

REQUEST FOR PROPOSAL (RFP) #14-1539CD JANITORIAL SERVICES FOR COUNTY FACILITIES

Manatee County, a political subdivision of the State of Florida (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida, to provide Janitorial Services at various County facilities.

To insure that all prospective Proposers have sufficient information and understanding of the County's needs, a **Non- Mandatory Site Visit and Information Conference** will be held **May 2, 2014 at 10:00A.M** in the **Purchasing Division Conference Room** 1112 Manatee Avenue West, 8th floor, Suite 803, Bradenton, Florida 34205. All Proposers are encouraged to attend this information conference.

DEADLINE FOR CLARIFICATION REQUESTS: May 13, 2014 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division. This deadline has been established to maintain fair treatment for all potential bidders or Proposers, while ensuring an expeditious transition to a final agreement.

TIME AND DATE DUE: Proposals will be received until **May 27, 2014 at 3:00 P.M.** at which time they will be **publicly opened**. All interested parties are invited to attend this opening.

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Important Note: **A prohibition of Lobbying is in place. Please review paragraph A.16 carefully to avoid violation and possible sanctions.**

FOR INFORMATION CONTACT:

Chris Daley, CPPB
Purchasing Division Contracts Specialist
(941) 749-3048, Fax (941) 749-3034
Email: chris.daley@mymanatee.org
Manatee County Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: 

SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

These proposals will be publicly opened at Manatee County Purchasing Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under "Bids and Proposals". You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the RFP Tool web page on the Chambers website: <http://www.Manateechamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web page.

Manatee County may also use an internet service provider to distribute Bids and Proposals. A link to that service <http://www.DemandStar.com>, is provided on this website under the Tab "MyDemandStar". Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Note: The County posts the **Notice of Source Selection** seven (7) calendar days prior to COMMENCING NEGOTIATIONS with the selected firms.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING DIVISION (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing Division for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

Proposals must be submitted in the format specified in Section C hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section C** identifying the response to each specific item thereby facilitating expedient review of all responses.

A.04 CLARIFICATION & ADDENDA

Each Proposer shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>.

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Division at (941)748-4501, ext. 3014 to determine if addenda were issued and to acknowledge receipt of same on the Proposal Signature page (Attachment A).

DEADLINE FOR CLARIFICATION REQUESTS: May 13, 2014 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division.

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A.05 SEALED & MARKED

One signed Original (marked Original) and Five (5) Copies (marked Copy) of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #14-1539CD, Janitorial Services for County Facilities**" and addressed to:

Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.06 LEGAL NAME

Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

A.07 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the Proposer.

A.08 EXAMINATION OF OFFER

The examination of the proposal and the Proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records" and are subject to public disclosure consistent with Chapter 119, Florida Statutes.

Proposals become subject to disclosure thirty (30) days after the Opening or if a notice of intended award decision is made earlier than this time as provided by Florida Statute 119.071(1)(b). No announcement of review of the offer shall be conducted at the public opening. If the County rejects all offers and concurrently notices its intent to reissue the solicitation, initial offers are exempt until the County provides notice of its intended decision or, thirty (30) days after the opening of the new offers.

Pursuant to Florida Statutes 119.0701, to the extent successful Proposer is performing services on behalf of County, Successful Bidder must:

- a. Keep and maintain public records that ordinarily and necessarily would be required by County in order to perform the service;
- b. Provide the public with access to public records on the same terms and conditions that County would provide and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

- c. 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;
- d. Meet all requirements for retaining public records and transfer, at no cost, to County all public records in possession of Successful Bidder upon termination of the awarded Contract and/or PO and destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with County's information technology systems.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

A.11 DISQUALIFICATION DUE TO NON-RESPONSIVENESS

Manatee County reserves the right to find that any proposal received which does not contain all of the information, attachments, verification, forms or other information, may be considered non-responsive and therefore be disqualified from eligibility to proceed further in the RFP process.

A.12 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.13 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code Chapter 2-26. Procedures and deadlines concerning protests related to this Request for Proposal shall be those which are set forth in § 2-26-61 of the County Code.

A.14 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Purchasing Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

By submitting a proposal, the Proposer represents to the County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a Proposer is determined to have been untruthful in its proposal or any related presentation, such Proposer will be disqualified from eligibility to perform the work described in this Request for Proposal, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids or proposals to supply goods or services to, Manatee County.

A.15 COLLUSION

By offering a submission to this Request for Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.16 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the purchasing official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. **Proposer is to complete Attachment "B" and submit with your proposal.**

A.17 LOBBYING

After the issuance of any Request for Proposal, prospective Proposers, or any agent, representative or person acting at the request of such Proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition includes the act of carbon copying officers, agents or employees of Manatee County on email correspondence. This requirement begins with the issuance of a Request for Proposal, and ends upon execution of the final Contract or when the Proposal has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing Code of Law Chapter 2-26.

A.18 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the provisions of Title VI of the Civil Rights Act of 1964 and Title 15, Part 8 of the Code of Federal Regulations, Manatee County hereby notifies all prospective Proposers that they will affirmatively ensure minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award of contract.

A.19 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the **public meetings** specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

END SECTION A

SECTION B: SCOPE OF SERVICES

B.01 BACKGROUND AND PURPOSE

Manatee County is seeking Proposals from qualified experienced Vendor(s) with demonstrated expertise and success in providing janitorial cleaning services at a wide range of facilities similar in size, scope, and use. Service locations include but are not limited to standard offices, libraries, social services centers, modern high-rise buildings, and public restrooms.

There are approximately seventy (70) facilities in various locations throughout the County that require various types of janitorial and specialized services in accordance with scope of services outlined in this RFP.

Services to be provided include furnishing the required labor, supervision, transportation, tools, equipment, materials, and supplies necessary for accomplishment of janitorial and specialized services in accordance with the specifications set forth in this RFP, the accepted proposal and the resulting agreement. The County shall provide hand soap, paper hand towels, toilet tissue, trash bags, trash can liners, and toilet seat covers.

Any and all Contracts resulting from this RFP shall be considered a 100% performance contract, and cleaning services shall be performed to the total expectations of the specifications without regard to number of custodians/hours needed to perform. The Vendor(s) shall be required to perform the requirements safely and with expertise, knowledge, and capability with minimal monitoring by the County.

B.02 DEFINITIONS OF TERMS AND STANDARDS

Whenever used, the following definitions and standards shall apply.

