

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT - REQUEST FOR PROPOSALS

**SUBMIT PROPOSALS TO: PROCUREMENT SERVICES OFFICE (MAIL CODE: BKV-4-PRO)
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET - BUILDING #4
BROOKSVILLE, FLORIDA 34604-6899**

Direct Inquiries to: Ari Horowitz, Procurement Specialist
Phone: 352-796-7211, Ext. 4132; FAX: 352-754-3497; E-mail: procurement@watermatters.org

DATE POSTED:
Friday, January 7, 2022
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PROPOSALS WILL BE OPENED:
**Tuesday, February 8, 2022 at 2:00 p.m. Local Time, and may not
be withdrawn for 180 days after this date.**

NON-MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT:
Tuesday, January 18, 2022 at 9:00 a.m. – Brooksville Campus – 2379 Broad St, Brooksville, FL 34604
NON-MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT WILL CONTINUE:
Tuesday, January 18, 2022 at 1:00 p.m. – Tampa Campus – 7601 U.S. 301 North, Tampa, FL 33637

ORAL PRESENTATIONS: Thursday, March 10, 2022, if needed

TITLE: RFP 2211 Districtwide Janitorial Services

SPECIFICATIONS: The Southwest Florida Water Management District is seeking janitorial services from a qualified janitorial contractor with a written substantiable cleaning program, for its Brooksville, Tampa, Sarasota, and Lakeland Campuses. The scope of work includes furnishing the required labor, supervision, transportation, tools, equipment, materials, and cleaning supplies necessary to accomplish janitorial services in accordance with this solicitation; some of which – as Supplemental Services - may require compliance with applicable Federal requirements, including the Federal Emergency Management Agency ("FEMA").

Respondent Name:

Reason for No-Proposal

Mailing Address:

City-State-Zip:

Telephone Number () -

FAX Number () -

Toll-Free Number () -

Email address for correspondence:

Authorized Signature:

Full Name (please print or type):

Title (please print or type):

I, the above signed individual, hereby declares that I have carefully read this Request for Proposals and its provisions, terms, and conditions covering the equipment, materials, supplies, or services as called for, and fully understand the requirements and conditions. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a proposal for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. By my signature Respondent is bound by all of the terms and conditions of this Request for Proposals and I certify that I am authorized to sign this proposal for the Respondent.

IT IS THE RESPONDENT'S RESPONSIBILITY TO ASSURE THAT HIS/HER SEALED PROPOSAL IS DELIVERED AT THE PROPER TIME TO THE SPECIFIED LOCATION. PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL NOT BE ACCEPTED.

FORM 15.00 - 015 (05/07)

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR PROPOSALS #2211
DISTRICTWIDE JANITORIAL SERVICES**

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PART I - GENERAL CONDITIONS

- 1.1 PURPOSE.** The purpose of this Request for Proposals (RFP) is to provide guidelines for submission of proposals to implement the project described in Part III, Nature of Services Required, hereinafter referred to as the "Project."
- 1.2 DEFINITIONS; TIME.** "Respondent" means any contractor, consultant, organization, firm, college or university, or other entity submitting a response to this RFP. "Sub-Respondent" means any subcontractor Respondent identifies in its proposal as providing services to the Project through a direct contract with the Respondent. "District" means the Southwest Florida Water Management District, which is the issuing agency. "Contractor" means the Respondent selected to complete this Project who enters into a written agreement with the District. "Agreement" means a written agreement between the District and a Contractor (successful Respondent) that establishes the terms of the Contractor's performance, including as set forth in this RFP and any attached sample agreement attached to this Solicitation. All times of day used in this solicitation will be local time in Brooksville, Florida (daylight or standard, as applicable).
- 1.3 DEVELOPMENT COST.** Neither the District nor its representatives will be liable for any expenses incurred in connection with preparation of a response for this RFP. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of this RFP.
- 1.4 INTERNET AVAILABILITY.** District solicitations, reference documents (unless exempt and/or confidential), addenda and questions and answers (Q&As) are available for review and may be downloaded at from the District's website at: <http://www.watermatters.org/procurement> and www.demandstar.com. Persons receiving solicitations from the Internet websites are responsible to recheck the websites for any changes or addenda.
- No interpretation of the meaning of the specifications or other RFP documents, nor correction of any apparent ambiguity, inconsistency or error therein, will be made to any Respondent orally. Respondents are advised that no other sources are authorized to provide information concerning, explaining, or interpreting RFP documents. Any information obtained from an officer, agent or employee of the District or any other person will not affect Respondent's risks or obligations or relieve it from fulfilling any and all conditions of this RFP.
- 1.5 DELAYS, CHANGES, AND ADDENDA.** The District reserves the right to delay scheduled RFP due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFP together with any interpretations and supplemental instructions for this RFP will be in the form of written Addenda to the RFP documents issued by the District will be posted to the websites identified in Section 1.4, Internet Availability, above. Respondents will acknowledge receipt of all Addenda in their proposals. Persons/firms receiving the RFP from the District's Internet website are responsible to recheck the website for any changes or addenda related to this RFP.
- 1.6 NON-MANDATORY PRE-PROPOSAL CONFERENCE(S).** The non-mandatory pre-proposal conference will take place at 2 locations starting in Brooksville at 9:00 a.m. and continuing in Tampa at 1:00 p.m. The non-mandatory pre-proposal conference is considered beneficial to understanding proposal requirements and answering questions, although representation is not required at the non-mandatory conference in order to submit proposals. Portions of non-mandatory pre-proposal conferences and site visits may be recorded, however, minutes will not be produced or distributed.
- 1.7 RULES FOR JOINT VENTURE PROPOSALS.** Two or more firms may combine as a joint venture for the purpose of responding to this RFP providing that (i) a copy of the joint venture agreement is submitted with the proposal; (ii) one of the joint venturers is designated as the "Prime" Respondent, with full authority to conduct the contracting business of the joint venture, who will sign the Cover Sheet; and (iii) at the time of submission, the joint venturer is properly qualified by and registered with the Florida Department of Business and Professional Regulation and all other state or local licensing agencies as required by Section 489.119, Florida Statutes.
- 1.8 CONTINGENCY FEE.** N/A

1.9 PROPOSAL FORMAT. As stated in Section 1.10, Proposal Opening, below, Respondent must submit one (1) signed original hardcopy and one (1) exact electronic Adobe™ Portable Document Format File (.PDF) of the Cover Sheet and required response documents in the format described in this Section 1.9. Specifically, in order to assist the District's review process, proposals should be prepared utilizing the following format:

- Each Proposer shall submit its one (1) signed original hardcopy in two (2) separate envelopes.
 - Envelope #1 shall contain all non-price factors (Tabs 1 thru 6) as identified in Section 1.9, Proposal Format.
 - Envelope #2 shall contain a separate sealed cost/fee schedule (Tab 7) containing all price information as defined in Attachment 3, Cost Proposal Form and Submission Instructions.
- The signed original hardcopy proposal identified in Section 1.10, Proposal Opening, below, must be submitted in a three-ring binder adequate in size to effectively contain the response, on 8.5" x 11" paper printed on both sides, except for charts, graphs or tables, which may be on 11" x 17" paper printed on one side.
- The exact electronic copy of the original hardcopy proposal, identified in Section 1.10, Proposal Opening, below, will be provided on a USB flash drive in an Adobe™ Portable Document Format File (.PDF). **The requirement to submit the signed original hard copy as Envelope #1 and Envelope #2 will be duplicated in the single USB flash drive submitted by Respondent such that the drive will contain two separate electronic files, one labeled Envelope #1 and one labeled Envelope #2 that will electronically duplicate the entire original hardcopy proposal.** Discrepancies between the original and electronic .PDF copy may result in rejection of the proposal. The District must be able to view, search, copy and print electronic documents without a password.
- All sections are to be tabbed and pages clearly numbered. Tabs will correspond to the subheadings of this Section 1.9 (e.g., Tab 1 – Cover Sheet, Tab 2 – Letter of Transmittal, etc.). Text will be single-spaced, not less than 12-point font, except for headers, footers, charts, graphs, or tables, which may be 10-point font. All information furnished must be legible.
- For purposes of the page limitations set forth in this solicitation, a "page" is considered one side of a sheet of paper.

1.9.1 Cover Sheet. Respondents must sign and return the Cover Sheet with their proposals. The person signing the proposal must be an authorized signatory of Respondent as demonstrated by such individual being listed as an officer on the Florida Division of Corporations Sunbiz.org website or in Respondent's Articles of Incorporation, or specifically authorized on a Board Resolution. Such documentation verifying the authorized signatory must be submitted as part of this section.

1.9.2 Letter of Transmittal. This letter should not exceed two (2) pages and should briefly state the following:

- 1.9.2.1** The Respondent's understanding of the work to be completed and make a positive commitment to perform the work in a timely fashion.
- 1.9.2.2** The letter should give the names of the individuals who will be authorized to make representations and negotiate for the organization, their titles, addresses and telephone numbers.
- 1.9.2.3** The letter should, as applicable, include conflict of interest information per Section 1.12, Conflict of Interest, below, or state no such conflicts of interest exist.
- 1.9.2.4** This letter must be signed by the authorized signatory that signed per Section 1.9.1, Cover Sheet.

1.9.3 Organizational Profile and Qualifications. This section of the proposal should provide:

1.9.3.1 The Respondent is required to have been in business for a minimum of five (5) years performing primarily janitorial services similar to those described in this RFP. The Respondent shall provide documentation showing that the Respondent has been in business for a minimum of five (5) years performing primarily janitorial services similar to those described in this RFP.

1.9.3.2 A description of the Respondent's organization, including location(s), size, range of activities, project team organization chart, current and projected workloads and any other appropriate information to describe the organization. The Respondent's Project Manager and any Sub-Respondent(s) that Respondent intends to use to perform the Project must be identified in the project team organization chart. Emphasis should be given to the organization's experience with similar projects and expertise in the subject field. The Respondent must explain a) its ability to furnish the required services, b) its performance history on similar project; c) its recent, current, and projected workload as related to its willingness to meet the Project's timeline and requirements.

1.9.3.3 Licenses and Certifications.

1.9.3.3.1 The Respondent must identify and provide license information regarding all licenses held by Respondent (and any Sub-Respondents) necessary to perform the work described in this RFP. All licenses must be active in the State of Florida at the time of proposal and maintained throughout the term of the Agreement.

1.9.3.3.2 Green Seal Cleaning Certification – Provide a copy of the company's Green Seal GS-42 Standard Cleaning Certification.

1.9.3.4 Resumes and any certifications and/or licenses of Respondent's managerial and supervisory team including years of experience, years with the Respondent, and significant accomplishments. The Respondent should profile the qualifications, past performance on similar projects, and any relevant education and training of both Respondent's company and its project team.

1.9.3.5 References and experience. Respondent shall provide three (3) references from its recent projects similar in scope and complexity to this Project within the State of Florida within the last three (3) years as more particularly described in Attachment 4, Reference Form. These references must come from sources other than the District. The point of contact listed as a reference shall have personal knowledge of the Respondent's performance during the contract utilized as a reference. Point of contact shall have been informed that they are being used as a reference and that the District may be contacting them. Failure of references listed to respond to the District's inquiries may negatively impact the evaluation of the Proposal, including rejection of the proposal as non-responsive.

1.9.4 Respondent's Training Policies and Procedures. Respondent shall provide documentation of the Respondent's Staff Training Program, including its training policies and procedures.

1.9.5 Scope of Work/Project. This section of the proposal shall not exceed three (3) pages maximum. It should explain the Scope of Work as you understand it and detail Respondent's approach to the work and describe how the approach Respondent is proposing will successfully accomplish the Project in accordance with this solicitation.

1.9.6 Additional Proposal Documents/Forms. In addition to the proposal submission requirements, all proposal documents and forms listed below must be completely and accurately filled out and submitted with the proposal as part of this section. Failure to do so could result in rejection of the proposal as non-responsive. Forms required with proposal submission to be made a part of this section:

- Addenda Acknowledgement(s): The Respondent must acknowledge receipt of all written Addenda issued for this solicitation on each Addendum Form issued with their proposal.
- Attachment 2 – Cleaning Materials, Products, and Equipment Specifications Forms
- Attachment 3 – Cost Proposal Form
- Attachment 4 – Reference Form
- Attachment 5 – Certification Regarding Drug-Free Workplace Requirements
- Attachment 6 – Public Entity Crimes Statement
- Attachment 8 – Federal Certifications

All of the foregoing, **except for Attachment 3 Cost Proposal Form**, will be included in Envelope #1 as Tab 6. Attachment 3 – Cost Proposal Form will be included in Envelope #2 as Tab 7.

1.9.7 Cost/Fee Schedule. This section of the response is addressed in Attachment 3, Cost Proposal Form. As stated in Section 1.9, Proposal Format, above, a completed Attachment 3, Cost Proposal Form (Tab 7) must be provided separate from Tabs 1 thru 6 in its own separate sealed envelope (Envelope #2) .

1.9.8 Oral Presentations. The District may request that the shortlisted firms or highest ranked firm provide a presentation to the Evaluation Committee and/or to allow the Evaluation Committee to conduct interviews with the selected proposers regarding their qualifications, ability to furnish the required services, and all criteria set forth herein. The Procurement Services Office will notify all proposers of the District's decision to request presentations and/or interviews, as applicable. Pursuant to Chapter 286, Florida Statutes (F.S.) any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Section 286.011, F.S. and Section 24(b), Article I of the State Constitution.

