIAL SERVICES FOR JETBLUE PARK

DATE SUBMITTED:						
VENDOR NAME:						
TO: The Board of Co Lee County Fort Myers, Flori	unty Commissioner	rs				
Having carefully examine which are contained here specifications:						
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F. Cost to clean added space, items, or events with under 500 attendees etc... \$____

For this project, sub-contracting for special cl window cleaning and pressure washing of bui to the day to day general cleaning, no sub-con	ldings will be allowable; however, in regards
TO BE STARTED WITHINAWARD AND PURCHASE ORDER.	_ CALENDAR DAYS AFTER RECEIPT OF
Quoters should carefully read all the terms and c representation of deviation or modification to the	<u>*</u>
Are there any modifications to the quote or specience YES NO	
Failure to clearly identify any modifications in the grounds for the quoter being declared nonrespond by the County.	
MODIFICATIONS:	

Bidder shall submit his/her bid on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Bidder/Bid being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE).

FIRM NAME:	
BY (Printed):	-
BY (Signature):	-
TITLE:	-
FEDERAL ID # OR S.S.#	_
ADDRESS:	_
PHONE NO.:	_
FAX NO.:	_
CELLULAR PHONE/PAGER NO.:	
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LEE COUNTY LOCAL BUSINESS TAX ACCOU	'NT NUMBER:
E-MAIL ADDRESS:	
DISADVANTAGED BUSINESS ENTERPRISE (I	OBE).

LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR JANITORIAL SERVICES FOR JETBLUE PARK

SCOPE

Lee County is seeking vendors who will be willing to provide Janitorial services for Jetblue Park Stadium on an as needed basis or on call with 1 hour to 30 days notice. The vendor will provide the labor and equipment/tools only, for this project. The cleaning products and supplies will be furnished by the Parks and Recreation Department

Lee County working with the vendor shall establish mutually agreeable times for the cleaning of the restrooms and events facilities. Post clean-up shall have adequate staffing and start within one (1) hour after the event, unless instructed by County personnel or designated event organizer.

Lee County will be responsible for providing the following items as part of this contract.

- 1. Toilet paper
- 2. Hand Towels
- 3. Soap for dispensers
- 4. Trash can liners
- 5. Sanitary napkins
- 6. Seat covers
- 7. All cleaning chemical products (cleaning products; general purpose cleaners, glass cleaners, bathroom cleaners and floor care products)

Any and all other equipment, tools, etc. shall be supplied by the vendor, and may be subject to approval/disapproval at Lee County Discretion.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for one year. The County reserves the right to renew this bid (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to four additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

BASIS OF AWARD

The basis of award for this project will be low quoter meeting all specification requirements by Section or Grand Total for Sections "A"& "B", at Lee County's sole discretion. If the awarded vendor is unable to perform under the terms and conditions of the specification, Lee County reserves the right to procure/secure the services of the subsequent low quoter.

All costs associated with cleaning of these facilities must be included in the proposal request herein, including day and/or night personnel, and Holidays & weekends janitorial/clean-up services; will be at the bid rate... no differentiation or additional cost for these services shall be submitted (one price only!).

Vendor must be a vendor in good standing and able to establish that the work provided is satisfactory.

- 1. A vendor will be deemed in good standing if any formal complaints filed with the vendor have been fully addressed within three business days from receipt of the complaint; and, the same or substantially similar issue is not the subject of a formal complaint more than twice in a six month period.
- 2. A vendor that has been the subject of removal from a County job, via the 30 day termination notice process, may not be deemed a vendor in good standing for a period of 12 months from the date the notice of termination became effective.

<u>NOTE:</u> Lee County reserves the right, at the Procurement Director's discretion, not to award certain items of this specification (IFB). Lee County also reserves the right to reject unbalanced quotes (a quote where a normally low cost item, in the County's estimation, is priced well out of the normal range).

ADDITIONS/REVISIONS/DELETIONS

Additions, revisions or deletions to the specifications or price sheets that change the intent of the quote will cause the quote to be non-responsive and the quote will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the quote.