- 1) **Clean:** Shall be construed to mean that no film, odors, stains, dust, lint or spots can be detected on floors, walls, partitions, ledges, trim, doors, moldings, or fixtures within the area to be cleaned.
- 2) **Common Areas:** Shall be construed to mean all non-restroom areas within a facility that are required to be cleaned by the janitorial service vendor, according to each facility's cleaning requirements. These may include offices, meeting rooms, kitchens, hallways, elevators, stairwells, entrance ways, and multi-purpose rooms.
- 3) **Damp Mopping:** Damp mopping is defined as the use of a cotton or similar yarn type mop which has been mechanically wrung/squeezed to remove excess solution for purpose of removing light soil, dirt, liquid or other foreign material from a floor which does not require the complete mopping of the area or the area is not soiled sufficiently to require wet mopping. When properly completed, damp mopping will achieve the same quality standard as wet mopping.

B.02 DEFINITIONS OF TERMS AND STANDARDS (Continued)

- 4) **Day Porter Service:** Day Porter Service is defined as a person or persons performing routine cleaning, sanitizing, and dispenser services of restrooms and/or office facilities on an hourly basis, or as directed by the County, to maintain consistent sanitary conditions.
- 5) **Disinfecting/Sanitizing:** Disinfecting/sanitizing is defined as the removal or neutralization of material containing or supporting the growth of bacterial/viral organisms, capable of causing infection in humans if untreated, through the application of a disinfectant or sanitizer solution by either manual or mechanical methods.
- 6) **Dispenser Service:** Dispenser service is defined as the checking and refilling of all towel, toilet tissue, soap, or any other dispensers that may be identified by the County. When properly serviced, dispensers will have a full (1 day) supply of dispensed product. At no time will additional supplies be left for patrons/clients/employees to install in the dispensers.
- 7) **Dusting:** Dusting is defined as the removal of laden airborne dirt, soil, lint, or other foreign material from furniture, fixtures, ledges, shelves, frames, walls and any other items that may accumulate airborne particles. Normal or low dusting is all levels up to and including six (6) feet in height. All high dusting will be all levels above six (6) feet high. When properly dusted the item will be free of any laden airborne materials, streaks, and smudges. Laden airborne matter will be removed by either mechanical, chemical or manual means except that devices which merely displace or redistribute the matter, such as feather dusters, will not be used, unless treated to attract and hold the matter. All items moved to accomplish this task will be returned to their original position.
- 8) **Glass:** Glass is clean when all accessible glass surfaces are without dirt, smudges, streaks, film, deposits, stains, and has a uniformly bright appearance and adjacent surfaces have been wiped clean.
- 9) **Machine Scrubbing:** Machine scrubbing is defined as the use of a mechanized scrubbing/vacuum machine to accomplish the same result as wet mopping for large areas such as halls, lobbies, auditoriums or similar large areas which would otherwise require extensive labor requirements to complete in a reasonable time period. When properly completed, machine scrubbing will be held to the same quality standard as wet mopping.
- 10) **Metal Cleaning/Polishing:** Metal cleaning/polishing is defined as the removal of dirt, soil, fingerprints, smudges, streaks, watermarks, scale and other foreign material from metal surfaces and fixtures. When properly cleaned/polished with a non-abrasive cleaner/polish, the metal surface will present a clean uniform appearance free from all dirt, soil, smudges, streaks, scale, etc.

B.02 DEFINITIONS OF TERMS AND STANDARDS (Continued)

- 11) **Sealing:** Sealing is defined as the application of an approved floor sealer prior to the application of the final floor finish according to industry standards and manufacturer recommendations. Application may be by either manual or mechanized methods. When properly sealed in compliance with the manufacturer's recommendation the floor shall present a uniform appearance with all evidence of splashing on baseboards and furniture/fixtures completely removed.
- 12) **Shampooing:** Shampooing is defined as the application of an approved cleaning agent to a carpeted floor or cloth material or covering for the purpose of removing embedded soil, dirt, stains or other foreign materials. Application may be by manual or mechanized methods. When properly shampooed the item will be free of any foreign material such as dirt, soil, and stains. The item will be free of any cleaning residue and shall present a clean and uniform appearance.
- 13) **Spot Cleaning:** Spot cleaning is defined as the removal of dirt, soil, debris, liquids, stains or other foreign materials from floors, walls, fixtures or other areas which can be accomplished by cleaning only the immediately affected area where the requirement of cleaning the whole area would not be necessary. When properly completed, spot cleaning will remove completely any evidence of the soiling which necessitated the cleaning, and return the finish of the item/area affected to its pre-soiled condition without evidence of occurrence or cleaning
- 14) **Stripping:** Stripping is defined as the complete (as is practicable) removal of the wax/finish applied to non-carpeted floor. Stripping may be accomplished by either manual or mechanized application of an approved stripping agent. When properly accomplished a stripped floor shall be completely free of all dirt, stains, deposits, wax, finish, water and cleaning solution, and shall be ready for the re-application of sealer and floor finish. All splash evidence on baseboards and furniture/fixtures shall be removed. Removal will be considered complete when 95% of the finish has been removed.
- 15) **Sweeping:** Sweeping is defined as the removal of loose dirt, dust, debris and other foreign material through either manual or mechanized methods, as appropriate for the location and situation. When properly completed, a swept area will be free of all loose dirt, dust, debris or other foreign material with no build up in corners, crevices, under or around furniture parts. All items moved to remove dirt will be returned to their original location.
- 16) **Trash/Waste Removal:** Trash/Waste removal is defined as the collection and disposal of all materials, which have been placed into appropriate containers dedicated for disposal. When properly removed the waste receptacles will be free of all wastes and disposed materials. When any liner is used in a waste receptacle it shall be replaced if there is any evidence of soiling, tearing or other damage or contamination. When any receptacle has been used for disposal of liquid or wet wastes the liner shall be replaced regardless of its age or appearance. If the liner leaked or otherwise allowed wastes to contact the receptacle the receptacle will be cleaned and disinfected.

B.02 DEFINITIONS OF TERMS AND STANDARDS (Continued)

- 17) **Waxing/Finishing:** Waxing/Finishing is defined as the application of an approved non-slip gloss finish to hard surfaced floors such as vinyl, rubber, cork, linoleum, terrazzo, wood, or tile. Application may be by either manual or mechanized methods. This includes buffing the finish. When applied according to the manufacturer's recommendations the finish will present an even high gloss shine. All evidence of splashing will be removed from baseboards and furniture/fixtures. There will be no evidence of buildup or discoloring. After stripping, sealing and waxing have been completed all items moved will be returned to their original positions.

- 18) **Wet Mopping:** Wet mopping is defined as the removal of built-up dirt, soil, liquids, or other foreign materials from a floor using a cotton or similar yarn type mop and sufficient neutral disinfecting detergent and water solution. This will include rinsing if required or recommended by the detergent manufacture. When properly completed, a wet mopped floor will be free of all dirt, debris soil, liquids or other foreign material. It will present a uniform appearance free of streaks, smudges, heel-marks or any other marks that can be reasonably removed through this cleaning method. All splash marks/spots on walls and furniture/fixtures must be removed for the proper completion of the wet mopping task. All items moved to accomplish this task shall be returned to their original positions.