1.10 PROPOSAL OPENING. The proposal opening will be public, on the date and at the time specified on the Cover Sheet. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time to the specified location. Proposals that for any reason are not so delivered will not be considered. One (1) signed original hardcopy and one (1) exact electronic Adobe™ Portable Document Format File (.PDF) of the Cover Sheet and required response documents in the format described in Section 1.9, Proposal Format, above, must be received by the District's Procurement Services Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before Tuesday, February 08, 2022 at 2:00 p.m. Proposals that are not received in a timely manner by this specific office will not be accepted. Proposals will remain binding upon the Respondent for a period of 180 days thereafter.

Proposals must be delivered by U.S. mail, postage paid, nationally recognized overnight courier, or personally. The District will not accept electronically transmitted proposals.

Proposals MUST be identified with the RFP number and "Sealed Proposal - Do Not Open" marked on the sealed package. If proposals are sent via Express Mail, proposals MUST be placed in a sealed envelope properly identified on the outermost Express Mail package. No responsibility will attach to the District or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified as required.

The District may make an award within 180 days after the date of the opening, during which period proposals shall remain firm and shall not be withdrawn. If award is not made within 180 days, the proposals shall remain firm until either the District awards the Agreement, or the District receives from the Respondent written notice that the proposal is withdrawn. Any proposal that expresses a shorter duration may, in the District's sole discretion, be accepted or rejected.

By submitting a proposal, the Respondent agrees to all the terms and conditions of this RFP and those included in the Sample Agreement attached hereto as Attachment 7. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute the Respondent's acknowledgement of all terms and conditions of this RFP and the District will construe the

proposal as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this RFP or Sample Agreement, the Respondent MUST submit its request under the procedure set forth in Section 1.11, Questions.

The District is providing you with a virtual option to join the proposal opening for RFP 2211 for Districtwide Janitorial Services. The meeting will begin at 2:00 p.m. on February 08, 2022 and will end upon the conclusion of the opening, which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. Respondents may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below. You may also click on or copy and paste the following Teams Link URL into your browser:

Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
Or call in (audio only)
[+1 786-749-6127](#) United States, Miami
Phone Conference ID: 222 248 759#
Teams Link: <https://bit.ly/30K10hz>

1.11 QUESTIONS. All questions should be presented in writing either via email to procurement@watermatters.org, via the mailing address as stated in Section 1.32, Correspondence, below, or faxed, followed by a written confirmation, to Procurement at 352-754-3497 for receipt no later than ten (10) business days prior to the day of the proposal opening. Questions must reference the date of proposal opening, and proposal title and number. Respondents are responsible to check the websites listed in Section 1.4, Internet Availability, above, for the District's responses to the questions presented. Respondents are advised that no other sources are authorized to provide information concerning, explaining, or interpreting RFP documents. No interpretation of the meaning of the specifications or other RFP documents, nor correction of any apparent ambiguity, inconsistency, or error therein, will be made to any respondent orally.

1.12 CONFLICT OF INTEREST. The award hereunder is subject to the provisions of Chapter 112, Part III, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches.

1.13 PROPOSAL WITHDRAWAL. Proposals may be withdrawn by written notice signed by the same person who signed the Cover Sheet and at any time prior to the public opening. Proposals may be withdrawn in person by Respondent or its authorized representative, provided the authorized representative's identity is made known and a signed receipt for the proposal is received.

1.14 PUBLIC AVAILABILITY OF PROPOSALS. Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to the Respondent. Any information, reports or other materials given to, prepared, or submitted in response to this RFP will be subject to the provisions in Chapter 119, F.S., commonly known as the Florida Public Records Act. Any Respondent claiming that its proposal contains information that is exempt from public disclosure must clearly segregate (separate binder and separate electronic copy PDF file) and mark that specific information as "CONFIDENTIAL", state the reason such information is exempt from public disclosure, and provide the specific statutory citation allowing each such exemption (i.e., Section 815.04, F.S.); otherwise, Respondent waives any possible or claimed exemption upon submission, effective at opening.

The Florida Public Records Act, Section 119.071(1)(b), F.S., as amended, exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a notice of intended decision pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. See Attachment 7, Sample Agreement, Paragraph 6, Project Records and Documents, for additional details on the public record requirements.

- 1.15 RESPONSIVE/RESPONSIBLE.** At the time of submitting a proposal, the District requires that the Respondent and its Sub-Respondents, if any, be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Proposals that fail to list all Sub-Respondents as required in Section 1.9, Proposal Format, above, will be rejected as non-responsive. Responses that do not meet all requirements of this RFP or fail to provide all required information, documents, or materials as provided in Section 1.9, Proposal Format, above, may be rejected as non-responsive. Respondents whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the proposal may be rejected as non-responsive. The District reserves the right to determine which responses meet the requirements of this RFP, and which Respondents are responsive and responsible. The District reserves the right before awarding the proposal, to require a Respondent and its Sub-Respondents to submit such evidence of their qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Respondent to perform the work in a satisfactory manner and within the time specified. The Respondent is assumed to be familiar with all federal, state, or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Agreement. Ignorance of legal requirements on the part of the Respondent will in no way relieve responsibility. Respondents must verify the qualifications and performance record of any and all proposed Sub-Respondents to ensure acceptability.
- 1.16 RIGHT TO ACCEPT OR REJECT PROPOSALS.** Proposals which are incomplete, conditional, obscure, or contain additions not contemplated by the RFP or irregularities of any kind, or do not comply in every respect with the RFP may be rejected as nonresponsive at the option of the District. The District does not bind itself to accept the minimum specifications stated in this RFP but reserves the right to accept any proposal which in the judgment of the District will best serve the needs and the interests of the District. The District may award all Campuses to a single Respondent or any combination of Campuses to any multiple of Respondents by Campus as described in Section 3.2, Scope of Work. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this RFP. If awarded, no agreement will be formed between the Respondent and the District until the Agreement is executed by both parties.
- 1.17 NOTICE OF INTENDED DECISION.** A notice of intended decision will be posted for review by interested parties on the District's Internet web site <http://www.WaterMatters.org/procurement>, at www.demandstar.com.
- 1.18 PROTESTS.** Any Respondent who protests the specifications or notice of intended decision, must file with the District a notice of protest and formal protest in compliance with Chapter 28-110, Florida Administrative Code (F.A.C.), and applicable provisions in Section 120.57, F.S. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., will constitute a waiver of proceedings under Chapter 120, F.S.
- 1.19 AGREEMENT INFORMATION AND EXECUTION.** By submitting a proposal, the Respondent agrees to all the terms and conditions of this RFP and those included in the Sample Agreement attached as Attachment 7. The contents of the proposal of the successful Respondent(s) (Contractor(s)) will be incorporated into a written agreement document in terms acceptable to the District at its absolute discretion. Any changes offered by a Respondent in a proposal will not be considered by the District. The submittal of a proposal will constitute acknowledgement of all terms and conditions of this RFP and the District will construe the proposal as though no changes were presented. If a Respondent desires to propose a change to a term or condition of the RFP or Agreement, the Respondent must submit its request under the procedure set forth in Section 1.11, Questions, above. The Respondent must submit a Certificate of Insurance to the District within ten (10) business days from the date a notice of intended decision is posted.
- 1.20 INDEMNIFICATION.** The Respondent agrees to defend, indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Respondent, its agents, employees, subcontractors, assignments, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Respondent's performance under any contract resulting from this RFP.

- 1.21 WITHHOLDING PAYMENT.** The District may, in addition to other remedies available at law or equity, retain such monies from amounts due the Respondent as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Respondent or its affiliates to the District against any payments due the Respondent under any contract with the District.
- 1.22 RESPONDENT'S UNDERSTANDING.** It is understood and agreed that the Respondent has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the Agreement. The Respondent acknowledges that he has investigated and correlated his observations with the requirements of this RFP and satisfied himself as to the conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather or similar physical conditions at the site, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Respondent further acknowledges that he has satisfied himself as to the character, quality and quantity of materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all documents made a part of this RFP. Any failure by the Respondent to acquaint himself with the available information will not relieve Respondent from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Respondent on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFP. If the Respondent believes that any physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which Respondent is entitled to rely under this RFP is materially inaccurate; or 2) is of such a nature as to require a change in the Agreement documents; or 3) differs materially from that shown or indicated in the Agreement documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement documents; then the Respondent shall, promptly after becoming aware thereof and before further disturbing the physical conditions or performing any work in connection therewith, notify the District in writing about such condition. Respondent shall not further disturb such condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so.
- 1.23 MATERIALS, APPLIANCES, EMPLOYEES.** Unless otherwise stipulated, the Respondent will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.
- 1.24 PROTECTION OF WORK AND PROPERTY.** The Contractor will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the Project work. Contractor will make good any such damage, injury, or loss except such as may be directly due to errors in the Agreement Documents or caused by the agents or employees of the District. The Contractor will adequately protect and maintain all passageways, lights and other facilities for safety protection required by public authority or local conditions. At all times, the Contractor will protect all public and privately owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from failure to do so will be repaired or restored at the expense of the Contractor.
- 1.25 COST/FEE SCHEDULE.** Proposed costs and fees will be submitted with your proposal. Attachment 3, Cost Proposal Form, will be negotiated with the most qualified firms as provided in Part VI, Evaluation Procedures of this RFP and Section 287.055, F.S.
- 1.26 TRUTH IN NEGOTIATION.** N/A
- 1.27 TERMINATION WITHOUT CAUSE.** The Agreement may be terminated by the District without cause upon ten (10) days written notice to the Contractor. Termination will be effective on the date provided in the notice. In the event of termination under this Section, the Contractor shall be entitled to compensation for all services provided to the District up to the date of termination which are within the Scope of Work,

documented in the Project Budget and are allowed under the Agreement. If the Agreement is so terminated, the Contractor must promptly deliver to the District copies of all then completed deliverable items and all tracings, drawings, survey notes and other documents that directly support the deliverables prepared by the Contractor.

- 1.28 LAW COMPLIANCE.** The Respondent shall abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act and the regulations (“ADA”) thereunder prohibiting discrimination against persons with disabilities by the District, whether directly or through contractual arrangements, in the provision of any aid, benefit or service) relative to performance under this RFP. The Respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. Respondent will obtain and maintain all permits and licenses necessary for its performance under this RFP. Further, as a condition of receiving the Agreement, Contractor represents or certifies that services, programs and activities provided under or through the Agreement (i) shall be in compliance with the ADA and said regulations and (ii) shall, as applicable, conform with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.
- 1.29 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District’s functions, including access to and participation in the District’s programs and activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District’s Human Resources Office Chief, 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4703; or email ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).
- 1.30 PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., 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 of 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 Subsection 287.017, F.S., for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By submitting a proposal in response to this RFP, the Respondent certifies that it is not on the convicted vendor list. The Respondent further agrees to notify the District if placement on this list occurs.
- 1.31 DISCRIMINATION.** Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list 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 of 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. By submitting a proposal to this RFP, the Respondent certifies that it is not on the discriminatory vendor list.
- 1.32 CORRESPONDENCE.** Unless otherwise stated or notified in writing by the District, correspondence pursuant to this RFP must be sent to the District at the following address:

**Procurement Services Office (BKV-4-PRO), Building 4
Southwest Florida Water Management District
2379 Broad Street (U.S. Hwy. 41 South)
Brooksville, Florida 34604-6899
E-mail: procurement@watermatters.org**

Correspondence pursuant to this RFP will be sent to the Respondent at the address listed on the Cover Sheet, which may be subsequently changed by written notice sent to the District at the above address effective upon the District's receipt.

Potential Respondents, or persons acting on their behalf, may not contact any employee or officer of the District concerning any aspect of this RFP, except in writing to the Procurement Services Office as provided in this RFP, until the Notice of Decision or Notice of Intended Decision is posted and becomes final. Violation of this provision may result in a proposal being rejected.

1.33 BACKGROUND CHECKS. The District will require the Contractor to perform and provide the District with a background check on all persons assigned to perform work for the District on behalf of Respondent. This will include, at a minimum, a check of each person's criminal history record with the Florida Department of Law Enforcement (FDLE), and such additional background checking as the Contractor, or the District may deem appropriate.

Persons with certain types of criminal backgrounds may be automatically excluded from performing work for the District. Others may be excluded at the sole discretion of the District, based upon the results of the background check (see Section 373.6055 F.S. for further detail about statutory requirements).

1.34 EMPLOYMENT ELIGIBILITY VERIFICATION. In accordance with Section 448.095, F.S. Respondent, by responding to a solicitation or entering into a contract with the District, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into a contract with the District, no contract of Respondent was terminated by a public employer in compliance with Section 448.095, F.S. and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, F.S., including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), F.S. Upon good faith belief that Respondent or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), F.S. the District shall terminate (or order the termination of) their contract. Respondent shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that Respondent and each subcontractor performing through Respondent are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>. This provision shall be incorporated into any resulting contract with the District.

1.35 PURCHASES BY OTHER PUBLIC AGENCIES. With the consent and agreement of the Respondent, purchases may be made under this RFP by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This Agreement in no way restricts or interferes with the right of any public entity to procure any or all of these services independently.