REQUIRED PRODUCT

<u>Vendor will be required to perform the following tasks which will include, but not limited to:</u>

General tasks

- a. All floor work (Dust & mop, wet mop/wash floors; clean/sweep and wet mop hallways & entrances; and clean carpets as needed and required)
- b. services of restrooms, which includes cleaning toilets, urinals, wash and clean sinks/basins and all affixed plumbing fixtures, counters, re-supplying toilet paper and soap dispensers, cleaning mirrors & soap dispensers, dusting any ledges, empty and place a new liner in trash receptacles, clean and sanitize baby changing tables/area, spot clean and sanitize containers, empty out feminine & sanitary waste baskets, clean stall partitions and doors (see Attachment A)
- c. Services of locker rooms, changing rooms, and showers/areas, which include floors, on an as needed basis depending on events.
- d. Trash management, including emptying all trash and recycle containers, and insert new liners as appropriate.
- e. Services of concession rooms/area, which includes removal of trash (empty and discarded cardboard boxes etc...), clean floors, wipe down and clean counters, clean or spot clean and sanitize trash containers as needed or required, and damp wipe walls if needed
- f. Clean bowl & Press areas, which includes floors, debris and foreign (gum, candy, spectator's trash etc,,,) matters from all bleachers, seats, and surrounding areas, empty and place new liners in trash and or recycling receptacles, clean or spot clean and sanitize trash containers as needed or required.
- g. High and low dusting, including the elimination of all spider webs, including roll-up doors (inside & outside), windows, around lights, elevators, etc...
- h. Clean walls, light switches, light fixtures, light lenses.
- i. Re-supply soap, toilet tissue, paper towels, liners, sanitary napkin liners, sanitary napkins, etc... **ATTENTION: ONLY ANTI-BACTERIAL SOAP WILL BE ACCEPTABLE**

Note: Cautionary wet floors signs are to be used at all times when necessary/required.

Vendor will be required to complete and turn-in checklists (Attachment "A" provided below on pages 23 & 24) as directed by center/county personnel at conclusion or termination (same day) of each event's janitorial service.

Parks & Recreation will supply the cleaning products and materials. Any substitute, additional, ancillary, or vendor preferred products will be at vendors cost and shall be approved by Pablo Adorno, or his designated representative, prior to use.

PAST PERFORMANCE

All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in quoter disqualification.

WORKMANSHIP AND INSPECTION

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

Workmanship shall be of the highest quality. All cleaning employees shall be mentally and physically competent

to perform the services required. The Vendor shall at all times enforce strict discipline and good order among his/her employees.

QUALITY STANDARDS

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

- a. Absence of litter and trash on floor and horizontal surfaces of equipment.
- b. Absence of dust, marks/scuffmarks, spots, foreign matter, or spillage on floors.
- c. Absence of encrustation, soil and wax buildup on floors, particularly in corners, along edges and baseboards, around door jambs, and around bleachers and chairs and bases.
- d. Absence of soil, scale, stains, or residue on toilet room fixtures, in or around wash basins/sinks and plumbing, baby changing station, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, toilets, urinals, ledges and drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures and appurtenances, where required.
- e. Absence of soil, litter, dust, and encrustations in wastebaskets, trash containers, and sanitary napkin waste containers. Wastebaskets and trash containers to be spot cleaned or washed as needed.
- f. Absence of marks, spots, stains, cob webs and streaks on interior and exterior entrance doors, lobby, windows, glass surfaces, and all partition glass.

- g. Absence of marks, spots, stains and streaks on walls, light switches, light fixtures, light lenses, and furniture.
- h. Absence of trash in an around the bowl, stadium, dugouts, locker rooms, concession room, restrooms, and all other locations mentioned herein. Trash shall be collected and removed to designated areas
- i. Absence of debris from all bleacher, seats, and or designated seating areas, including any gum, food items, or other foreign matter.
- j. Absence of marks/scuff marks, dust, spots, or spillage from hallways, including floors.
- k. Absence of spider webs.
- 1. The use of required/mandatory safety items, including cautionary wet floor signs.