- 19) **Vacuuuming:** Vacuuming is defined as the mechanical removal of loose dust, dirt, soil, debris and other foreign material from carpeted floors and other items; (examples: couches, chairs, walls, curtains/drapes); which lend themselves to this method of cleaning. When properly vacuumed there shall be no evidence of any dust or dirt or any other loose foreign material. All items moved during this process will be returned to their original positions. A satisfactorily vacuumed carpet or floor shall be free of all dirt, staples, dust, grit and lint. All spots or stains shall be promptly removed by spot cleaning methods. Carpeted areas will be thoroughly vacuumed with a machine that has adequate suction to lift the dirt and residue from the base of the rug nap (5.0 amps or greater). All spots will be removed immediately with an approved rug cleaning solution in such a manner as to not leave rings or discoloration. Carpet shampooing solution should be used that will not stain or discolor the carpet, nor produce shrinking and must be environmentally safe and nontoxic.

All terms not defined shall be held to mean their current and typical meaning as found in Webster's II New College Dictionary as published by Houghton Mifflin Company, or by its use within the scope of this document and the typical usage in the janitorial services trade.

B.03 QUANTITIES

The number of facilities requiring regular scheduled cleaning and the type of service at each location is based on past annual usage. The County reserves the right to add or remove facilities, to increase or decrease square feet, change cleaning days and/or times, and to change the type of services called for on an as required basis.

B.04 SCOPE OF THE WORK

The vendor shall provide janitorial cleaning services at general office facilities primarily used by County employees as well as public facilities primarily used by the general public. The vendor may be required to perform these services on a daily, weekly, or as needed basis depending on the minimum requirements of each service task.

The minimal specifications and unit of price measurement for each type of service task that may be required at any service location are categorized and defined as follows:

Task A: Cleaning and sanitizing of restrooms in a general office facility.

Daily of each week that the vendor is required to provide services at any given facility, all floors swept and wet mopped with germicidal sanitizing detergent and water prepared fresh daily and applied with a clean mop. The floors must be dry upon completion of Work. Water closets and urinals shall be washed with toilet bowl brush and disinfected inside and outside. Seats shall be cleaned and sanitized on both sides and left in a raised position. No rust, encrustation or water rings shall be permitted. All water and urinal traps shall be maintained free from odor and debris at all times. All washbasins shall be thoroughly cleaned and sanitized so that no dirt, soap residue, or water spotting is visible. All mirrors, shelving, dispensers and chromium fixtures shall be polished. Wall surfaces, partitions, doors, window frames, sills and waste receptacles shall be spot cleaned as needed. Waste receptacles shall be emptied and disposed of in outside dumpsters. Waste receptacles shall be cleaned and sanitized if needed and provided with a new liner. Paper towel, hand soap and toilet paper dispensers shall be serviced and stocked to a level sufficient for the following day's usage. Any water stains on the wall below paper towel holder and/or soap dispenser shall be wiped clean.

Once per week clean and sanitize restroom partitions with a germicidal cleaner. Clean and sanitize sanitary napkin holders. Any windows in the facility shall be cleaned inside and out.

Unit of price measurement: shall be per square foot.

Task B: Cleaning of common areas in a general office facility.

Frequencies of items listed in this task are the minimum; all items shall remain clean and dusted as defined in Article B.02 at all times. **Note: The vendor shall provide a list of cleaning chemicals to be used to the facility supervisor(s), to determine which are suitable for use within the facility. If necessary, the facility supervisor(s) will provide an alternate list of chemicals approved for use within their facility. Cleaning crew personnel shall follow all safety requirements while cleaning in the lab areas. These requirements include, but are not limited to, no shorts, skorts or skirts, no open toed shoes, must wear latex gloves within labs, and must wear safety glasses within labs.**

Task B: (Continued)

Daily: of each week that the vendor is required to provide services at any given facility, all wastebaskets shall be emptied. Liners will be replaced when soiled. Waste receptacles shall be cleaned and sanitized if needed and provided with a new liner. Wastepaper and trash shall be removed to the designated outdoor disposal dumpster area. Spot clean walls, doors, floor and carpet areas to remove spillage and other marks as needed. Drinking fountains shall be cleaned and sanitized with an antibacterial/germicidal cleaner specifically designed to kill bacteria, including but not limited to MRSA.

Twice weekly: all hard-surface floors and stairways shall be swept and damp mopped. All carpeted areas shall be vacuumed. Main lobbies, all entrances and corridors shall be maintained in such a manner as to give a superior appearance, by using a buffing machine with polishing pads (or similar types of pads). Walk-off mats will be either swept or vacuumed. Cigarette urns immediately outside entrance ways and dry-type ash receptacles shall be emptied, washed and dried. Window sills, ledges, ventilation, grills, top of wall tiles shall be cleaned and dusted.

All glass in areas such as doors, walls, partitions and public viewed pictures (excludes personal pictures placed in office areas) and both sides of entrance way glass shall be free from streaks, smudges and dirt accumulation; preferably with an ammonia based cleaner (no damp wiping), to include high/vaulted window.

Unit of price measurement: shall be per square foot.

Task C: Cleaning of **common areas in a public facility (such as a park complex).**

Service frequency and description are the same as Task B, with the following addition:

Fitness equipment shall be cleaned and sanitized on a daily basis with an antibacterial/germicidal cleaner specifically designed to kill bacteria, including but not limited to MRSA.

Unit of price measurement: shall be per square foot.

Task D: Cleaning and sanitizing of **restrooms in a public facility (such as a park complex, beach, or transit station)**

Daily of each week that the vendor is required to provide services at any given facility, all floors swept and wet mopped with germicidal sanitizing detergent specifically designed to kill bacteria, including but not limited to MRSA, and water prepared fresh daily and applied with a clean mop. The floors must be dry upon completion of Work. Water closets and urinals shall be washed with toilet bowl brush and disinfected inside and outside. Seats shall be cleaned and sanitized on both sides and left in a raised position. No rust, encrustation or water rings shall be permitted. All water and urinal traps shall be maintained free from odor and debris at all times. All washbasins shall be thoroughly cleaned and sanitized so that no dirt, soap residue, or water spotting is visible. All mirrors, shelving, dispensers and chromium fixtures shall be polished. Wall surfaces, partitions, doors, window frames, sills and waste receptacles shall be spot cleaned as needed. Waste receptacles shall be emptied and disposed of in outside dumpsters. Waste receptacles shall be cleaned and sanitized if needed and

Task D: (Continued)

provided with a new liner. Paper towel, hand soap and toilet paper dispensers shall be serviced and stocked to a level sufficient for the following day's usage. Any water stains on the wall below paper towel holder shall be wiped clean.