1.36 SCRUTINIZED COMPANIES. Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or be engaged in business operations in Cuba or Syria. By submitting a proposal in response to this RFP, the Respondent certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of its proposal.

1.37 DATA COLLECTION. Pursuant to Section 119.071(5)(a)2a, Florida Statutes, social security numbers shall only be collected from Respondents and/or Contractor by the District should such number be needed for identification, verification, and/or tax reporting purposes. To the extent Respondent and/or Contractor collects an individual's social security number in the course of acting on behalf of the District pursuant to the terms and conditions of its proposal or, if awarded, the Agreement, Bidder and/or Contractor shall follow the requirements of Florida's Public Records Law.

- 1.37 PROTECTED PLANS.** It is anticipated that as part of its performance of the Project, Contractor will be given access to certain building plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District ("Protected Plans"). Given their sensitive nature, Subsection 119.071(3)(b), F.S., exempts the Protected Plans from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), F.S., and Subsection 24(a), Article I of the State Constitution. As such, Contractor will be required to maintain the exempt status of any Protected Plans it receives, including imposing similar requirements on its subcontractors.

PART II - INTRODUCTION

- 2.1 GENERAL INFORMATION.** The Southwest Florida Water Management District (District) hereby solicits proposals for the services of qualified Respondents for janitorial services for the District's Campuses.

To be considered, One (1) signed original hardcopy and one (1) exact electronic Adobe™ Portable Document Format File (.PDF) USB flash drive of the proposal must be received by the District's Procurement Services Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before Tuesday, February 08, 2022 at 2:00 p.m. All visitors must report to the lobby of Building 4 to sign in and be issued a visitor badge. Visitors may also be required to wear personal protective equipment (e.g. masks) and practice social distancing in compliance with applicable law, executive order, District policy, and other jurisdictional requirements. Proposals that are not received in a timely manner by this specific office will not be accepted. Proposals will remain binding upon the Respondent for a period of 180 days thereafter.

During the evaluation process, the District reserves the right, where it may serve the District's interest, to request additional information from Respondents for clarification purposes. At the discretion of the District, Respondents submitting proposals may be requested to make oral presentations as part of the evaluation process.

Submission of a proposal indicates acceptance by the Respondent of the conditions in this RFP.

- 2.2 BACKGROUND INFORMATION.** The Southwest Florida Water Management District is one of five regional districts charged by Chapter 373 of the Florida Statutes to preserve and protect the resources for the people through water resource development, regulatory and other programs. Central to the mission is maintaining the balance between the water needs of current and future residents, while protecting and maintaining the natural systems which provide the District with its existing and future water supply. The District's services include, but are not limited to, flood control; regulatory programs such as surface water and water use permitting; natural systems management; preservation and restoration of threatened lakes, rivers, streams and estuaries; land management and acquisition; and public education awareness.

- 2.3 ESTIMATED QUANTITIES.** Unless otherwise specified, the quantities provided in this RFP for various items are approximate only and subject to increase or decrease as needed for the services. The Respondent will perform a complete and finished job of the Project designated in the Agreement whether the final quantities are more-or-less than those estimated. The Respondent will be responsible for verifying all estimated quantities and incorporating any adjustments from the computation into the Cost Proposal Form submitted in the response to this RFP.

- 2.4 TERM OF AGREEMENT.** The initial term of the Agreement will be for 12 calendar months and may be extended unilaterally by the District for two (2) additional twenty-four (24) calendar month periods beyond the initial term upon written notice from the District to the Contractor sent prior to the expiration of the then-current term.

2.5 PROPOSAL CALENDAR. The following is a list of key dates concerning this solicitation. All dates are subject to change:

Request for Proposal issued by the District..... January 07, 2022

Non-Mandatory Pre-Proposal Conference / Site Visits

*All interested parties are recommended to have representation at the NON-MANDATORY Pre Proposal Conference. The purpose of this conference is to allow potential Respondents an opportunity to present questions to staff and obtain clarification of the requirements of the proposal document. Minutes of the conference will not be published.**

Question Period Ends January 25, 2022

Non-Mandatory Pre-Proposal Conference and Site Visit..... January 18, 2022

(Meeting will take place at 2 locations starting in Brooksville at 9:00 a.m.
and continuing in Tampa at 1:00 p.m.)

9:00 a.m. Eastern Time

Brooksville Headquarters
2379 Broad Street, Building 4
Brooksville, Florida 34604

All visitors must report to the lobby of
Building 4 to sign in and be issued a visitor badge.

1:00 p.m. Eastern Time

Tampa Service Office, Building 1
7601 U.S. Highway 301
Tampa, Florida 33637

All visitors must report to the lobby of
Building 1 to sign in and be issued a visitor badge.

Due date for Respondents to submit responses (2:00 p.m.).....February 08, 2022

General and technical questions must be submitted in writing, by mail, e-mail, or fax no later than ten (10) business days before the opening date. The District will attempt to answer all submitted questions in a timely manner but accepts no responsibility for response delays.

Evaluation Committee Meeting (2:00 p.m.) March 03, 2022

The District is providing you with a virtual option to join the Evaluation Committee Meeting for RFP 2211 for Districtwide Janitorial Services. The meeting will begin at 2:00 p.m. on March 03, 2022 and will end upon the conclusion of the discussion, which may not require the entire time scheduled. Your attendance is optional; and no action is required by Respondents during the meeting. Respondents may listen to the opening by clicking on the **“Join Microsoft Teams Meeting”** title below. You may also click on or copy and paste the following URL into your browser:

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 786-749-6127,,88869848#](#) United States, Miami

Phone Conference ID: 888 698 48#

Teams Link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWU3NjVkJmMtMjU4ZC00ZjJlLWExNGUtZTRkZDZmNDQxZWYw%40thread.v2/0?context=%7b%22Tid%22%3a%22d508ec0-09f9-4402-8304-3a93bd40a972%22%2c%22Oid%22%3a%2242f1649d-7dfe-4b58-b51c-40073ceb4f4a%22%7d

Presentations* if required March 10, 2022
* *Presentations and the second Evaluation Committee Meeting will only occur if the Evaluation Committee requests Oral Presentations during the first Evaluation Committee Meeting.*

Held at: Southwest Florida Water Management District
Brooksville Headquarters
Building 4, Governing Board Room
2379 Broad Street
Brooksville, Florida 34604-6899
All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.

Notice of Intended Decision, anticipated posting date March 18, 2022

Districtwide Janitorial Services Agreement, anticipated Effective Date.....April 01, 2022

PART III - NATURE OF SERVICES REQUIRED

3.1 DEFINITION OF TERMS.

- 3.1.1** Business days: Monday through Friday, excluding District recognized holidays.
- 3.1.2** Calendar Days: Monday through Sunday, including any legal holiday. Any reference to "day" or "days" means the same as "calendar day" or "calendar days", unless specifically stated as a "business day".
- 3.1.3** Daily basis: Every business day.
- 3.1.4** Routine tasks: Routine tasks will be performed during the access hours for each Campus as listed in Section 3.3, Schedule of Work and Allowable Work Hours, excluding District observed holidays or during weekends scheduled in advance with the District's Project Manager. This term includes work that is to be done daily, weekly, monthly, quarterly, semi-annual basis. Additional performance of routine tasks may be required upon request by the District's Project Manager.
- 3.1.5** Quarterly: A three-month period of the Agreement term, coinciding with the Calendar year (01/01 through 12/31).
- 3.1.6** Semi-Annual: A six-month period of the contract term, coinciding with the Calendar year (01/01 through 12/31).
- 3.1.7** Supplemental Services: Services to be provided upon written request of the District's Project Manager through issuance of a Purchase Order (PO) for a cost/fee based on the Agreement. Deepening on circumstances, some Supplemental Services - may require compliance with applicable Federal requirements, including the Federal Emergency Management Agency ("FEMA").
- 3.1.8** Campus: A unique addressed District office site (e.g., the District's Brooksville Headquarters or an individual District Service Office) that contains one or more buildings.

- 3.2 SCOPE OF WORK.** Unless otherwise stipulated, the Contractor shall supply all materials, labor, and equipment, including all tools water, light, power, transportation, facilities, and other things necessary to provide janitorial services for the Campuses listed below. The work shall include, but not be limited to, the services outlined below.

Campus Name	Quantity of Buildings	Total Square Feet (Approx.)	Address
Brooksville Headquarter	13	92,980	2379 Broad Street Brooksville, Florida 34604
Tampa Service Office	5	38,528	7601 U.S. Highway 301 Tampa, Florida 33637
Sarasota Service Office	1	8,010	78 Sarasota Center Blvd. Sarasota, Florida 34240
Lake Hancock Field Office (Lakeland)	1	1,886	3210 Jacque Lee Lane Lakeland, Florida 33803

3.3 SCHEDULE OF WORK AND ACCESS HOURS.

Campus	Days of the Week	Hours Required Per Day	Required Personnel	Access Hours
Brooksville - Excluding Day Porter	Monday thru Friday	Minimum 4	Minimum 1	5:00 p.m. - 9:00 p.m.
Brooksville - Day Porter Only	Monday thru Friday	8	1	8:00 a.m. - 5:00 p.m.
Tampa - Excluding Day Porter	Monday thru Friday	Minimum 4	Minimum 1	5:00 p.m. - 9:00 p.m.
Tampa - Day Porter Only	Monday thru Friday	4	1	12:00 p.m. - 4:00 p.m.
Sarasota	Monday thru Friday	Minimum 4	Minimum 1	3:00 p.m. - 7:00 p.m.
Lakeland	Tuesday Only	Minimum 2	Minimum 1	12:00 p.m. - 4:00 p.m.

3.4 CONTRACTOR PERFORMANCE.

- 3.4.1** The District's Project Manager shall be the final authority on any issues that may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the District's Project Manager, any part of the Contractor's performance becomes unsatisfactory, the District reserves the right to notify the Contractor to correct the unsatisfactory performance or deficiency.
- 3.4.2** Any and all problems and/or complaints shall be handled directly between the District's Project Manager and the Contractor or the Contractor's Project Manager.
- 3.4.3** The Contractor shall not be permitted to modify the proposed project management team members, project personnel, Subcontractors, or the number of employees to be utilized on this Project, without the District's Project Manager's prior written consent.
- 3.4.4** The Contractor shall maintain all inventory records.

- 3.4.5** The Contractor shall report within 24 hours to the District's Project Manager if an employee of the Contractor resigns.
- 3.4.6** Public Emergencies: It is hereby made a part of this proposal that before, during and after a public emergency, disaster, hurricane, tornado, flood or other acts of God that the District shall require a "First Priority" for goods and services.
- 3.4.7** 110 volt electrical power will be furnished by the District at existing indoor Campus power outlets for the CONTRACTOR'S use to operate such equipment as is necessary in the conduct of his work. CONTRACTOR will be responsible for any damage to the electrical outlets and their covers caused by the improper connection or disconnection of equipment. Hot and cold water will also be made available as necessary for cleaning.

3.5 CONTRACTOR RESPONSIBILITIES. In addition to other responsibilities set forth in this RFP, the Contractor shall be responsible for the following:

- 3.5.1** Maintaining a substantiable cleaning program.
- 3.5.2** Training its employees on the use of the District's security system.
- 3.5.3** Providing each employee performing services with adequate training, prior to performing work at a District facility, to competently and safely perform the services required as per Section 3.6 Contractor Staffing Requirements of this RFP.
- 3.5.4** Ensuring that while on District Campuses, all employees prominently wear Identification Badges provided by the District on waist or above.
- 3.5.5** Maintaining a log-in sheet for employees, by name indicating time-in and time-out daily. All log-in sheets shall be submitted to the District with corresponding monthly invoices per Section 3.16.2 of this RFP.
- 3.5.6** Maintaining required Material Safety Data Sheets for all chemicals used in the service offices to be readily available to all janitorial staff, and supplied to the District's Project Manager.
- 3.5.7** Storing only required cleaning supplies and equipment on District Campuses in the designated locations. The Contractor is solely responsible for securing all cleaning supplies and equipment. The District is not responsible for loss, theft, nor damage to any equipment or cleaning supplies.
- 3.5.8** Keeping janitorial closets in a clean and orderly manner at all times.
- 3.5.9** Ensuring that internal doors that are routinely kept locked are always locked upon completion of work assignment, for security purposes.
- 3.5.10** Keeping all exterior doors locked while work is being performed. Ensuring all exterior doors are locked upon leaving the campus/building. Ensuring alarm system is activated (Building 5, Tampa Campus only).
- 3.5.11** Shutting off all lights, except for night lights, upon completion of work.
- 3.5.12** Being responsible for all false fire alarm charges directly attributable to Contractor's employees. Contractor will be provided with all invoices related to the false fire alarm and amounts will be deducted from Contractor's monthly submitted invoice to the District.
- 3.5.13** Ensuring that employees do not bring any items (other than personal and job-related items) into the buildings.