PENALTIES

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

DEFAULTS BY VENDOR

The Vendor may be declared in default and may be terminated by Lee County Procurement Director with seven (7) days notice for any one of the following reasons:

- a. Failure of the vendor to maintain satisfactory performance level
- b. Failure of the Vendor to start within the time stated in the notice to proceed
- c. Failure of the vendor to pay for work performed and materials and supplies used under this contract
- d. Insolvency of vendor
- e. Death of the vendor

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters. This person or back-up shall be readily available, and shall be knowledgeable of the terms and procedures involved. Lee County's contact for this project will be Pablo Adorno; he can be reached at (239) 533-7222 or via email at PAdorno@leegov.com.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

ADDITION OR DELETION SPACE

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.

If space is added the required product and quality standards as outlined herein shall apply to the same.

LICENSES AND PERMITS AND BACKGROUND CHECKS

All vendors must maintain all appropriate licenses, insurances/bonds, and permits that are required. Vendors may be required to present copies of all licenses, insurances/bonds and permits.

The awarded vendor will be required to perform background checks on all employees that will be working on this contract to Lee County Procurement Department, c/o <u>Patrick T. Lewis Sr.</u>, prior to project commencement/initiation. Background checks on any new employee(s) hired during the term of the contract or temporary employee(s) filling in for sickness or vacation of regular employee(s) must be provided to Lee County Procurement Management before the employee(s) will be allowed to work in the County's facility or on this contract.

Based on these background checks, the County reserves the right to ask the janitorial firm to remove an employee from working in any County facility.

If the awarded vendor does not comply at all times with the aforementioned requirements, it may be grounds for termination of the contract or removal from the County job. Any charges incurred for these background checks, or other security requirements, are the sole responsibility of the Vendor.

SECURITY

Vendor will be responsible for acting in accordance with all security guidelines with respect to facility security

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

Where necessary, all janitorial keys/access cards will be issued to the Vendor; and a fee will be charged to the Vendor for the loss of any keys/access cards or the cost of changing of locks as the result of any loss of keys. The sole decision, regarding changing the locks, rests with the County Representative.

SUPERVISON AND SAFETY

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

The janitorial crew/staff shall not be accompanied by non-vendor individuals (i.e. children, friend(s), significant other(s), family member(s) etc...), or any vendor personnel/staff, aside from on-duty supervisor/manager, that does not have an accepted, approved, or authorized background check on file with Procurement Management and or the department for this project. Any such personnel may be asked to vacate the premises immediately, and it shall be the sole responsibility of the vendor to ensure that all required task are performed/completed on schedule and to the specification herein.

Failure to follow these directions/instructions may result in termination of the quote with your firm.

COMMUNICATION

Due to unforeseen circumstances and the nature of some events (ex: technical difficulties, games going in overtime etc.), janitorial services may be delayed. In such an event, Janitorial Staff will need to make the necessary adjustments and arrangements to perform the required janitorial duties at the time the event is completed, or permitted by an authorized Lee County staff member. At no time shall janitorial staff interfere with the event or inconvenience participants, organizers, nor their guests.

The awarded vendor's supervisor will routinely be dealing with designated Lee County personnel. The vendor will ensure these supervisors are conversant in English. Moreover, any of the awarded 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, will also be conversant in English.

Vendor shall provide an on-site contact person before, during, and after all events to provide and ensure all contractual obligations are met. This person shall maintain or supply a means or medium of communication for County personnel to contact them while on-site. The contact person shall act in a supervisory role and be present at all times to ensure all requirements are met, and perform a pre-event, and post event walk through.

EXAMINATION OF SITE AND OTHER RELEVANT MATERIAL

The Vendor shall have visited the site and shall have fully acquainted and familiarized him or herself with conditions as they exist and the operations to be carried out. The Vendor shall make such investigations as he/she may see fit so that he/she 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.

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 and acquaint him or herself as to the nature and location of the work, 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 his/her obligations thereunder and that he/she will 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. In the event of legal proceedings to enforce the terms of this agreement the prevailing party will be entitled to legal fees.

NOTE: following the pre-bid conference, stated on the cover page of this document, there will be a scheduled site visit to afford potential bidders a one time opportunity to examine the sites/premises with the designated site manager or his designee. This scheduled site visit opportunity is HIGHLY RECOMMENDED!

PRICE ESCALATION/DE-ESCALATION

Offers are submitted with the understanding that no price increases will be authorized for 365 calendar days after the effective date of the contract. Upward price adjustments may be permitted only at the end of this period and only where verified to the satisfaction of the Division of Procurement as provided herein. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the County.