Remove any sand from the restroom floors by whatever means necessary; however, the vendor **shall not sweep sand down the drains.**

When cleaning any sinks or urinals that have electronic sensors, the vendor shall insure that no water build remains on the sensors.

Once per week clean and sanitize restroom partitions with a germicidal cleaner. Clean and sanitize sanitary napkin holders. Any windows in the facility shall be cleaned inside and out.

Unit of price measurement: shall be per square foot.

Task D-1: Cleaning and sanitizing of **restrooms in a public facility (such as a park complex, beach, or transit station).**

Service description is the same as Task D, except the daily requirements are performed a **minimum of twice per day**, seven days per week, and more frequently when necessary and as dictated by weather variability, seasonal and holiday usage.

Unit of price measurement: shall be per square foot.

Task D-2: **Day Porter Services for restrooms in a public facility (such as a park complex, beach, or transit station).**

Service description is the same as Task D, except the vendor shall have staff on site to check and clean the restrooms on an hourly basis to maintain consistent appropriate sanitary conditions; while hours for this service may vary from eight to twelve hours between 6:00 AM and 6:00 PM.

The use of this task shall be **on an as required basis**, primarily dependent upon seasonal and holiday usage.

When this service is called for, it shall take the place of the daily cleaning at the location requiring this service.

Unit of price measurement: shall be per hour.

Task E: Shampooing/steam cleaning of **carpets** and/or stripping and waxing of **hard-surface flooring.**

On an as needed basis: All carpeted areas shall be shampooed/steam cleaned with an extractor and chemicals. All hard-surface flooring shall be stripped, waxed, and buffed with products approved by the County's authorized representative for the location(s) involved. Whenever a floor is stripped of its coating, the vendor shall apply three (3) coats of wax to the floor.

Unit of price measurement: shall be per square foot.

Task F: Deep cleaning services for **public restroom facility.**

On an as needed basis: provide a deep cleaning of the entire facility, both inside and outside, using the appropriate cleaning methods necessary to bring the identified facilities up to the standards of this contract, those methods may include, but not be limited to, low pressure washing of the inside of the facility, graffiti removal, and/or stripping and waxing of the tile floors.

Unit of price measurement: shall be per square foot.

Task G: **Day Porter Services** for general office facilities.

On an as needed basis: the vendor shall provide staff on site to check and clean the restrooms on an hourly basis, and clean common areas as needed to maintain consistent appropriate sanitary conditions.

Unit of price measurement: shall be per hour.

Task H: **Day Porter Services** for special events.

On an as needed basis: the vendor shall provide staff on site to check, clean, sanitize and monitor the restrooms on a continual basis to maintain consistent appropriate sanitary conditions during the course of the event, and remain on-site to assist and clean-up afterwards. The post event clean-up shall consist of, but not limited to: sweeping, mopping, sanitizing, vacuuming, and trash removal.

Depending on the size and location of the event, vendor's staff size for any event can range from one to four employees. For events requiring two or more employees, the vendor's cleaning staff shall be comprised of both male and female gender to perform work in gender appropriate restrooms. Staff shall dress in attire that identifies them as an employee of the janitorial vendor with khaki or black pants and appropriate work shoes.

Unit of price measurement: shall be per hour.

B.05 SECURITY AND USE OF PREMISES

Vendors shall provide criminal background search results from the Florida Department of Law Enforcement (FDLE) for each employee at the vendor's expense, to the County for approval prior to vendor's employees working at any County facility.

All Vendor employees shall wear a distinctive uniform that identifies them as an employee of the janitorial vendor. Tee shirts, shorts, tank tops, halters, sandals, thongs, or any type of open-toed shoes shall not be worn by Vendor personnel. Vendor personnel shall report to work dressed in uniform as no locker spaces/changing rooms are provided.

Vendor shall be responsible in the event of theft or damage of County property or personal property by their employees and the County may make claim against the Vendor's liability insurance coverage.

B.06 SECURITY AND USE OF PREMISES (Continued)

Only employees pre-approved by the County shall be allowed access into County facilities. No recruiting, hiring, or interviewing shall be conducted by the Vendor in any County facility.

Work may be scheduled during or after business hours. If services are to be performed after business hours or during a time when a facility has been closed due to unexpected circumstances, vendor shall be given access to clean (by second-or-third shift personnel, security guards or a key issued to them for that purpose).

NOTE: The vendor shall be held liable for any and all charges from the Manatee County Sheriff's Office related to responses to false alarms that are triggered by the vendor's cleaning crew. Those charges shall be deducted from the vendor's invoice(s). If the vendor has more than three (3) false alarms in a given calendar year, this may result in termination of contract.

B.07 SCHEDULING OF WORK

Vendors shall schedule all work and have their **work schedules pre-approved, in advance, in writing** by the appropriate County representative.

Responding to the variations in holiday and seasonal usage at public restroom facilities will take cooperation, coordination and preparation:

COORDINATION - The vendor is expected to coordinate and communicate the varied cleaning schedule demanded and identified through anticipated public usage of public restroom facilities by meeting on a regular basis with County staff to determine hours of the day and days of the week cleaning is needed. The regular agenda for such meetings should cover whether or not greater and more (or in some cases, less) frequent care is needed because of scheduled special events, or other known impacts for the frequency of use by the public and consequent demand for appropriate cleanliness of facilities.

PREPARATION – The vendor is expected to cooperate in developing a flexible cleaning schedule for public restroom facilities that will meet the needs of the public and best serve the interests of the County. For example prolonged periods of inclement weather would naturally lead one to believe there would be fewer people at the beach, and so, in all likelihood, a fewer number of cleanings would be required for these locations. On the other hand, during seasonal up-swings, weather-pleasant week days may require two cleanings per day by the vendor and week-ends may require even more or Day Porter Service on site for several hours. Whereas, hot summer week-days may only require one cleaning and week-ends may require two cleanings. Because Parks Maintenance Division staff clean all public restroom facilities once daily, some seasonal or weather event usage may not require a vendor's staff cleaning at all.

B.08 SUPERVISION

The Vendor shall have a competent crew supervisor available at all times while work is being performed who is able to read, write and speak English. The crew supervisor shall also be able to effectively communicate/translate to the crews the County's needs and expectations and respond/resolve to all related issues. **Crew Supervisors shall be available by telephone, cellular telephone, and/or pager at all times.**

B.09 INSPECTION OF WORK

A daily work log shall be maintained at each facility, whereby the Vendor's cleaning crew shall sign in and out at each facility showing that they have successfully cleaned the facility in accordance with the contract specifications. At least once per week, the Contractor's crew supervisor shall visit each facility and sign the daily work log for the day that he/she has visited showing that they have inspected the work of the crew.