- 3.5.14** Employees shall not provide access into the building to anyone. Each employee must utilize his/her assigned badge to access individually through each ingress/egress.
- 3.5.15** Unauthorized persons will not be permitted onto District Campuses. This includes unauthorized staff, as well as friends, children, or any other relative(s) of the authorized staff.
- 3.5.16** Be responsible for ensuring that its' employees do not use District property without the District's Project Manager's prior written authorization, including but not limited to radios, personal computers, terminals, calculators, copiers, televisions, and telephones which may be located within any District facility.
- 3.5.17** Be responsible for ensuring that its employees do not read, copy, or disclose, in any fashion any unauthorized materials and/or documents available throughout the District facilities.
- 3.5.18** Make certain that its employees do not disturb any personal or work items on staff's desks, tables, or shelves desks or open desk drawers and cabinets or any other unauthorized containers without first asking office occupants.
- 3.5.19** Prohibit any employee from remaining on the job site or working on any District premises if the employee appears to be under the influence of drugs or alcohol. Drugs or alcohol are not permitted in/at any District facility.
- 3.5.20** Permit the consumption of food or beverages only in areas designated by the District's Project Manager.
- 3.5.21** Shall prohibit its employees from adjusting all buildings thermostats.
- 3.5.22** Forbid employees from loitering or congregating in office areas during scheduled work hours.
- 3.5.23** The Contractor shall designate in writing the name of the Contractor's Project Manager who will be assigned to the Project with full authority to administer the terms of the Agreement.
- 3.5.24** Once awarded, the Contractor must provide a staff roster list by campus assigned to the District's Project Manager indicating each Contractor employee assigned to perform the work as specified in the Agreement. Any changes during the contract term will also need to be provided. The roster shall include the following sorted first by campus assigned, then sorted alphabetically by last name:
- Full legal name
 - Staff member role and job title
- 3.5.25** Contractor's Project Manager shall contact the District's Project Manager to arrange for a brief introductory meeting with new or additional supervisory staff within the first week of assignment.
- 3.5.26** Resumes may be requested of those staff who will have a direct role in the performance and supervision.

3.6 CONTRACTOR STAFFING REQUIREMENTS.

3.6.1 Personnel Background Checks/Training.

- 3.6.1.1** Background checks shall be performed in accordance with Section 1.33, Background Checks of this RFP.
- 3.6.1.2** The Contractor will maintain a training record for each employee and will provide the District with training logs upon request of the District's Project Manager. The training record will

show, at a minimum, the employee's name, date of employment, the type and date of each training class attended.

- 3.6.1.3** The Contractor shall provide training for each employee consistent with industry standards in accordance with their role and responsibilities, whether new or reassigned. The Contractor shall provide the District with a steady and dependable workforce. Employee turnover shall be kept to a minimum.

3.6.2 Staff Requirements.

- 3.6.2.1** All District Campuses are tobacco free. Tobacco use of any kind is strictly prohibited in all facilities and on all District properties to include any form of vapor products.
- 3.6.2.2** Identification badges shall always be visible on waist or above while on District Campuses.
- 3.6.2.3** The District shall require the Contractor to remove from any District premises and from any Campus assignment(s) all employees deemed careless, incompetent, insubordinate, or otherwise objectionable, or whose continued employment on the job is deemed by the Contractor or the District to not be in the best interest of the District. Employees removed shall not be permitted to return to any District premise or any Campus assignment(s) until approved by the District's Project Manager to return.
- 3.6.2.4** The District's Project Manager shall be notified within 24 hours of an employee's termination. Identification badges will be returned by Contractor's Project Manager to the District's Project Manager immediately upon all employee terminations.
- 3.6.2.5** The Contractor's Project Manager shall be able to communicate in English language (communicate shall mean speak, write, and read).
- 3.6.2.6** Shall be required to wear personal protective equipment (e.g. masks) and practice social distancing in compliance with applicable law, executive order, District policy, and other jurisdictional requirements.
- 3.6.2.7** Must always be provided supervision by the Contractor.
- 3.6.2.8** Shall be dressed in uniforms authorized by the Contractor and approved by the District. The uniform shirts must have the Contractor's name printed on them. Staff shall be clean and neat in appearance, and appropriately attired with uniforms and safety shoes during the performance of services.
- 3.6.2.9** Use of cellular/mobile phones for personal use by Contractor staff is prohibited during working hours.
- 3.6.2.10** All managerial staff must be employees of the Contractor; subcontractors or independent contractors shall not be utilized to fill the supervisory requirements.
- 3.6.2.11** Verifying perimeter doors and windows of buildings are secured after the completion of work in each building daily.

3.6.3 Contractor's Project Manager's Responsibilities and Supervision. The Contractor's Project Manager shall be responsible for the following:

- 3.6.3.1** Periodically verify cleanliness of the facilities after each services by the Contractor's staff.

- 3.6.3.2** Maintain thorough knowledge of the requirements of the Agreement and the operation of the equipment and materials to be used to both properly train and direct staff in their individual tasks.
- 3.6.3.3** Meet at a mutually agreed to time on the second week of each month and additionally as requested by the District's Project Manager.

3.7 COMMUNICATION.

- 3.7.1** The Contractor shall provide a dedicated cellular telephone to the Contractor's Project Manager and shall pay all costs associated with the service. This means of communication shall be operational and available to being contacted by the District during business hours and nightly working hours (Monday through Friday 8:00 a.m. to 9:00 p.m.). The Contractor's Project Manager shall respond to a phone call within sixty (60) minutes. If the call is not returned within eight (8) hours, then the District has the right (both not the obligation) to complete any work that was the subject of such unreturned call using District employees or hiring an outside contractor, deducting the actual costs of such same from the Contractor's monthly invoice.

3.8 CLEANING MATERIALS, PRODUCTS. AND EQUIPMENT.

- 3.8.1** The Contractor will be responsible for all equipment, safety, and cleaning supplies needed for cleaning and servicing the buildings. Equipment and cleaning supplies shall be of good commercial quality acceptable in the janitorial profession and acceptable by the District. If used tools and equipment are provided, they will be in excellent condition and must be approved by the District's Project Manager. Supplies include, but are not limited to, the following: vacuum cleaner bags, disinfectant, floor cleaning products, deodorizers, gloves, and toilet cleaning products.
- 3.8.2** The Contractor will be responsible for supplying all personal protective equipment (e.g. masks, gloves, etc.) to its employees.
- 3.8.3** The Contractor shall use floor and carpet maintenance products that are recommended by a respective flooring and carpet manufacturer. Carpet care equipment shall meet or exceed the following specifications and be submitted for District approval:

Upright Vacuum: Windsor, Model Versamatic Plus14/18 HEPA
Backpack Vacuum: Windsor, Model Vac Pac 6/10 HEPA
Walk-Behind Extractor: Windsor, Model Clipper 12
Compact Extractor: Windsor, Model Priza
Space Vacuum: Windsor, Model WAV-Wave with HEPA option
Air Mover/ Carpet Dryer: Windsor, Model AM Air Movers
- 3.8.4** All cleaning products and equipment shall meet or exceed the requirements contained within this Section. The District may approve the use of additional products as needed. The Contractor shall maintain a minimum on-site inventory equal to a two-week stock of all cleaning products and supplies at all times.
- 3.8.5** The Contractor must submit on Attachment 2, Cleaning Materials, Products, and Equipment Specifications Forms the proposed cleaning materials, products, and equipment specifications so the District may verify compliance with this RFP.
- 3.8.6** The District will supply each site with disposable goods to include, but not limited to, toilet paper, seat covers, paper towels, garbage bags, waste/trash bags, feminine hygiene wax bags, urinal screens, and hand soap and sanitizers.

3.9 SERVICE HOURS.

- 3.9.1** The District's Campus operational hours are Monday-Friday, 6:00 am to 6:00 pm. Portions of work within this scope will be required to be performed outside of the operational hours to prevent disruption of daily operations of the District employees.
- 3.9.2** The Brooksville Campus will require one (1) Day Porter per Campus for a total of eight (8) hours per day, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District observed holidays. Day Porter breaks will be agreed upon with the District's Project Manager. Day Porter services are to only be used for items outlined within Subsection 3.10.1, Day Porter Services or for additional needs as requested by the District's Project Manager.
- 3.9.3** The Tampa Campus will require one (1) Day Porter per Campus for a total of four (4) hours per day, between the hours of 12:00 p.m. to 4:00 p.m., Monday through Friday, excluding District observed holidays. Day Porter services are to only be used for items outlined within Section 3.10.1, Day Porter Services or for additional needs as requested by the District's Project Manager.
- 3.9.4** The dates of the holidays observed by the District change yearly. The District's Project Manager will provide the Contractor with such dates when set by the District.

3.10 ROUTINE TASKS AND FREQUENCIES. Contractor's responsibilities as follows:

DAILY AND UPON DISTRICT REQUEST BASIS

3.10.1 Day Porter Services (Brooksville and Tampa Campuses).

- 3.10.1.1** Specific buildings and areas to be serviced on each campus will be designated by District's Project Manager upon start of agreement by Contractor.
- 3.10.1.2** Clean and sanitize designated restrooms, at a minimum, once daily, including the inside and outside of all toilet bowls, toilet seats, urinals, and napkin receptacles, stall walls, tile walls, and floors.
- 3.10.1.3** Refill all dispensers (hand towels, toilet tissue, toilet seat covers, hand soap and sanitizers, deodorizers) as needed throughout the day.
- 3.10.1.4** Spot clean public areas, such as floors, doors, windows, tables, as needed and/or requested by the District's Project Manager.
- 3.10.1.5** Wash and sterilize designated drinking fountains.
- 3.10.1.6** Empty trash receptacles in conference rooms and public areas as needed throughout the day and return them to their original locations.
- 3.10.1.7** Sanitize all public area telephones using methods and products that will not damage telephone equipment in any way. No product is to be sprayed directly onto telephone equipment.

DAILY AND UPON DISTRICT REQUEST BASIS

3.10.2 Restrooms, Breakrooms, Lobbies, and Public Areas.

- 3.10.2.1** Gather/empty trash (paper and cardboard) and recyclable materials and place them in the proper outside receptacles/bins.
- 3.10.2.2** Clean and sanitize all doors, door handles and push bars, and counters.

- 3.10.2.3** Clean and sanitize designated restrooms including the inside and outside of all toilet bowls, toilet seats, urinals, and napkin receptacles, stall walls, tile walls, and floors.
- 3.10.2.4** Refill dispensers in designated restrooms (hand towels, toilet tissue, toilet seat covers, hand soap and sanitizers, deodorizers) as needed.
- 3.10.2.5** Clean both sides of all glass mirrors/doors with a streak-free glass cleaner.
- 3.10.2.6** Clean and remove fingerprints and/or any other markings from solid doors, walls, and glass partitions and windows.

3.10.3 Floor Maintenance.

- 3.10.3.1** Sweep, mop, disinfect or vacuum all entrances, thresholds, stairwells, concrete floors, supply rooms and handicapped ramps.
- 3.10.3.2** Vacuum carpeted areas in designated areas as needed.
- 3.10.3.3** Sweep and mop all composition/vinyl, and ceramic tile located throughout the buildings including but not limited to, lobbies, cafeteria, loading dock area, vending area, main and secondary entrances daily in designated areas as needed.
- 3.10.3.4** Clean and sanitize all mops and hang mops to dry at a location agreed upon with the District's Project Manager or designee.

3.10.4 Office Areas.

- 3.10.4.1** Gather/empty trash (paper and cardboard) and recyclable materials and place them in the proper outside receptacles/bins. After emptying trash cans and recycling bins, return them to their original locations. The liners of trash receptacles with food debris shall be replaced nightly.
- 3.10.4.2** Clean and remove dust and fingerprints from doors, walls, and all glass partitions as needed.
- 3.10.4.3** Clean and sanitize all doors, door handles and push bars, light switch plates, and counters.
- 3.10.4.4** Properly arrange chairs in offices after cleaning is completed.
- 3.10.4.5** Clean and polish elevator cab doors/walls inside and outside nightly.
- 3.10.4.6** Clean elevator door thresholds at each landing.
- 3.10.4.7** Wet-mop and sanitize floors and elevator cab floor with disinfectant cleaner.

WEEKLY AND UPON DISTRICT REQUEST BASIS

3.10.5 Restrooms, Breakrooms, Lobbies, and Public Areas.

- 3.10.5.1** Replace urinal pads/blocks with new urinal pads/blocks in the men's room as needed.
- 3.10.5.2** Wipe clean and dust all vending machines in breakrooms.

- 3.10.5.3** Dust counters and all other flat surfaces, computer equipment and telephones.
- 3.10.5.4** Remove spider webs from ceilings, wall corners and stairwells.
- 3.10.5.5** Spot clean marks and fingerprints from walls and doorframes.
- 3.10.5.6** Dust all windowsills, doorframes, open ledges.
- 3.10.5.7** Dust all ornamental wall decorations, pictures, charts, tops of doorframes, open ledges, chalkboards, white boards, and all window blinds.

3.10.6 Floor Maintenance.

- 3.10.6.1** Vacuum all carpeted areas and spot clean to remove stains.
- 3.10.6.2** Sweep and mop all composition/vinyl, and ceramic tile located throughout the buildings including but not limited to, lobbies, cafeteria, loading dock area, vending area, main and secondary entrances.

3.10.7 Office Areas.

- 3.10.7.1** Dust and remove any spots/stains on all horizontal or vertical blinds and dust all window blinds.
- 3.10.7.2** Dust all flat surfaces, desks, tables, file cabinets, credenzas, bookcases, chairs, chair bottoms and other office furniture.
- 3.10.7.3** Clean and sanitize waste containers.
- 3.10.7.4** Clean both sides of all office partitions glass weekly from top to bottom.
- 3.10.7.5** Spot clean and vacuum all furniture.