The awarded vendor(s) shall not give less than 30 days advance written notice of a price increase to the Division of Procurement. Any approved price change will be effective only at the beginning of the calendar month following the end of the full 30-day notification period. The vendor shall document the amount and proposed effective date of the change in price. The price change must affect all accounts serviced by the vendor. Documentation shall be supplied with vendor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the County; and (2) verify the amount or percentage of increase which is being passed on to the vendor by others not under the control of the vendor. Failure by the vendor to supply the aforementioned verification with the request for price increase will result in delay of the effective date of such increase. The Division of Procurement may make such verification as deemed adequate. However, an increase, which the Division of Procurement determines is excessive, regardless of any documentation supplied by the vendor, may be cause for cancellation of the contract by the Division of Procurement. The Division of Procurement will notify using agencies and vendor in writing of the effective date of any increase, which is approved. However, the Vendor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Vendor is further advised that price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

SUB-CONTRACTORS

The use of sub-contractors under this quote is not allowed without prior written authorization from the County representative.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

TECHNICAL REQUIREMENTS

Scheduling:

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. Cleaning shall be performed on a as needed basis as determined by the County. Crew scheduling is the Vendor's responsibility and should be arranged so as not to interfere with ongoing activities/events, participants, or guests.

c. The venue shall provide reasonable access to the stadium and area for the storage of supplies at the time of scheduling/arrival. The venue shall provide all credentials and access needed to perform operations.

<u>Vendor will be required to perform the following tasks which will include, but not limited</u> to:

(Section A):

- a. Pre Event
 - Conduct walk-through and address any facility and cleaning issues.
 - Remove any lingering debris from around the outer perimeter of the stadium and the seating/bowl and concourse areas.
 - Empty pre-existing trash (in containers/receptacles), clean and reline cans and lids as needed.
 - Ensure elevators and lobby areas are clean.
- b. During Event
 - Keep trash cans emptied throughout the event/game; no overflows nor lingering trash/debris next to the containers.
 - Keep trash can and lids clean at all times
 - Pick-up all empty boxes or debris throughout the stadium.
 - Clean, mop, or wash down any spills, such as drinks, bodily fluids from accidents, etc...
- c. Post Event-To ensure a clean facility upon gate opening on event days, post event services shall include but not limited to the following:
 - All trash shall be emptied into designated dumpsters, and all boxes will be broken down and recyclables placed in designated recyclable dumpsters.
 - Dugouts, warning tracks, and tunnels shall be clean/void of trash and debris. Spills or dirty areas in dugouts and tunnels will be washed or pressure washed.
 - All debris shall be swept or blown down from all seating areas, party decks, boardwalks, front gate area, fountain area out to the parking lot, and will be (shoveled) into trash bags and placed in the appropriate dumpster(s).
 - All trash/garbage containers (inside/outside stadium) shall be emptied, wiped down or washed and sanitized as necessary, and all boxes/recyclables and trash collected from vendors will be placed in the proper dumpsters.
 - All areas around the practice field, behind the outfield wall, underneath the boardwalk, under the concourse, and the parking lot will be cleaned and void of trash and debris.
 - Vendor shall start cleaning within one (1) hour after the event.
- d. Exterior grounds of stadium shall include sidewalks, parking lots, under boardwalks, outfield fences, outside front gated areas, roof tops, etc...
- e. Vendor shall be responsible for throwing all trash/recyclables in the designated dumpsters/bins provided by Lee County; boxes to be broken down prior to placing in recycling dumpsters.
- f. Vendor shall be responsible for providing tools required to clean-up after events, such as but not limited to: backpack blowers, gasoline, rakes, shovels, etc... Equipment will not be left on-site.
- g. Vendor shall follow all safety janitorial industrial requirements to include the use of appropriate signage (i.e. wet floors warning visuals aids, PPE, guards, shields, physical barriers, etc...)