The County's authorized representative(s) shall inspect each facility on a daily basis and sign the daily work log acknowledging that the service has been completed in accordance with the contract specifications. The County's representative(s) will note any deficiencies and areas of concerns on the daily log for the Contractor's cleaning crew to correct on the following cleaning service.

On a monthly basis, the daily work log shall be submitted with a copy of the original invoice by the vendor to the County prior to payment for services received and accepted by the County's authorized representative(s). Failure by the Contractor's cleaning crew and/or crew supervisor to complete the daily work log as required SHALL result in a reduction of the payment due to the Contractor. The County reserves the right to alter or change the daily work log and inspection procedures at any time during the contract period to ensure facilities are cleaned to the standards listed in Article B.02.

LIQUIDATED DAMAGES

When Vendor fails to perform, as specified, the services required in this agreement, the County will have been damaged by that lack of performance. Since it is difficult to define the amount of damage caused, Vendor shall agree to the following liquidated damages:

1. If trained personnel do not report to provide the services required by the contract, the County will incur damages; and liquidated damages of **\$100** per occurrence, per location, will be deducted from payments due the Contractor. Contractor will be notified of the assessment of liquidated damages by telephone and E-Mail within twenty-four (24) hours of failure to report.
2. If Contractor fails to perform under the terms of the contract, the County will incur damage. Contractor will be notified by telephone and E-Mail within twenty-four (24) hours of the failure to perform, and performance shall be required within twenty-four (24) hours after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the County will incur damages; and liquidated damages of **\$100** per occurrence will be deducted from payments due the Contractor.
3. Liquidated damages of **\$100** per occurrence will continue to be deducted from payments due the Contractor until the performance failure is remedied.

B.10 LOCATIONS

The following list of exhibits details the locations, typical types of services, and typical service times for each facility to be serviced under the resulting agreement. The square footage used at each facility encompasses all common areas and restrooms, both men's and women's, to be cleaned at each location.

Exhibit 1- General office facilities that typically require cleaning services during the day between 7am and 3pm, Monday thru Friday.

Exhibit 2- General office facilities that typically require cleaning services after regular business hours beginning after 5pm Monday thru Saturday.

Exhibit 3- Public Restroom Facilities that typically require cleaning services after regular business hours beginning after 5pm Monday thru Sunday.

B.11 SITE VISITS

In order for proposers to have a clear understanding of the work areas to be cleaned at each facility under this RFP, they will need to schedule a site visit with the contact person listed on the exhibits for each site. **For security reasons, any proposer who shows up at a site listed in Exhibits 1 and 2 without an appointment will not be permitted on site until an appointment has been made.**

Locations listed in Exhibit 3 are all public restroom facilities open to the general public and do not require an appointment.

END SECTION B

SECTION C: FORM OF PROPOSAL

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in **Sections C.01, through C.03**, identifying the response to each specific item.

The information that you provide shall be used to determine those Proposers with perceived ability to perform the Scope of Services as stated in this Request for Proposal which may overall best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section D. Selection.

C.01 MINIMUM EXPERIENCE TO BE CONSIDERED

To qualify for any consideration, the Proposer(s) must present proof that they have substantial, current and verifiable experience in performing or overseeing the performance of the services described within the scope of services set forth herein. In the event more than one entity is joining in making this proposal, each entity shall set forth its respective experience and qualifications for those areas the entity intends to perform.

It is expected that the services provided under any agreement resulting from this Request for Proposals will be performed by employees of the Proposer(s) and not by subcontractors. Therefore, **subcontractors shall not** be used in your proposal to meet the minimum qualifications.

Proposals may be presented by a single business entity, a joint venture, or partnership.

To validate experience, expertise and capabilities, Proposers shall provide the following details for each of the Proposer(s)' relevant past performance of similar projects:

- a. Name and location of the Client and the facility, the date service began, the duration of time providing janitorial services and the termination date of this service.

Specify the name, title and telephone number for the Clients contract manager for the project;

- b. Names of your firm's staff and their direct involvement in the project;
- c. Names and telephone numbers of the persons representing the individual agencies with which the identified key staff directly worked; and

MINIMUM EXPERIENCE TO BE CONSIDERED (Continued)

After Manatee County staff validates the Minimum Qualifications have been met, those Proposals found to be in compliance will be considered by the evaluation committee.

C.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form (Attachment A).
- b. Public Contracting and Environmental Crimes Certification (Attachment C).

C.03 INFORMATION TO BE SUBMITTED REGARDING PROPOSER(S)

Note: Tabs are required to identify each item defined in this Section.

- C.03.1 Provide a description of each Proposers' **background and size**. Provide a statement of qualifications to include Proposer's certifications, legal status, and experience in providing the service enumerated in this Request for Proposal.
- C.03.2 Submit a narrative **explaining the direct economic benefit to Manatee County to be realized by selecting Proposer(s)**. Please include a discussion of the employment and support services contracting which would be procured within Manatee County.
- C.03.3 Identify each **principal of the firm and other "key management personnel and crew supervisors"** who will be professionally associated with the County. Do not include personnel that will not have a key role in providing or managing services. Describe their respective areas of expertise.

For each identified person, provide the following:

- Full Name
- Title
- Professional credentials
- Area of expertise, individual's roles and duties in providing or managing services
- Office address
- Email address
- Telephone number
- Personalized resumes which identify the qualifications, training and experience of each key personnel

- C.03.4 **Past Performance:** Provide a list of three (3) organizations where the Proposer is no longer providing janitorial services. This list shall include the names, telephone numbers, and contact personnel for each organization.
- C.03.5 **Current Workload:** Provide a list of all current organizations where the Proposer is currently providing janitorial services. This list shall include the following:
- a. Name and location of the Client and the facility, the date of service began, the square footage of serviced areas, and the type(s) of service provided.
 - b. The name and telephone number for the Clients contract manager for the work.
 - c. The names of your firm's key staff and their roles such as supervisors or full time employees.
 - d. Duration of the provision of services per client.
- C.03.6 **Location:** Identify the office location responsible for the proposed services and the office location of the staff that will be assigned to provide the proposed services if different.
- C.03.7 **Local Office:** Gaining maximum economic impact is paramount. Proposer(s) should therefore describe whether the managing office will be located within the County, and detail what plans and policies will be adopted to help ensure County citizens receive preferential consideration for employment, and vendors located within the County will be used as suppliers of goods needed to perform the scope of services.
- C.03.8 **Staffing:** Submit a staffing plan which details all staffing needs Proposer(s) believe will be required to perform the services proposed in the submitted proposal. The plan shall include the current number of full or part-time hourly employees employed by the proposer that will be used to perform the services proposed in the submitted proposal. Describe methods to concentrate on hiring locally.
- C.03.9 **Service Approach:** Provide a narrative describing your understanding of the County's service needs and your approach in the performance of the services outlined in this Request for Proposals. Detail the facilities proposed to be serviced, with the proposed number of cleaning crews to be assigned to each facility to accomplish the requirements identified in the scope of services.