MONTHLY AND UPON DISTRICT REQUEST BASIS

3.10.8 Restrooms, Breakrooms, Lobbies, and Public Areas.

- 3.10.8.1** Damp-clean doors, door frames, corner posts, and handrails.
- 3.10.8.2** Clean all supply, return, and exhaust air grilles within first week of each month.
- 3.10.8.3** Dust overhead hanging light fixtures within the first week of each month.

3.10.9 Floor Maintenance.

- 3.10.9.1** Clean all cove base.

3.10.10 Office Areas.

- 3.10.10.1** Damp-mop/clean the chair mats, as appropriate to the material, within the first week of each month.
- 3.10.10.2** Clean all supply, return, and exhaust air grilles within first week of each month.

QUARTERLY AND UPON DISTRICT REQUEST BASIS

3.10.11 Restrooms, Breakrooms, Lobbies and Public Areas.

- 3.10.11.1** Perform dusting of walls and ceilings within the first week of each quarter.

SEMI-ANNUAL AND UPON DISTRICT REQUEST BASIS

3.10.12 Office Areas.

- 3.10.12.1** Vacuum and spot clean cubical vertical surfaces.
- 3.10.12.2** Clean the inside of all exterior windows.

3.11 SUPPLEMENTAL SERVICES.

Supplemental Services are to be provided upon written request of the District's Project Manager through issuance of a Purchase Order (PO) for a cost/fee named in or based on the Agreement. Respondent shall provide pricing for the following Supplemental Services, which will be used for the POs. Depending on circumstances, some Supplemental Services may require compliance with applicable Federal requirements, including the Federal Emergency Management Agency ("FEMA"). By way of example, but not limitation, the following may be requested as Supplemental Services.

3.11.1 Refrigerator/Freezer Cleaning. (Per One (1) Unit)

- 3.11.1.1** Defrost refrigerator/freezer and remove all items.
- 3.11.1.2** Wipe down, disinfect, and clean all areas inside of refrigerator/freezer.
- 3.11.1.3** Dispose of any old trash, food, or expired condiments.
- 3.11.1.4** Refill refrigerator/freezer with items removed.

3.11.2 Floor Maintenance.

- 3.11.2.1** Carpet areas cleaned by extraction to the industry standards.
- 3.11.2.2** Buff of composition/vinyl tile floors.
- 3.11.2.3** Top scrub and recoat of composition/vinyl tile floors.
- 3.11.2.4** Strip, re-wax, and machine buff of composition/vinyl tile floors.
- 3.11.2.5** Machine-clean of ceramic tile and tile grout.

3.11.3 Federal (FEMA) Services.

- 3.11.2.1** All cleaning and disinfection, services, supplies, and equipment necessary to perform emergency and other as-needed services, including at the option of the District providing such additional emergency cleaning and disinfection services for additional sites consistent with tasks described herein.
- 3.11.2.2** Such Federal (FEMA) Services shall be performed at a mutually agreed-price based on cost/fees named in the Agreement, subject to applicable FEMA and Federal regulations, including keeping time sheets, no mark-up, as shown on Attachment 9 – Federal

Requirements, which document shall by this reference be deemed incorporated into the Agreement and any subsequently issued PO as appropriate.

3.12 EMERGENCY/BUILDING AND MAINTENANCE PROBLEMS.

3.11.1 The District's Project Manager or designee will be the primary point of contact in case of an emergency. The Contractor will be provided the name and contact information of the District's Project Manager and any designee upon award of the contract.

3.11.2 If the nature of the emergency requires calling 9-1-1, the District's Project Manager or designee must also be called upon completion of the 9-1-1 call.

3.13 ADDITION/DELETION OF CAMPUSES, ROUTINE TASKS, AND REQUIREMENTS. The District reserves the right to add or delete routine tasks performed and change the frequency the tasks are required to be performed under the Agreement. All additions or deletions shall be specified in writing to the Contractor. Deletions or reduction in frequencies shall result in a reduced monthly charge to the District. The cost of additions or deletions will be negotiated with the Contractor, and the Agreement will be appropriately amended to reflect such new costs.

3.14 ADDITION/REDUCTION IN SQUARE FOOTAGE MAINTAINED. The District reserves the right to add or reduce square footage to be serviced at Campuses listed under this Agreement upon written notice sent by the District's Project Manager. The dollar amount per square footage shall be calculated based off pricing for the affected Campus from the Rate Schedule. The square footage price will be multiplied by the total area to calculate the adjusted pricing for the Campus.

3.15 TEMPORARY SCHEDULE CHANGES. The District's Project Manager or designee may on occasion request janitorial services to be scheduled at times other than those normally scheduled per the Agreement. Advance notice of schedule change(s) will be provided to the Contractor by the District's Project Manager or designee at least 48 hours in advance.

3.16 PERMANENT SCHEDULE CHANGES. The District reserves the right to add or reduce the hours of service at each Campus listed under this Agreement upon written notice sent by the District's Project Manager. The dollar amount for addition or reduction of the number of hours of service shall be calculated based off pricing for the affected Campus from the Rate Schedule.

3.17 SERVICE AND ACCESS HOURS CHANGES. The District reserves the right to change the hours of service and access at each Campus listed under this Agreement upon written notice sent by the District's Project Manager. No change in compensation will result from changes solely to access hours.

3.18 DISTRICT'S PROJECT MANAGER RESPONSIBILITIES.

3.18.1 The District's Project Manager will be the main point of contact. The Contractor will be provided the name and contact information of the District's Project Manager upon award of the contract.

3.18.2 If the District's Project Manager will be temporarily unavailable, they may designate the District staff member to serve during their absence by sending written notice to the Contractor's Project Manager providing such person(s) name, contact information, and dates during which they will serve as the District's Project Manager.

3.18.3 Provide the required building access cards, keys, and security codes to the Contractor for access to Campus buildings to provide services.

3.19 REPORTING REQUIREMENTS. The Contractor shall provide the following:

- 3.19.1** A Monthly Quality Evaluation report form. The Contractor shall submit a draft of a "Monthly Quality Evaluation" report form to the District's Project Manager for approval prior to finalizing the report form.
- 3.19.2** The Contractor's Project Manager shall complete a minimum of one (1) weekly random quality assurance inspections for Brooksville and Tampa Campuses to ensure compliance with the Agreement. Findings of inspections will be noted within the Monthly Quality Evaluation report.
- 3.19.3** The Contractor's Project Manager shall complete a minimum of one (1) monthly random quality assurance inspections for Sarasota and Lakeland Campuses to ensure compliance with the Agreement. Findings of inspections will be noted within the Monthly Quality Evaluation report.
- 3.19.4** The District's Project Manager reserves the right to inspect completed work and will notify the Contractor of any work that needs to be corrected within two (2) working days.
- 3.19.5** The Contractor shall submit a Monthly Summary Report to the District's Project Manager by email within five (5) business days after the last day of the month containing the following information:
- 3.19.5.1** Summary of results of the quality assurance inspections.
- 3.19.5.2** Identify the usage of disposable supplies during the previous month at each Campus.
- 3.19.5.3** Identify the current in stock quantities of disposable supplies at each Campus.

3.20 AGREEMENT METHOD OF PAYMENT.

- 3.20.1** The Contractor will submit a properly completed invoice to the District monthly in accordance with Subparagraph 4.2 of Attachment 7, Sample Agreement.
- 3.20.2** The following documents shall be submitted with the corresponding itemized monthly invoice:
- Current roster of staff assigned to the Agreement, listed by Campus assigned.
 - Monthly Quality Evaluation report.
 - Log-in sheets.
- 3.20.3** The District may require additional information from the Contractor that the District deems necessary to verify that the goods and/or services have been rendered under the Agreement.

3.21 APPROVED STAFF AND INDIVIDUAL STAFF CHANGES. The Contractor's assigned staff for the Agreement are considered essential by the District. The Contractor shall notify and obtain written approval from the District for the proposed substitution no less than five (5) business days prior to substitution. The District, at its discretion, may agree to accept personnel of equal or superior qualifications if circumstances necessitate the replacement of previously assigned personnel.

3.22 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION. After receipt of a Notice of Termination, and except as otherwise specified by the District, the Contractor shall schedule to pick up any Contractor owned equipment from District Campuses with the District's Project Manager within two (2) business days. Equipment is to be removed from District properties no later than two (2) business days from Notice of Termination. All disposable supplies are to remain at District Campuses.

PART IV - INSURANCE REQUIREMENTS

- 4.1 INSURANCE REQUIREMENTS.** Any Agreement resulting from this RFP will require the successful Respondent (Contractor) to maintain, during the entire term of the agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under the Agreement until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage as listed in Paragraph 11, Insurance Requirement of Attachment 7, Sample Agreement.

PART V - EVALUATION PROCEDURES

- 5.1 REVIEW OF PROPOSALS.** Timely submitted responsive proposals will be evaluated by an Evaluation Committee consisting of three (3) or more representatives of the District. Each representative will score each proposal using the criteria described in Section 5.2, Evaluation Method and Criteria of this Part V – Evaluation Procedures.
- 5.2 EVALUATION METHOD AND CRITERIA.** Proposals will be evaluated by the following criteria:

Category

Point Range

Organization Profile and Qualifications 0 - 30

Ability to furnish the required services (10)
Performance history on similar projects (10)
Recent, current, and projected workload (5)
Willingness to meet time and budget requirements (5)

Technical and Management Approach 0 - 30

Project goals and objectives clearly understood (5)
Quality, creativity, and depth of proposal (10)
Commitment of staff and resources (5)
Project management, controls, and communications (10)

Project Team Qualifications 0 - 20

Ability of professional personnel (5)
Past performance with similar projects (10)
Relevant education and training (5)

Cost / Fee Schedule 0 - 20

Respondent's sealed cost/fee schedule (Attachment 3, Cost Proposal Form) shall be evaluated as follows: The lowest price receives the maximum points. The lowest price is then divided into itself or the other prices to determine the percentage. The percentage is then multiplied by the maximum points allowed. (The resulting weighted score will be rounded to the nearest whole number.)

Example:	Score A	Score B	Score C
Vendor Proposed Price	\$42,375.00	\$37,500.00	\$33,900.00
Weighted Score	80%	90%	100%
% Maximum Score	\$33,900 divided by \$42,375 = 80%	\$33,900 divided by \$37,500 = 90%	
	80% x 20 = 8	90% x 20 = 9	
Points Award	16	18	20

- 5.3 EVALUATION AND FINAL SELECTION.** The Evaluation Committee will convene at a public meeting which shall be properly noticed. Each Evaluation Committee member will independently complete his or her evaluation of each response. At the Evaluation Committee Meeting individual raw scores, including

the cost/fee schedule weighted score, will be ranked with the overall top-ranked Respondent receiving a ranking of one (1). The highest-ranked Respondent will be the Respondent with the lowest total score based upon the rankings.

If oral presentations are not required, the Evaluation Committee will select one or more of the highest-ranked Respondents to recommend for award.

The District may request that the shortlisted firms or highest ranked firm provide a presentation to the Evaluation Committee and/or to allow the Evaluation Committee to conduct interviews with the selected proposers regarding the qualifications, ability to furnish the required services and all criteria set forth herein. The Procurement Services Office will notify all proposers of the District's decision to request presentations and/or interviews, as applicable. Pursuant to Chapter 286, F.S. any portions of a meeting, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation, are exempt from Section 286.011, F.S. and Section 24(b), Article I of the State Constitution.

The District may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiation will include, at a minimum, an authorized representative of Respondent, a member from the Procurement Office and a member from the District's end user department. The District reserves the right to negotiate any and all elements of a contract resulting from this solicitation. Pursuant to Chapter 286, F.S., any portion of a meeting, at which negotiation strategies are discussed, or negotiations with a firm is conducted, are exempt from Section 286.011, F.S. and Section 24(b), Article I of the State Constitution.

If, after any ranking by the Evaluation Committee, it is determined by the Evaluation Committee that there are insufficient Respondents selected for a particular Campus as described in Section 3.2, Scope of Work, above, the Evaluation Committee may select additional Respondents to evaluate.

A Notice of Intended Decision will be posted listing the highest ranked Respondents, as determined by the Evaluation Committee in its sole discretion.

Any person deciding to appeal any decision made by the District with respect to any matter considered at this meeting, will need a record of the proceedings, and that, for such purpose, may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

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ATTACHMENT 1
BUILDINGS SQUARE FOOTAGE AND RESTROOMS FOR EACH CAMPUS AND BUILDINGS
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES

The square footages and percent carpeting below are estimates only. Pursuant to Section 2.3, Estimated Quantities, of this RFP, the respondents are responsible for verifying the estimated quantities.