Attendants

Shall include, but not limited to the following:

- a. Wipe down and sanitize basins, bright works and counters with detergent/disinfectant
- b. Wipe down and sanitize/disinfect restroom stalls and partition doors on an as needed basis
- c. Clean toilets and urinals using detergent/disinfectant
- d. Clean mirrors, soap dispensers and wash basins
- e. Clean under basins, around toilets and urinals.
- f. Spot clean walls, light switches, lights, doors, and door areas inside and out; ensure everything is clean and free of spider webs.
- g. Re-supply soap, toilet tissue, paper towels, liners, sanitary napkins, etc... **ATTENTION: ONLY ANTI-BACTERIAL SOAP WILL BE ACCEPTABLE**
- h. Sweep, damp mop, and sanitize floors as needed using detergent/disinfectants due to spillage, vomiting, urinating etc.
- i. Pick up all trash and empty all trash containers.

Vendor shall provide male and female attendants to monitor restroom facilities during games to ensure facilities are clean and operational

Note: Cautionary wet floors signs are to be used at all times when necessary/required.

Restrooms (Section B):

- a. Follow all safety janitorial industrial requirements to include the use of appropriate signage (i.e. wet floors warning visual aids, physical barriers, etc...)
- b. Ensure that all essential toiletries and sanitary products are available and properly maintained.
- c. Clean and sanitize all waste/trash containers and wash as needed
- d. Clean and sanitize R/R showers, toilets, urinals, sinks, and mirrors.
- e. Use bowl cleaner each visit to keep toilets free of any types of stains, scale, or residue.
- f. Clean A/C & Exhaust vents.
- g. Wipe down and sanitize counters, bright works, and basins with detergent/disinfectant.
- h. Wipe down and sanitize/disinfect restroom stalls and partition doors.
- i. Clean, mop, and vacuum floors.
- j. Clean lights and lens.
- k. Knock down cobwebs.
- 1. Empty trash/garbage/sanitary and recyclable containers, and clean/sanitize the containers and lids.
- m. Spot clean walls, light switches, doors, and door areas.
- n. High and low dust all rooms.

NOTE: Restrooms will be scheduled, throughout the year, on an as needed basis.

Options:

C & D (Pressure Washing)

This option may be negotiable, at the County's discretion, and shall be influenced by the elements of complexity, time, and square footage or a combination thereof.

E (County Supplied Equipment)

This option may be negotiable, at the County's discretion, and are associated with the cost and work to be done in sections "A" & "B".

F (Added Space, Items, Events, under 500 etc...)

This option may be negotiable, at the County's discretion, and are for items outside the scope of sections "A" & "B".

NOTE: VENDORS ARE REQUIRED TO IMMEDIATELY REPORT ANY DISCREPANCIES, INCLUDING BROKEN OR MALFUNCTIONING EQUIPMENT, TO THE DESIGNATED COUNTY PERSONNEL.

REQUIRED INFORMATION

The following information must be supplied by the awarded vendor to Patrick T. Lewis Sr. in Procurement Management prior to the commencement of work under this contract:

- a. All employee background checks
- b. Sample employee identification badge
- c. Names and phone numbers of vendor contact personnel
- d. Insurance certificates

NOTE: Vendor shall ensure that all staff member(s) are dressed in distinguishable and uniform attire, and approved visible identifiable badge(s).

Vendor will be required to complete and turn-in checklists (Attachment "A" provided below on pages 26 & 27) as directed by center/county personnel at conclusion or termination (same day) of each janitorial service/event.

Parks & Recreation will supply the cleaning products and materials. Any substitute, additional, ancillary, or vendor preferred products will be at vendors cost and shall be approved by Pablo Adorno, or his designated representative, prior to use.

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

\$500,000 per occurrence \$1,000,000 general aggregate \$500,000 products and completed operations \$500,000 personal and advertising injury

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

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

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

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

d. <u>Janitorial Service Bond</u> – 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.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: PROJECT NAME: _____

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The foregoing instrument w	vas signed and ac	knowledged before me this _	day of
(Print or Ty (Type of Identification and	as identifica	who has produced ation.	
Notary Public Signature		_	
Printed Name of Notary Pu	blic	_	
Notary Commission Number	er/Expiration	_	

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

ATTACHMENT "A"