- C.03.10 **Management Plan:** Provide a narrative describing the management plan the Proposer intends to employ for the scope of services and an explanation of how that plan will support all service requirements. This description shall include the organization(s) of the janitorial team(s), including accountability and lines of authority.
- C.03.11 **Quality Control Plan:** Provide the Proposer's written proactive quality control plan that describes the process the Proposer uses for determining whether cleaning service requirements have been met and for identifying opportunities for improvement to services. Include any examples of forms currently being utilized and their particular functions/uses.
- C.03.12 **Communication Plan:** Provide a narrative describing the communication plan the Proposer intends to employ at each facility to communicate that the cleaning service requirements have been met as well as any opportunities that exist for improvement to services. Include any examples of forms currently being utilized and their particular functions/uses.
- C.03.13 **Training:** Include a summary of Proposer's training and injury/illness prevention programs.
- C.03.14 **Be Green:** Provide detail of the Proposer's initiative and ability to use environmentally preferable "green" products, materials, supplies and services that have a reduced adverse effect on the environment.
- C.03.15 **Pricing:** Provide a proposed price for the required services that are detailed for each level of service per the unit of price measurement as described in **Section B.04** of this RFP.
- C.03.16 Submit **any other additional information** which would assist the County in the evaluation of your proposal.

END SECTION C

SECTION D: SELECTION

D.01 EVALUATION FACTORS

Evaluation of proposals will be conducted by an evaluation committee. The committee's goal will be to identify the proposal(s) which will overall best meet the needs of Manatee County as determined from the proposals received and subsequent investigation by the County. General factors to be applied will be: the perceived ability of the Proposer(s) to perform the Scope of Services as stated in this Request for Proposal, quality control and management service approach, demonstrated experience, past performance, and price.

These evaluation factors shall determine the successful proposal.

D.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

Unless noted, no weight will be assigned to the Evaluation Factors stated above.

Note that all evaluation factors are considered without assigning a weight factor, and all terms, conditions, and costs are to be negotiated. Therefore, price shall not be either the sole evaluative factor, or the dominant factor in the making of the recommendation.

D.03 PRELIMINARY RANKING

An evaluation committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the Proposer(s) most qualified to be selected to negotiate an agreement.

D.04 REVIEW OF PROPOSERS AND PROPOSALS

In-person reviews may be conducted with responsible Proposers who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County, and may be closed to the public in the discretion of the Purchasing Official, and to the extent permitted by law.

D.05 SELECTION FOR NEGOTIATION

The evaluation committee will make a recommendation to the County Administrator as to the proposer which the County should enter into negotiations. The County Administrator will act upon that recommendation and, if accepted, the successful Proposer will be invited to enter negotiations led by the Purchasing Division.

D.06 AWARD

Award of an agreement is subject to the successful negotiations and the approval of either the County Administrator or the Board of County Commissioners (as provided for in the current Purchasing Code and Procurement Procedures).

END SECTION D

SECTION E: NEGOTIATION OF THE AGREEMENT

E.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

E.02 AGREEMENT

The selected Proposer shall be required to negotiate an agreement, in a form and with provisions acceptable to Manatee County.

Negotiated Agreements may or may not include all elements of this RFP or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

The parties will negotiate the terms of the agreement, and the circumstances in which it may be renewed, assigned or terminated.

The parties will negotiate matters of insurance, liability, record-keeping, auditing, and all other relevant contractual matters.

END SECTION E

ATTACHMENT A

**PROPOSAL SIGNATURE FORM
RFP #14-1539CD**

The undersigned represents that by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal, and that all of the facts and responses set forth in the proposal are true and correct. If the proposer is selected by the County to negotiate an agreement, the undersigned certifies that the proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this Request for Proposal.

Print or Type Proposer's Information Below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	
_____ Email Address	_____ Web Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Officer
_____ Date Signed	
Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____
Acknowledge Addendum No. _____	Dated: _____

ATTACHMENT B

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE V,
MANATEE COUNTY PURCHASING ORDINANCE**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by

_____ [Print individual's name and title]

_____ for _____ [print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a County Contract for public improvements, procurement of goods or services (including professional services) or a County lease, franchise, concession or management Contract, or shall receive a grant of County monies unless such person or entity has submitted a written certification to County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of County's Purchasing Official, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

(Continued)

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR COUNTY ADMINISTRATOR DETERMINES THAT **SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.**

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____.

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT C

INSURANCE AND BONDING REQUIREMENTS

Successful Proposer(s) will maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in this Attachment and any contract resulting from this solicitation, and (ii) agrees that, upon County's request, evidence of the insurance requirements set forth in this Attachment will be produced by Proposer(s) within five (5) business days from the date any Notice of Intent to Award is posted.

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
2. <input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 single limit per occurrence.
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage. \$1,000,000 per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.
4. <input checked="" type="checkbox"/> Automobile Liability	\$ 1,000,000 Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
5. <input type="checkbox"/> Other Insurance as noted:	<input type="checkbox"/> Watercraft (Per Occurrence) \$ _____ <input type="checkbox"/> USLH coverage shall be maintained where applicable to the completion of the work. (Per Occurrence) \$ _____ <input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. (Per Occurrence) \$ _____ <input type="checkbox"/> Pollution (Per Occurrence) \$ _____ <input type="checkbox"/> Professional Liability \$1,000,000 per claim and in the aggregate <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <input type="checkbox"/> Project Professional Liability (Per Occurrence) \$ _____ <input type="checkbox"/> Valuable Papers Insurance (Per Occurrence) \$ _____

6. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Manatee County, its officers, agents and employees from and against all claims, suits, actions, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute §768.28.
7. <input type="checkbox"/> Bid Bond	Shall be submitted with proposal response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to five percent (5%) of the cost proposal. All checks shall be made payable to the Manatee County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
8. <input type="checkbox"/> Performance and Payment Bonds	For projects in excess of \$100,000.00, bonds shall be submitted with the executed contract by proposers receiving award, and written for 100% of the contract award amount, the cost borne by the proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed five percent (5%) of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., 75 Fulton Street, New York, New York 10038.
9. <input checked="" type="checkbox"/> Additional Insured	Manatee County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability, and Auto Liability where required
10. <input checked="" type="checkbox"/> Certificate Holder	The Certificate Holder shall be named as Manatee County Board of County Commissioners, OR, Board of County Commissioners in Manatee County, OR Manatee County Government, OR Manatee County. Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Manatee County.
11. <input checked="" type="checkbox"/> Cancellation	Thirty (30) Days Cancellation Notice required.