Campuses/Buildings	Sq Ft	Percent Carpet	Restrooms
Brooksville Campus - Current Total	92,980 Sq Ft		32
Building 2 - Cleaned Only by Day Porter Services	11,438	91%	4
Building 3 - Cleaned Once Weekly Only by Day Porter Services	388	0%	2
Building 4 1 st Floor - Cleaned during Day & Evening	14,068	69%	4
Building 4 2 nd Floor - Cleaned during Day & Evening	14,636	93%	2
Building 4 3 rd Floor - Cleaned during Day & Evening	14,524	96%	2
Building 5 - Cleaned during Day & Evening	13,843	96%	2
Building 6 - Cleaned during Day & Evening	6,526	85%	3
Building 7 - Cleaned during Day & Evening	5,743	82%	2
Building 8 - Cleaned Only by Day Porter Services	5,110	0%	2
Building 23 - Cleaned Only by Day Porter Services	1,038	0%	1
Building 25 - Cleaned Only by Day Porter Services	2,791	18%	4
Building 26 - Cleaned Once Weekly Only by Day Porter Services	32	0%	1
Building 34 - Cleaned Only by Day Porter Services	1,415	24%	1
Building 35 & 36 - Cleaned Only by Day Porter Services	1,428	0%	2

Campuses/Buildings	Sq Ft	Percent Carpet	Restrooms
Tampa Campus - Current Total	38,528 Sq Ft		14
Building 1 - Cleaned during Day & Evening	22,363	89%	6
Building 2 - Cleaned during Day & Evening	9,772	92%	2
Building 3 - Cleaned Only by Day Porter Services	1,131	0%	2
Building 5 - Cleaned during Day & Evening	1,394	0%	2
Building 6 - Cleaned during Day & Evening	3,868	0%	2
Sarasota Campus - Current Total	8,010 Sq Ft	82%	3
Lakeland Campus - Current Total (Service on Tuesdays Only)	1,886 Sq Ft	0%	2
Districtwide Current Total	141,404 Sq Ft		51

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ATTACHMENT 2
MATERIALS, PRODUCTS, AND EQUIPMENT SPECIFIC
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES

The Respondent must submit proposed cleaning materials, products, and equipment specifications so the District may verify compliance with this RFP. The Respondent shall provide the following cleaning materials, products, and equipment in strict accordance with the scope of services and specifications defined in this RFP.

Equipment Specifications List

[illegible]

Cleaning Materials and Products List

Page 31 of 64

**ATTACHMENT 3
COST PROPOSAL FORM
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES**

The Respondent shall provide all labor, equipment, transportation, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services and specifications defined in this RFP for the amounts specified in this Attachment 3.

**Initial Year 1 Term and Optional Years 2 thru 3 Renewal
Brooksville Campus
Part 1 of 2**

Col. A: Campus	Col. B: Quantity	Col. C: Unit of Measure	Col. D: Unit Price (Price per Square Foot per Month)	Col. E: Extended Price per Month (Col. B x Col. D = Col. E)
Brooksville Campus - Not Including Day Porter	69,340	Square Foot	\$ _____	\$ _____
Col F: Total Price per Month Brooksville Campus (Col. E)		Col. G: Quantity	Col. H: Unit of Measure	Col. I: Extended Annual Price Brooksville Campus (Col. F x Col. G = Col. I)
\$ _____		12	Month	\$ _____

**Initial Year 1 Term and Optional Years 2 thru 3 Renewal
Brooksville Campus
Part 2 of 2**

Col. A: Campus	Col. B: Quantity	Col. C: Unit of Measure	Col. D: Unit Price (Price per Hour)
Brooksville - Day Porter Services Only	1	Hour	\$ _____
Col E: Unit Price (Price per Hour) Brooksville Campus (Col. D)	Col. F: Quantity (Estimated Per Year)	Col. G: Unit of Measure	Col. H: Extended Estimated Annual Price Brooksville Campus (Col. E x Col. F = Col. H)
\$ _____	2008	Hour	\$ _____

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ATTACHMENT 3 (Cont.)
COST PROPOSAL FORM
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES

**Initial Year 1 Term and Optional Years 2 thru 3 Renewal
Tampa Campus
Part 1 of 2**

Col. A: Campus	Col. B: Quantity	Col. C: Unit of Measure	Col. D: Unit Price (Price per Square Foot per Month)	Col. E: Extended Price per Month (Col. B x Col. D = Col. E)
Tampa Campus - Not Including Day Porter	37,397	Square Foot	\$ _____	\$ _____
Col F: Total Price per Month Tampa Campus (Col. E)		Col. G: Quantity	Col. H: Unit of Measure	Col. I: Extended Annual Price Tampa Campus (Col. F x Col. G = Col. I)
\$ _____		12	Month	\$ _____

**Initial Year 1 Term and Optional Years 2 thru 3 Renewal
Tampa Campus
Part 2 of 2**

Col. A: Campus	Col. B: Quantity	Col. C: Unit of Measure	Col. D: Unit Price (Price per Hour)
Tampa - Day Porter Services Only	1	Hour	\$ _____
Col E: Unit Price (Price per Hour) Tampa Campus (Col. D)	Col. F: Quantity (Estimated Per Year)	Col. G: Unit of Measure	Col. H: Extended Estimated Annual Price Tampa Campus (Col. E x Col. F = Col. H)
\$ _____	1004	Hour	\$ _____

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ATTACHMENT 3 (Cont.)
COST PROPOSAL FORM
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES

**Initial Year 1 Term and Optional Years 2 thru 3 Renewal
Sarasota Campus**

Col. A: Campus	Col. B: Quantity	Col. C: Unit of Measure	Col. D: Unit Price (Price per Square Foot per Month)	Col. E: Extended Price per Month (Col. B x Col. D = Col. E)
Sarasota Campus	8,010	Square Foot	\$ _____	\$ _____

Col F: Total Price per Month Sarasota Campus (Col. E)	Col. G: Quantity	Col. H: Unit of Measure	Col. I: Extended Annual Price Sarasota Campus (Col. F x Col. G = Col. I)
\$ _____	12	Month	\$ _____

**Initial Year 1 Term and Optional Years 2 thru 3 Renewal
Lakeland Campus**

Col. A: Campus	Col. B: Quantity	Col. C: Unit of Measure	Col. D: Unit Price (Price per Square Foot per Month)	Col. E: Extended Price per Month (Col. B x Col. D = Col. E)
Lakeland Campus	1,886	Square Foot	\$ _____	\$ _____

Col F: Total Price per Month Lakeland Campus (Col. E)	Col. G: Quantity	Col. H: Unit of Measure	Col. I: Extended Annual Price Lakeland Campus (Col. F x Col. G = Col. I)
\$ _____	12	Month	\$ _____

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ATTACHMENT 3 (Cont.)
COST PROPOSAL FORM
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES

Supplemental Services
Initial Year 1 Term and Optional Years 2 thru 3 Renewal
Part 1 of 2

Refrigerator/Freezer Service (Includes the following)	Price Per Unit
Defrost refrigerator/freezer and remove all items.	Included in Price Below
Wipe down, disinfect, and clean all areas inside of refrigerator/freezer.	Included in Price Below
Dispose of any old trash, food, or expired condiments.	Included in Price Below
Refill refrigerator/freezer with items removed.	Included in Price Below
TOTAL PRICE PER ONE (1) UNIT	\$ _____

Supplemental Services
Initial Year 1 Term and Optional Years 2 thru 3 Renewal
Part 2 of 2

Floor Service Description	Unit Price (Per Sq Ft)	Minimum Service Price (If Applicable)
Carpet areas cleaned by extraction to the industry standards.	\$ _____	\$ _____
Buff of composition/vinyl tile floors.	\$ _____	\$ _____
Top scrub and recoat of composition/vinyl tile floors.	\$ _____	\$ _____
Strip, re-wax, and machine buff of composition/vinyl tile floors.	\$ _____	\$ _____
Machine-clean of ceramic tile and tile grout.	\$ _____	\$ _____

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ATTACHMENT 3 (Cont.)
COST PROPOSAL FORM
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES

**Optional Years 4 thru 5 Renewal
Brooksville Campus
Part 1 of 2**

Col. A: Campus	Col. B: Quantity	Col. C: Unit of Measure	Col. D: Unit Price (Price per Square Foot per Month)	Col. E: Extended Price per Month (Col. B x Col. D = Col. E)
Brooksville Campus - Not Including Day Porter	69,340	Square Foot	\$ _____	\$ _____

Col F: Total Price per Month Brooksville Campus (Col. E)	Col. G: Quantity	Col. H: Unit of Measure	Col. I: Extended Annual Price Brooksville Campus (Col. F x Col. G = Col. I)
\$ _____	12	Month	\$ _____

**Optional Years 4 thru 5 Renewal
Brooksville Campus
Part 2 of 2**

Col. A: Campus	Col. B: Quantity	Col. C: Unit of Measure	Col. D: Unit Price (Price per Hour)
Brooksville - Day Porter Services Only	1	Hour	\$ _____

Col E: Unit Price (Price per Hour) Brooksville Campus (Col. D)	Col. F: Quantity (Estimated Per Year)	Col. G: Unit of Measure	Col. H: Extended Estimated Annual Price Brooksville Campus (Col. E x Col. F = Col. H)
\$ _____	2008	Hour	\$ _____

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ATTACHMENT 3 (Cont.)
COST PROPOSAL FORM
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES

**Optional Years 4 thru 5 Renewal
Tampa Campus
Part 1 of 2**

Col. A: Campus	Col. B: Quantity	Col. C: Unit of Measure	Col. D: Unit Price (Price per Square Foot per Month)	Col. E: Extended Price per Month (Col. B x Col. D = Col. E)
Tampa Campus - Not Including Day Porter	37,397	Square Foot	\$ _____	\$ _____

Col F: Total Price per Month Tampa Campus (Col. E)	Col. G: Quantity	Col. H: Unit of Measure	Col. I: Extended Annual Price Tampa Campus (Col. F x Col. G = Col. I)
\$ _____	12	Month	\$ _____

**Optional Years 4 thru 5 Renewal
Tampa Campus
Part 2 of 2**

Col. A: Campus	Col. B: Quantity	Col. C: Unit of Measure	Col. D: Unit Price (Price per Hour)
Tampa - Day Porter Services Only	1	Hour	\$ _____

Col E: Unit Price (Price per Hour) Tampa Campus (Col. D)	Col. F: Quantity (Estimated Per Year)	Col. G: Unit of Measure	Col. H: Extended Estimated Annual Price Tampa Campus (Col. E x Col. F = Col. H)
\$ _____	1004	Hour	\$ _____

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ATTACHMENT 3 (Cont.)
COST PROPOSAL FORM
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES

**Optional Years 4 thru 5 Renewal
Sarasota Campus**

Col. A: Campus	Col. B: Quantity	Col. C: Unit of Measure	Col. D: Unit Price (Price per Square Foot per Month)	Col. E: Extended Price per Month (Col. B x Col. D = Col. E)
Sarasota Campus	8,010	Square Foot	\$ _____	\$ _____

Col F: Total Price per Month Sarasota Campus (Col. E)	Col. G: Quantity	Col. H: Unit of Measure	Col. I: Extended Annual Price Sarasota Campus (Col. F x Col. G = Col. I)
\$ _____	12	Month	\$ _____

**Optional Years 4 thru 5 Renewal
Lakeland Campus**

Col. A: Campus	Col. B: Quantity	Col. C: Unit of Measure	Col. D: Unit Price (Price per Square Foot per Month)	Col. E: Extended Price per Month (Col. B x Col. D = Col. E)
Lakeland Campus	1,886	Square Foot	\$ _____	\$ _____

Col F: Total Price per Month Lakeland Campus (Col. E)	Col. G: Quantity	Col. H: Unit of Measure	Col. I: Extended Annual Price Lakeland Campus (Col. F x Col. G = Col. I)
\$ _____	12	Month	\$ _____

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ATTACHMENT 3 (Cont.)
COST PROPOSAL FORM
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES

Supplemental Services
Optional Years 4 thru 5 Renewal
Part 1 of 2

Refrigerator/Freezer Service (Includes the following)	Price Per Unit
Defrost refrigerator/freezer and remove all items.	Included in Price Below
Wipe down, disinfect, and clean all areas inside of refrigerator/freezer.	Included in Price Below
Dispose of any old trash, food, or expired condiments.	Included in Price Below
Refill refrigerator/freezer with items removed.	Included in Price Below
TOTAL PRICE PER ONE (1) UNIT	\$ _____

Supplemental Services
Optional Years 4 thru 5 Renewal
Part 2 of 2

Floor Service Description	Unit Price (Per Sq Ft)	Minimum Service Price (If Applicable)
Carpet areas cleaned by extraction to the industry standards.	\$ _____	\$ _____
Buff of composition/vinyl tile floors.	\$ _____	\$ _____
Top scrub and recoat of composition/vinyl tile floors.	\$ _____	\$ _____
Strip, re-wax, and machine buff of composition/vinyl tile floors.	\$ _____	\$ _____
Machine-clean of ceramic tile and tile grout.	\$ _____	\$ _____

The remainder of this page has been intentionally left blank.

**ATTACHMENT 4
REFERENCE FORM
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES**

Respondent must provide a minimum of three (3) references who can verify Respondent's qualifications and past performance record on projects that meet the following requirements:

- Project at substantial completion within the last three (3) years.
- Similar in size and scope to this Project.
- These references must come from sources other than the District.

Required format for references is provided in this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the Respondent's performance on the specific project performed by the Respondent. Each reference contact person shall have been informed that they are being used as a reference and that the District may be contacting them.