JANITORIAL DETAIL CLEANING TASK CHECKLIST

FAC	ACILITY/LOCATION:		DATE:					
	EVENT AREA AND ROOM TASKS	M	TU	W	TH	F	SA	SU
1.	Clean basins and counters with detergent/ disinfectant.							
	(as applicable)							
2.	Spot clean walls, light switches and doors. (as applicable)							
3.	Clean trash and debris from all seating areas. Remove any gum or other foreign matter (as applicable). Damp wipe/wash, if needed.							
4.	Empty and place a new liner in trash, sanitary napkin waste containers, and recycle bin receptacles, spot clean and sanitize containers (as needed or applicable).							
5.	Clean & sanitize drinking fountains.							
6.	Wash all door glass and adjacent panels (interior & exterior).							
7.	Damp/Wet mop floors using detergent/disinfectant.							
8.	Vacuum or sweep carpets & floors (as required/applicable)							
9.	Remove all cobwebs (as applicable)							
10.	Report any maintenance issues to the County Representative.							
FAC	ILITY/LOCATION:	DATE:						
	RESTROOM(S), SHOWERS, AND ROOMS	M	TU	W	TH	F	SA	SU
1.	Clean basins and counters with detergent/disinfectant. Clean and shine all plumbing/bright work.							
2.	Clean and wipe down all mirrors, soap dispensers.							
3.	Clean, urinals, sinks/basins, counters, baby changing stations using detergent/disinfectant, and toilets with bowl cleaner.							
4.	Clean under and around, sink/basins, urinals, and toilets.							
5.	Clean/Damp wipe walls, light switches, light fixtures, light lenses, stall partitions, doors and all ledges.							
6.	Sweep, Damp/Wet mop, and sanitize floors using detergent/disinfectant.							
7.	Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkins and liners, etc. (Only antibacterial or anti-microbial soap will be acceptable)							
8.	Dust all surfaces, High and low, to include spider web removal							
9.	Sweep entrances to restroom, and remove cobwebs from framework and roll-up doors (inside and outside)							
10.	Empty, clean, and sanitize all trash, recycle, and sanitary waste containers and replace insert/liners as appropriate							
11.	Clean, mop, and sanitize floor							
12.	Report any maintenance issues to the County							
	Representative.							

ATTACHMENT "A" (Cont)

JANITORIAL DETAIL CLEANING TASK CHECKLIST

FACILITY/LOCATION:		DATE:						
	ATTENDANTS	M	TU	W	TH	F	SA	SU
1.	Clean basins and counters with detergent/ disinfectant.							
2.	Clean Toilets and Urinals using detergent/disinfectant.							
3.	Clean mirrors, soap dispensers, and wash basins/sink							
4.	Clean under basins, around toilets, and urinals.							
5.	Spot clean walls, light switches, and doors							
6.	Re-supply soap, toilet tissue, paper towels, liners, etc (ONLY ANTI-BACTERIAL SOAP WILL BE ACCEPTABLE)							
7.	Sweep and damp mop floors as needed using detergent/disinfectant (clean spillage, vomit, urine, etc)							
8.	Pick-up trash and empty all trash and sanitary waste containers.							
9.	Report any maintenance issues to the designated County Representative herein.							

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT:	Please check off each of the following items as the necessary action is completed: 1. The Solicitation has been signed and with corporate seal (if applicable).
	_2. The Solicitation prices offered have been reviewed (if applicable).
	_3. The price extensions and totals have been checked (if applicable).
	_ 4. Substantial and final completion days inserted (if applicable).
	5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
	6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
	7. All modifications have been acknowledged in the space provided.
	8. All addendums issued, if any, have been acknowledged in the space provided.
	_9. Licenses (if applicable) have been inserted.
	_10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
	_ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
	12. DBE Participation form completed and/or signed or good faith documentation.
	13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
	_14. Any Delivery information required is included.
	_15. Affidavit Certification Immigration Signed and Notarized
	16. Local Bidder Preference Affidavit (if applicable)
	_17. The mailing envelope has been addressed to:
	Lee County Procurement Mgmt. 1825 Hendry St 3 rd Floor Ft. Myers, FL 33901
	_18. The mailing envelope <u>MUST</u> be sealed and marked with: Solicitation Number Opening Date and/or Receiving Date
	19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

^{**}This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.