EXHIBIT 1-
GENERAL OFFICE FACILITY CLEANING BETWEEN THE HOURS OF 7 AM 3PM

Facility Name	Address Location/ Contact	Contact	Typical Service Frequency	Typical Service Tasks	Approx. Restroom Square Footage	Approx. Common Area Square Footage	Approx. Total Square Footage
Northeast Water Reclamation Facility (NEWRF)- Admin Bldg & Maint. Bldg.	8500 69th Street East Palmetto, FL 34219	Contact: Aimie Johnson 941-792-8811 ext 8067	5 days per week- Monday thru Friday	A, B	1002	2932	3934
Southeast Water Reclamation Facility (SEWRF)	3331 Lena Road, Bradenton, FL	Contact: Gayle Altman 941-792-8811 ext 8029	5 days per week- Monday thru Friday	A, B	525	2585	3110
Bio-Solids Dryer Facility	3331 Lena Road, Bradenton, FL	Contact: Chris Collins 941- 792-8811 ext 8025	1 day per week- Wednesday	A, B	72	858	930
Southwest Water Reclamation Facility (SWWRF)- Admin Bldg., Maint. Bldg, BFP	5101 65th Street West; Bradenton, FL 34210	Contact: Karen Betti 941- 792-8811 ext 5459	5 days per week- Monday thru Friday	A, B	1976	7789	9765
Utilities Lift Station Maintenance Building	5107 65th Street West; Bradenton, FL 34210	Contact: Linda Gray 941-792-8811 ext 5375	5 days per week- Monday thru Friday	A, B	702	2229	2931
Parks Maintenance Division Building	5161 65th Street West; Bradenton, FL 34210	Contact: Warren Kinder 941-792-8811 ext 5459	5 days per week- Monday thru Friday	A, B	602	3500	4102
Water Treatment Plant- Bldg A, B, C, Old & New Labs, Maint. Bldg, Bath Area	17915 Waterline Road; Bradenton, FL 33333	Contact: Bruce Macleod 941-792-8811 ext 5005	5 days per week- Monday thru Friday	A, B	926	33806	34732
Elwood Park Maintenance Building	4825 44th Ave East; Bradenton, FL	Contact: Josh Fields 941- 792-8811 ext 5273	5 days per week- Monday thru Friday	A, B	200	600	800
Work Offenders Work Program Office	1640 60th Ave. Dr. East; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	1 day per week- Wednesday	A, B	115	1639	1754

NOTE: All Facilities may use Task E and/or Task G on an as needed basis.

EXHIBIT 1-
GENERAL OFFICE FACILITY CLEANING BETWEEN THE HOURS OF 7 AM 3PM

Facility Name	Address Location/ Contact	Contact	Typical Service Frequency	Typical Service Tasks	Approx. Restroom Square Footage	Approx. Common Area Square Footage	Approx. Total Square Footage
Fuel Services Building	2908 12th Street Court East; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	3 days per week- Monday thru Friday	A, B	96	1004	1100
Fleet Services Building	1100 26th Avenue East ; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	5 days per week- Monday thru Friday	A, B	315	2585	2900
Highway-Traffic Control Sign Shop	2904 12t Street Court East; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	3 days per week- Monday thru Friday	A, B	144	750	894
Property Management- Construction Services Trades Building	2906 12t Street Court East; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	2 days per week- Monday thru Friday	A, B	96	2184	2280
Radio Shop	1801 5th Street West; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	3 days per week- Monday thru Friday	A, B	192	2500	2692
Pulic Works Stormwater Maintenance Building	5511 39th Street East; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	3 days per week- Monday, Wednesday, Friday	A, B	286	4039	4325

NOTE: All Facilities may use Task E and/or Task G on an as needed basis.

EXHIBIT 2-
GENERAL OFFICE FACILITY CLEANING AFTER NORMAL BUSINESS HOURS

Facility Name	Address Location/ Contact	Contact	Typical Service Frequency	Typical Service Tasks	Approx. Restroom Square Footage	Approx. Common Area Square Footage	Approx. Total Square Footage
Braden River Library	4915 53rd Avenue East Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	5 nights per week- Tuesday thru Saturday	A, B	380	14270	14650
Public Works Administration Complex	1022-1026 26th Ave.East Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	5 nights per week- Monday thru Friday	A, B	1254	24754	26008
Transit Administration Building	1108 26th Avenue East Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	5 nights per week- Monday thru Friday	A, B	240	4860	5100
Animal Control Administration	305 25th Street West; Palmetto, FL 34221	Contact: Paula Pesmark 941-748-4501 ext 3238	5 nights per week- Monday thru Friday	A, B	224	1360	1584
Palmetto Library	923 6th Street West; Palmetto, FL 34221	Contact: Paula Pesmark 941-748-4501 ext 3238	5 nights per week- Tuesday thru Saturday	A, B	420	12160	12580
Rocky Bluff Library	6081 US Hwy 301; Ellenton, FL 34222	Contact: Paula Pesmark 941-748-4501 ext 3238	5 nights per week- Tuesday thru Saturday	A, B	535	9431	9966
Central Library	1301 Barcarrota Blvd.; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	6 nights per week- Monday thru Saturday	A, B	1200	10174	11374
Courthouse Annex	1640 60th Ave. Dr. East; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	4 nights per week- Monday thru Friday	A, B	1045	19740	20785
Manatee County Administraton Building (Restrooms on all nine floors, elevators, hallway areas outside elevators)	1112 Manatee Ave. West Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	4 nights per week- Monday thru Friday	A, B	3381	12057	15438

NOTE: All Facilities may use Task E and/or Task G on an as needed basis.