Respondent's Name: _____

Reference Business or Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

Reference Business or Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

Reference Business or Owner Name: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Overview of Services Performed: _____

ATTACHMENT 5
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES

The Respondent certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Respondent's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 2.1 The dangers of drug abuse in the workplace.
 - 2.2 The Respondent's policy of maintaining a drug-free workplace.
 - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
 - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the proposal, the employee will:
 - 4.1 Abide by the terms of the statement.
 - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
 - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

The Respondent may insert in the space provided below the site(s) for the performance of work done in connection with this specific proposal:

Place of Performance (Street address, city, county, state, zip code)

Company: _____

By: _____
Signature of Authorized Representative Date

**ATTACHMENT 6
PUBLIC ENTITY CRIMES STATEMENT
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES**

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District 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):

2. I understand that a "public entity crime" as defined in Section 287, 1 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287. 133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287. 1 33(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposes or applies to propose on contracts for the provision of goods or

services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

___ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.

RESPONDENT: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__ by _____ as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal:

**ATTACHMENT 7
SAMPLE AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND**

**FOR
DISTRICTWIDE JANITORIAL SERVICES**

This AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and CONTRACTOR FIRM, a foreign, limited liability company, registered to do business in the State of Florida, whose principal address is _____, operating locally from _____, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the CONTRACTOR timely responded to the DISTRICT'S advertisement of Request for Proposals #2211 Districtwide Janitorial Services (DISTRICT'S RFP) with a proposal (CONTRACTOR'S Proposal).

WHEREAS, the DISTRICT desires to engage the CONTRACTOR to provide service for Districtwide Janitorial Services at the District's Campuses in Brooksville, Tampa, Sarasota, and Lakeland, Florida hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONTRACTOR represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the DISTRICT; and

WHEREAS, the DISTRICT and the CONTRACTOR have agreed on the type and extent of the SERVICES to be rendered by the CONTRACTOR and the amount and method of compensation to be paid by the DISTRICT to the CONTRACTOR for services rendered.

NOW THEREFORE, the DISTRICT and the CONTRACTOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. **INDEPENDENT CONTRACTOR.** Neither the DISTRICT nor any of its employees shall have any control over the conduct of the CONTRACTOR or any of the CONTRACTOR'S employees, subcontractors or agents, except as set forth in this Agreement, and the CONTRACTOR expressly warrants not to represent at any time or in any manner that the CONTRACTOR or the CONTRACTOR'S employees, subcontractors or agents, are in any manner agents or employees of the DISTRICT. It is understood and agreed that the CONTRACTOR is and shall at all times remain as to the DISTRICT, a wholly independent contractor and that the CONTRACTOR's obligations to the DISTRICT are solely as prescribed by this Agreement.
2. **PROJECT MANAGER AND NOTICES.** Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with PROJECT coordination and will be each party's prime contact person. Notices and reports will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT:	Shawn Daughtery, Manager, Facility Services Southwest Florida Water Management District 2379 Broad Street Brooksville, Florida 34604-6899
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Project Manager for the CONTRACTOR:	_____ _____
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Any changes to the above representatives or addresses must be provided to the other party in writing.

3. **SCOPE OF WORK.** The CONTRACTOR, upon written notice to proceed from the DISTRICT, agrees unless otherwise stipulated to furnish and pay for all equipment, tools, materials, labor, water, light, power, transportation, facilities, and all other things necessary to execute and complete the PROJECT, and perform in accordance with the terms and conditions of this Agreement, including the attached and incorporated Exhibit "A", together with the CONTRACTOR'S Proposal and RFP 2211, which are incorporated herein by reference. Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs not approved in advance and in writing by the DISTRICT through a formal amendment or the DISTRICT Project Manager as specifically authorized herein, will be at the CONTRACTOR'S sole risk and cost.
- 3.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 3.2 The DISTRICT and the CONTRACTOR hereby recognize the specialized expertise of the project team members as identified in the CONTRACTOR'S Proposal. Both parties further agree that any changes to said project team, including any subcontractors, would require prior written approval from the DISTRICT. Such approval must be in writing, describe the reason CONTRACTOR requested the change, and be signed by the DISTRICT'S Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager.
- 3.3 Supplemental Services shall be authorized upon request by the DISTRICT'S Project Manager through a written Purchase Order (PO). CONTRACTOR'S total compensation for any Supplemental Services will be named in the PO using the Supplemental Services costs stated in the Negotiated Rate Schedule attached and incorporated as Exhibit "B", or at a mutually agreed-to cost based on the unit price, or as otherwise mutually agreed provided that mutually agreed-to cost is consistent with rates on the Negotiated Rate Schedule. The PO shall detail the Supplemental Services to be performed, deliverables, performance schedule and cost. In the event of any conflict between this Agreement and the PO's standard terms and conditions, this Agreement will control.
- 3.4 CONTRACTOR shall additionally perform the following:
- 3.4.1 The CONTRACTOR shall secure at its own expense, all personnel, facilities and equipment required to perform the work necessary to complete the PROJECT.
- 3.4.2 The CONTRACTOR shall maintain adequate and competent staff licensed and operating within the State of Florida.
- 3.4.3 The CONTRACTOR shall comply with all federal, state and local law, statutes, rules, regulations, ordinances, orders and decisions in effect at the time of the execution of this Agreement and during the time of performance of the PROJECT.
4. **COMPENSATION.** Payment shall be authorized to the CONTRACTOR through a written Purchase Order (PO) on a Fixed Price basis, Unit Price basis, in accordance with the Negotiated Rate Schedule or as otherwise stated herein. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice as defined in subparagraph 4.2. Invoices will be submitted monthly by the CONTRACTOR to the DISTRICT electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Project Manager in order to expedite the review process.

- 4.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each Fiscal Year of this Agreement.
- 4.2 All invoices must include the following information: (1) CONTRACTOR'S name, address and phone number; (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) CONTRACTOR'S invoice number and date of invoice; (3) DISTRICT Agreement number; (4) Dates of service; (5) CONTRACTOR'S Project Manager; (6) DISTRICT'S Project Manager; (7) Supporting documentation, necessary to satisfy auditing purposes, for cost and project completion; (8) Current roster of assigned staff; (9) Monthly Quality Evaluation report; (10) Log-in sheets, (11) such additional information as the DISTRICT may require to verify the goods and/or services described have been rendered. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the DISTRICT'S dispute resolution procedure.
- 4.3 If an invoice does not meet the requirements of this Agreement, the DISTRICT'S Project Manager, after consultation with his or her Bureau Chief, will notify the CONTRACTOR in writing that the invoice is improper and indicate what corrective action on the part of the CONTRACTOR is needed to make the invoice proper. If a corrected invoice is provided to the DISTRICT that meets the requirements of the Agreement, the invoice will be paid within forty-five (45) days after the date the corrected invoice is received by the DISTRICT.
- 4.4 In the event any dispute or disagreement arises during the course of the PROJECT, including those concerning whether a deliverable should be approved by the DISTRICT, the CONTRACTOR will continue to perform the PROJECT work in accordance with the DISTRICT'S instructions and may claim additional compensation. The CONTRACTOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the DISTRICT'S Project Manager no later than ten (10) days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue a final determination. The CONTRACTOR will proceed with the PROJECT in accordance with the DISTRICT'S determination; however, such continuation of work will not waive the CONTRACTOR'S position regarding the matter in dispute. No PROJECT work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5 By October 5th of each year of the Agreement, the CONTRACTOR must provide the following documentation to the DISTRICT for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6 Each CONTRACTOR invoice must include the following certification, and the CONTRACTOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Districtwide Janitorial Services agreement

between the Southwest Florida Water Management District and _____ (Agreement No. _____), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget."

- 4.7 The DISTRICT may, in addition to other remedies available at law or equity, retain such monies from amounts due CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the DISTRICT. The DISTRICT may set off any liability or other obligation of the CONTRACTOR or its affiliates to the DISTRICT against any payments due the CONTRACTOR under any contract with the DISTRICT. The DISTRICT reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, or any other things required by this Agreement have been submitted to the satisfaction of the DISTRICT'S Project Manager. This paragraph will survive the expiration or termination of this Agreement.
5. CONTRACT PERIOD. The initial term of the Agreement will be for 12 calendar months and may be extended unilaterally by the District for two (2) additional twenty-four (24) calendar month periods beyond the initial term upon written notice to the Contractor sent prior to the expiration of the then-current term setting forth any change to the not-to-exceed compensation amount available for such renewal term if different from the amount set forth in the COMPENSATION paragraph above.
6. PROJECT RECORDS and DOCUMENTS.
- 6.1 The CONTRACTOR, upon request, will permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the CONTRACTOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The CONTRACTOR will maintain all such records and documents for at least five (5) years following completion of this Agreement. If this Agreement identifies federal or state funding, or environmental data is collected in accordance with the Reports Paragraph, records and documents must be maintained for at least five (5) years following completion of the work.
- 6.2 Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. to the extent required by Section 119.0701, F.S., the CONTRACTOR shall (1) keep and maintain public records required by the DISTRICT in order to perform the service; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONTRACTOR does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. If the CONTRACTOR transfers all public records to the DISTRICT upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.
- 6.3 Pursuant to Subsection 119.071(3)(b), F.S., building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and

structural elements of a building, or other structure owned or operated by the DISTRICT are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), F.S., and Subsection 24(a), Article I of the State Constitution. Information made exempt by Subsection 119.071(3)(b), F.S., may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information, including CONTRACTOR, are required to maintain the exempt status of the information. The CONTRACTOR agrees to include the above provision in all agreements with subcontractors that are related to the CONTRACTOR'S performance under this Agreement, and to which the provisions of Chapter 119, F.S., also apply.

- 6.4 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN by telephone at 352-796-7211, extension 5555, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:**

**Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899.**

Any changes to the above contact information will be provided to the CONTRACTOR in writing.

- 6.5 This paragraph shall survive the expiration or termination of this Agreement.

7. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement will be and will remain the property of the DISTRICT.
8. REPORTS. The CONTRACTOR will provide the DISTRICT with any and all reports, models, studies, maps, or other documents resulting from the PROJECT at no cost to the DISTRICT.
9. STANDARD OF PERFORMANCE. The CONTRACTOR shall perform and complete all assigned PROJECT tasks in a timely manner in accordance with the standard of care, skill and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The DISTRICT shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the work called for hereunder, or the character, quality, amount, or value thereof. The decision of the DISTRICT upon all such claims, questions, or disputes shall be reasonable and in adherence with sound principles and practices applicable to the professional services.
10. INDEMNIFICATION. The CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property (hereinafter "Claims"), including attorney fees and costs and attorney fees and costs on appeal, caused or incurred in whole or in part as a result of any act or omission by the CONTRACTOR, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the CONTRACTOR'S performance under this

Agreement. This provision shall survive the termination or expiration of this Agreement. Claims shall expressly include: (i) actual or alleged violation or infringement of any patent, trademark, copyright, service mark, trade secret, or intellectual property right for or on account of the use of any product or service sold to the District or used in performance of any work under this purchase order; and (ii) products or services not conforming to District specifications.

11. INSURANCE REQUIREMENT. The CONTRACTOR must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

- 11.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

\$1,000,000 per occurrence / \$2,000,000 aggregate.

- 11.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
or	
Combined Single Limit	\$ 500,000

- 11.3 Fidelity/Employee Dishonesty Insurance with the following minimum limit and coverage:

\$100,000 Limit

- 11.4 The District's and its employees, agents, and officers must be named as additional insured on the general liability policy and the Fidelity/Employee Dishonesty Insurance to the extent of the District's interests arising from the Agreement.
- 11.5 The CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S., if applicable. If the CONTRACTOR does not carry workers' compensation coverage, the CONTRACTOR must submit to the District both an affidavit stating that the CONTRACTOR meets the requirements of an independent CONTRACTOR as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.
- 11.6 Employers Liability – minimum limits of \$500,000/\$500,000/\$500,000
- 11.7 Professional Liability insurance in a minimum amount of \$1,000,000 per occurrence/\$1,000,000 aggregate.
- 11.8 Janitorial Bond – minimum amount of \$1,000,000
- 11.9 The CONTRACTOR shall require and obtain certificates of insurance from any subcontractor unless the CONTRACTOR provides evidence that the subcontractor is an insured under the CONTRACTOR'S insurance policies.
- 11.10 The CONTRACTOR must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement. Such notification must be provided to the District within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.

11.11 Hazardous Materials Insurance: For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules and regulations of Florida or any Federal Agency. If the work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until the District has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract.

Pollution Liability – minimum limits of \$1,000,000 per occurrence/\$1,000,000 aggregate

The District shall retain the right to review, at any time, coverage from, and amount of insurance. The procuring of required policies of insurance shall not be construed to limit the CONTRACTOR liability or to fulfill the indemnification provisions and requirements of this Contract. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the District is an insured under this policy.

12. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the CONTRACTOR will be entitled to compensation for all services provided to the DISTRICT up to the date of termination, on a pro-rated basis and which are within the Scope of Services set forth in Paragraph 3 and are allowed under this Agreement. This paragraph shall survive the termination or expiration of this Agreement.
13. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT under Paragraph 12 above, entitled Termination Without Cause. In addition to the above, the DISTRICT may terminate this Agreement in accordance with Paragraph 6 of Exhibit "A."
14. RELEASE OF INFORMATION. The CONTRACTOR agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the DISTRICT'S Project Manager and Public Affairs Bureau Chief no later than three (3) business days prior to the interview or press release.
15. ASSIGNMENT. Except as otherwise provided in this Agreement, CONTRACTOR may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the CONTRACTOR assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.
16. LAW COMPLIANCE. The CONTRACTOR will abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.

The CONTRACTOR certifies that it is in compliance with the Americans with Disabilities Act ("ADA") and the regulations thereunder prohibiting discrimination against persons with disabilities by the District, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, CONTRACTOR represents or certifies that services, programs and activities provided under or through this Agreement: (i) shall be in compliance with the ADA and said regulations and (ii) shall, as applicable, conform with the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA.

CONTRACTOR by signing this Agreement is deemed to have signed the truth-in-negotiation certificate contained in this section certifying and confirming as required that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time for contracting. CONTRACTOR agrees its original price and any additions thereto shall be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.

17. EMPLOYMENT ELIGIBILITY VERIFICATION. In accordance with Section 448.095, F.S. CONTRACTOR, by responding to a solicitation or entering into a contract with the District, certifies: (i) it is registered with and uses the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) during the year prior to making its submission or entering into a contract with the District, no contract of CONTRACTOR was terminated by a public employer in compliance with Section 448.095, F.S., and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, F.S., including securing and maintaining subcontractor affidavits as required by Section 448.095(2)(b), F.S. Upon good faith belief that CONTRACTOR or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), F.S. the District shall terminate (or order the termination of) their contract. CONTRACTOR shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that CONTRACTOR and each subcontractor performing through CONTRACTOR are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>. This provision shall be incorporated into any resulting contract with the District.
18. VENUE AND APPLICABLE LAW. All claims, counterclaims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida, and Venue will lie exclusively in the County of Hillsborough. This paragraph shall survive the expiration or termination of this Agreement.
19. REMEDIES. Unless specifically waived by the DISTRICT, the CONTRACTOR'S failure to timely comply with any obligation in this Agreement shall be deemed a breach of this Agreement and the expenses and costs incurred by the DISTRICT, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach shall be borne by the CONTRACTOR. Additionally, the DISTRICT shall not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The DISTRICT'S waiver of any of the CONTRACTOR'S obligations shall not be construed as the DISTRICT'S waiver of any other obligations of the CONTRACTOR. This paragraph shall survive the termination or expiration of this Agreement.
20. ATTORNEY FEES. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This paragraph does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This paragraph shall survive the expiration or termination of this Agreement.

21. DRUG-FREE WORKPLACE. Prior to the commencement of any work by the CONTRACTOR pursuant to the terms of this Agreement, the CONTRACTOR must provide the DISTRICT with written certification that it has implemented a drug-free workplace program in accordance with Subsection 440.102(15), F.S., and provide the DISTRICT with the written certifications from any subcontractors to which the provisions of Subsection 440.102(15), F.S., also apply.
22. DISADVANTAGED BUSINESS ENTERPRISES. The DISTRICT expects the CONTRACTOR to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the CONTRACTOR in relation to this Agreement, to the extent the CONTRACTOR maintains such information.
23. THIRD PARTY BENEFICIARIES. Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.
24. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of 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, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, CONTRACTOR warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. CONTRACTOR further agrees to notify the DISTRICT if placement on either of these lists occurs.
25. SCRUTINIZED COMPANIES. Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the CONTRACTOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The CONTRACTOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the CONTRACTOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

26. ENTIRE AGREEMENT. This Agreement, including the attached and incorporated DISTRICT'S RFP and CONTRACTOR'S PROPOSAL, constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
27. SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
28. DOCUMENTS. The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict, priority will first be given to the language in the body of this Agreement, then to Exhibit "A," then to Exhibit "B", then to the DISTRICT'S RFP then to the CONTRACTOR's Proposal.

Exhibit "A" Special Project Terms and Conditions
Exhibit "B" Negotiated Rate Schedule
DISTRICT'S RFP
CONTRACTOR'S Proposal

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IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

By: _____ Date
Name: _____
Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
DISTRICTWIDE JANITORIAL SERVICES

Exhibit "A"

SPECIAL PROJECT TERMS AND CONDITIONS

1. The CONTRACTOR, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the PROJECT.

Prior to commencing work the DISTRICT and CONTRACTOR will mutually agree upon the location of parking, material storage, and equipment storage.

2. All persons entering the PROJECT area on behalf of the CONTRACTOR will adhere to posted speed limits and traffic patterns.
3. The following are NOT PERMITTED at the PROJECT site and will be prohibited/excluded from the PROJECT site by CONTRACTOR: foul/offensive language; harassment of any type; firearms or other projectile weapons, including bows and arrows, but excluding power actuated devices necessary for CONTRACTOR'S work.
4. The CONTRACTOR is responsible for all safety aspects of the job and his employees. The CONTRACTOR and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The CONTRACTOR must exercise safe practices at all times for the protection of all persons and property. Walkways and work areas must remain clean and unobstructed at all times.

6.1 The DISTRICT'S Project Manager may, without prior notice, inspect work sites to ensure compliance with the terms and conditions of the Agreement and with safety and health standards and requirements. In the event the CONTRACTOR fails to comply with health and safety standards or requirements, the DISTRICT'S Project Manager may issue an order stopping all or any part of the work. Claims by the CONTRACTOR for additional compensation related to a stop work order will not be considered or accepted by the DISTRICT. Any costs, direct or indirect, arising out of or resulting from the stop work order, will be the responsibility of the CONTRACTOR.

6.2 The CONTRACTOR must: i) immediately report to the DISTRICT'S Project Manager any work-related illness or injury which requires more than first aid treatment, or any loss or damage to DISTRICT property, ii) develop and post in the construction area a list of emergency phone numbers, iii) prior to commencement of the work, make provisions for prompt medical attention in case of serious injury; and iv) provide a standard first aid kit in a location readily accessible by all persons.

6.3 All employees must be suitably dressed for protection against injury.

5. Neither the DISTRICT nor CONTRACTOR will be deemed to be in default of the Agreement (or PO) for any delay or failure to fulfill any obligation so long as and to the extent to which the delay or failure is prevented, frustrated, hindered or delayed by reason of or through strikes, stoppage of labor, riot, fire, acts of war, insurrection, accident, order of any court, act of God, or other specific cause (Force Majeure) reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. A party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event, (a) provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and (b) use commercially reasonable efforts to remove any such causes and resume performance under the Agreement (and any PO), as soon as reasonably practicable. Determination of Force Majeure shall rest solely with the District.

6. If the CONTRACTOR should be adjudged bankrupt, or if CONTRACTOR should make a general assignment for the benefit of CONTRACTOR'S creditors or declare insolvency, or if CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases in which extension of time is provided, to supply enough properly skilled labor or proper material, or if CONTRACTOR should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the DISTRICT'S Project Manager, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the DISTRICT, upon certification by the DISTRICT'S Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the CONTRACTOR seven (7) days written notice, terminate the employment of the CONTRACTOR, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the CONTRACTOR will not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of the Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess will be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. The DISTRICT'S Project Manager will certify the damage and expenses incurred by the DISTRICT as a result of the CONTRACTOR'S default.
7. If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the CONTRACTOR or of anyone under the CONTRACTOR'S control, or if the DISTRICT fails to pay the CONTRACTOR in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S., then the CONTRACTOR may, upon giving seven (7) days written notice to the DISTRICT, stop work and recover from the DISTRICT payment for all work completed to date in accordance with this Agreement. The DISTRICT will have the option of suspending or terminating the Agreement.
8. In the case of termination of the Agreement before PROJECT completion, for any cause whatever, the CONTRACTOR, if notified to do so by the DISTRICT, will promptly remove any part or all of his equipment and supplies from the project site. If the CONTRACTOR fails to do so, the DISTRICT will have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

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**ATTACHMENT 8
FEDERAL CERTIFICATIONS
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, the District may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant (Contractor) certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CERTIFICATION REGARDING LOBBYING PURSUANT TO 31 U.S.C. 1352

I, the undersigned officer or employee of Contractor, certified to the best of my knowledge and belief, that:

- No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying, Activities" in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by, 31, U.S. C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 U.S.C § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

**ATTACHMENT 9
FEDERAL REQUIREMENTS
FOR
RFP 2211 DISTRICTWIDE JANITORIAL SERVICES**

Contractor (sometimes "Subrecipient") shall be required to comply with all applicable law as same may apply to their performance of the Agreement. This Attachment provides a partial overview of federal requirements as they relate to possible FEMA (Federal) Services. As such, Submitters should consider these requirements carefully knowing the provisions of this Attachment shall be incorporated as appropriate into any agreement/PO resulting from the RFP to which this document is attached.

- A. FEMA. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.

The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- B. Access to Records. The Contractor agrees to provide the District, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. These requirements are all in addition to, and should not be considered to be in lieu of, those requirements set forth in the Agreement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".
- D. Davis Bacon Act (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- E. Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or the Subrecipient must

be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- H. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- I. Energy Policy and Conservation Act. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- J. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **By its signature on that agreement or to which this Attachment or Exhibit is attached the Subrecipient certifies it is not so listed.**
- K. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- L. Procurement of Recovered Materials (2 CFR 200.322). A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- M. Government Grants. All applicable terms and conditions of government grants administrative and program requirements that apply to subrecipients as well as grantees under Title XIII, Subchapter C, Part I of the Omnibus Budget Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.) and under Title I of the NSP Act, 24 CFR Part 570 et seq, including without limitation those specified in Subparts J and K of 24 CFR Part 570.
- N. DUNS. Requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the System for Award Management (SAM), Federal Funding Accountability and Transparency Act (FFATA), and Digital Accountability and Transparency Act (DATA Act) of 2014, as set forth in Appendix A to Part 25—Award Term, Financial Assistance Use of Universal Identifier and Systems for Award Management, 75 Federal Register 55671 (September 14, 2010) (to be codified at 2 CFR part 25), and Appendix A to Part 170—Award Term, Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Federal Register 55663 (September 14, 2010) (to be codified at 2 CFR part 170).
- O. Uniform Administrative Requirements. Uniform Administrative Requirements, Cost Principles, and Procurement. The Subrecipient shall adhere to the accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred, as applicable, including without limitation as set forth in 2 CFR part 200, et. seq.
- P. Cost Principles. The Subrecipient shall administer its program in conformance with 2 CFR 200, et. seq. including 2 CFR 2400. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- Q. Travel. The Subrecipient shall obtain written approval from the District for any travel outside the metropolitan area with funds provided under the Agreement.
- R. Religious Activities. The Subrecipient agrees that funds provided under the Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR part 570.200(j), such as worship, religious instruction, or proselytization. In accordance with Executive Order 13279, the Subrecipient agrees that it may engage in inherently religious activities providing they are voluntary for participants in activities funded through the Agreement and occur separately in time or location from these activities. Furthermore, the Subrecipient certifies that Program Funds shall not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, Program Funds were not and shall not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing.
- S. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
- T. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under the Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all NSP-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- U. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of the Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

- V. Civil Rights Act. The Subrecipient agrees to comply with applicable state and local civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (the HCDA), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086, and will include the provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its contractors and subcontractors.

In carrying out the Agreement, the Subrecipient shall not discriminate against nor exclude any employee or applicant for employment because of race, color, religion, sex, age, familial status, handicap, sexual orientation, marital status, gender identity/expression or national origin. Upon receipt of evidence of such discrimination, District shall have the right to terminate the Agreement. The Subrecipient shall take the necessary steps to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, familial or marital status, handicap, sexual orientation, gender identity/expression or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. When expending SHIP Award funds, the Subrecipient shall, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, familial or marital status, sexual orientation, gender identity/expression, and handicap:

- W. Minority and Women's Business Enterprises. The requirements of Executive Orders 11625, 12432, 12138 and 24 CFR 85.36(e) applies to grants under this part. The District intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the Contractor shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 24 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract. PRIME CONTRACTOR RESPONSIBILITY: All recipients of this federal funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.
- X. ADA Compliance. The Subrecipient shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (state and local government grantees).
- Y. Environmental Review. To the extent Agreement funds are subject to the National Environmental Policy Act of 1969 and related federal environmental authorities and regulations at 24 CFR Part 58, no covered Agreement funds will be advanced, and no costs can be incurred, until an environmental review of the proposed project site has been conducted as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the project. Notwithstanding any provision of the Agreement, the parties hereto agree and acknowledge that the Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from HUD or the State of Florida under 24 CFR Part 58. Further, the Subrecipient will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement. A copy of the Environmental Review Record shall be maintained by both the Subrecipient and the City.\
- Z. Recordkeeping. Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements. Contractor shall cooperate with the District in establishing and maintaining sufficient records to enable FEMA or other funding entities to determine whether the District has met the applicable minimum recordkeeping requirements. Such requirements may include securing "wet signature" originals. Originals shall be turned over to the District

upon the District's written request with Contractor retaining copies. The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- AA. DHS Seal, Logo, and Flags. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- BB. Program Fraud. Contractor acknowledges application of 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) to Contractor's actions.
- CC. Notice Pertaining to Copyrights. To the extent applicable, Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes: 1) The copyright in any work developed with the assistance of funds provided under the Agreement; 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under the Agreement.

Contractor agrees to include the above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

- DD. Patent Rights (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8)). In general: If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the District and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA. Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the District and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

The Contractor agrees to include the above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

END OF ATTACHMENT 9