EXHIBIT 2-
GENERAL OFFICE FACILITY CLEANING AFTER NORMAL BUSINESS HOURS

Facility Name	Address Location/ Contact	Contact	Typical Service Frequency	Typical Service Tasks	Approx. Restroom Square Footage	Approx. Common Area Square Footage	Approx. Total Square Footage
Manatee County Historic Courthouse (1st and 3rd Floors-)	1115 Manatee Ave. West Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	4 nights per week- Monday thru Friday	A, B	1206	43125	44331
Manatee County Judicial Center	1051 Manatee Ave. West Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	4 nights per week- Monday thru Friday	A, B	3916	64274	68190
Manatee County Public Safety Center (EOC)	2101 47th Terrace East; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	5 nights per week- Monday thru Friday	A, B	2564	13317	15881
Island Library	5701 Marina Drive; Holmes Beach, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	5 nights per week- Tuesday thru Saturday	A, B	336	6264	6600
GT Bray Park Complex- 2nd Floor Administration Building	5502 33rd Ave.Dr. West; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	5 nights per week- Monday thru Friday	A, B	166	3445	3611
GT Bray Park Complex- 1st Floor Administration Building (Recreation Center)	5502 33rd Ave.Dr. West; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	7 nights per week	C, D	1521	11339	12860
GT Bray Park Complex- Gymnasium	5502 33rd Ave.Dr. West; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	7 nights per week	B, D	362	1179	1541
GT Bray Park Complex- Racquet Center	5502 33rd Ave.Dr. West; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	7 nights per week	B, D	295	262	557
GT Bray Park Complex- Aquatic Center	5502 33rd Ave.Dr. West; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	6 nights per week- Monday thru Saturday	B, D	500	1804	2304
South County Library	6081 26th Street West; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	5 nights per week- Tuesday thru Saturday	A, B	666	9633	10299
Manatee County Fairgrounds (AG Bldg., Kendrick Bldg, Harley Bldg.)	1303 17th Street West; Palmetto, FL 34221	Contact: Paula Pesmark 941-748-4501 ext 3238	5 nights per week- Monday thru Friday	A, B	600	22671	23271
Fleet Services- 66th Street Utilities Location	4700 66th Street West; Bradenton, FL	Contact: Paula Pesmark 941-748-4501 ext 3238	5 nights per week- Monday thru Friday	A, B	225	2215	2440
Utilities Landfill- Administration Bldg.	3331 Lena Road; Bradenton, FL	Contact: Richard Jones 941-792-8811 ext 8011	3 nights per week- Monday thru Saturday	A, B	117	4029	4146
Utilities Landfill- Operations Bldg.	3331 Lena Road; Bradenton, FL	Contact: Richard Jones 941-792-8811 ext 8011	6 nights per week- Monday thru Saturday	A, B	729	2818	3547

NOTE: All Facilities may use Task E and/or Task G on an as needed basis.

EXHIBIT 2-
GENERAL OFFICE FACILITY CLEANING AFTER NORMAL BUSINESS HOURS

Facility Name	Address Location/ Contact	Contact	Typical Service Frequency	Typical Service Tasks	Approx. Restroom Square Footage	Approx. Common Area Square Footage	Approx. Total Square Footage
Utilities Landfill- Community Drop-off Bldg (HHW)	3331 Lena Road; Bradenton, FL	Contact: Richard Jones 941-792-8811 ext 8011	3 nights per week- Monday thru Saturday	A, B	456	1208	1664
Utilities Landfill- Mechanics Area / Fleet Bldg	3331 Lena Road; Bradenton, FL	Contact: Richard Jones 941-792-8811 ext 8011	3 nights per week- Monday thru Saturday	A, B	12	1904	1916
Utilities Landfill- Scalehouse	3331 Lena Road; Bradenton, FL	Contact: Richard Jones 941-792-8811 ext 8011	3 nights per week- Monday thru Saturday	A, B	172	2000	2172
Utilities 66th Street Complex- Administration Annex	4410 66th Street West; Bradenton, FL	Contact: Josh Fields 941- 792-8811 ext 5273	5 nights per week- Monday thru Friday	A, B	796	19700	20496
Utilities 66th Street Complex- Maintenance Operations Building	4520 66th Street West; Bradenton, FL	Contact: Josh Fields 941- 792-8811 ext 5273	5 nights per week- Monday thru Friday	A, B	1300	8700	10000
Utilities 66th Street Complex- Maintenance Building	4530 66th Street West; Bradenton, FL	Contact: Josh Fields 941- 792-8811 ext 5273	5 nights per week- Monday thru Friday	A, B	151	2078	2229
Utilities 66th Street Complex- Distribution	4526 66th Street West; Bradenton, FL	Contact: Josh Fields 941- 792-8811 ext 5273	5 nights per week- Monday thru Friday	A, B	117	2430	2547
Central Laboratory	4751 66th Street West; Bradenton, FL	Contact: Kayse Hasiak 941-792-8811 ext 5166	5 nights per week- Monday thru Friday	A, B	341	7276	7617

NOTE: All Facilities may use Task E and/or Task G on an as needed basis.

EXHIBIT 3-
PUBLIC RESTROOM FACILITY CLEANING

Facility Name	Address Location	Contact	Typical Service Frequency	Typical Service Tasks	Approx. Restroom Square Footage
Bayfront Park	301 North Bay Blvd.; Anna Maria, FL	Carmine Demilio 941-792-8784 ext 8203	7 days per week	D	392
Manatee Beach	4200 Gulf Drive; Holmes Beach, FL	Carmine Demilio 941-792-8784 ext 8203	7 days per week	D-1; D-2	510
Coquina Beach North (Roundhouse)	2600 Gulf Drive South; Bradenton Beach, FL	Carmine Demilio 941-792-8784 ext 8203	7 days per week	D	504
Coquina Beach Central (Concession)	West Side of Gulf Drive; Bradenton Beach, FL	Carmine Demilio 941-792-8784 ext 8203	7 days per week	D	220
Coquina Beach Central (Six Pack)	West Side of Gulf Drive; Bradenton Beach, FL	Carmine Demilio 941-792-8784 ext 8203	7 days per week	D	150
Coquina Beach South	West Side of Gulf Drive; Bradenton Beach, FL	Carmine Demilio 941-792-8784 ext 8203	7 days per week	D	240
Coquina Bayside	East Side of Gulf Drive; Bradenton Beach, FL	Carmine Demilio 941-792-8784 ext 8203	7 days per week	D	260
Palma Sola Causeway	Manatee Avenue West; Bradenton, FL	Carmine Demilio 941-792-8784 ext 8203	7 days per week	D	224

NOTE: All Facilities may use Task D-1 and/or Task F on an as needed basis.

EXHIBIT 3-
PUBLIC RESTROOM FACILITY CLEANING

Facility Name	Address Location	Contact	Typical Service Frequency	Typical Service Tasks	Approx. Restroom Square Footage
Palma Sola Botanical Park	7815 40th Avenue West; Bradenton, FL	Carmine Demilio 941-792-8784 ext 8203	7 days per week	D	112
Lincoln Park (Splash Park Restrooms)	715 17th Street West; Palmetto, FL	Carmine Demilio 941-792-8784 ext 8203	Seasonal- May thru October; 7 days per week	D	256
Transit-Desoto Center Transfer Station	820 301 Boulevard; Bradenton, FL	Steven Roberts 941-747-8621 ext 7639	5 days per week- Monday thru Saturday	D	620
Transit-Downtown Transfer Station	601 13th Street West; Bradenton, FL	Steven Roberts 941-747-8621 ext 7639	5 days per week- Monday thru Saturday	D	445
Transit-Palmetto Transfer Station	1802 8th Avenue West; Palmetto, FL	Steven Roberts 941-747-8621 ext 7639	3 days per week- Monday thru Saturday	D	620

NOTE: All Facilities may use Task D-1 and/or Task F on an as needed basis.