



Indian River County Purchasing Division

1800 27th Street
Vero Beach, FL 32960
Phone (772) 226-1416

Invitation to Bid

Project Name: Annual Custodial Services for County Buildings
Bid #: 2024038
Bid Bond Required: No
Fidelity Bond Required: Yes (of awardees)
Pre-Bid Meeting time/location: N/A

Bid Opening Date: March 1, 2024
Bid Opening Time: 2:00 P.M.

All bids must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late bids will not be accepted, opened or considered.

PLEASE SUBMIT:
(1) ONE MARKED ORIGINAL and,
(1) COPY OF YOUR BID
PRIOR TO THE BID OPENING DATE AND TIME.

Refer All Questions to:
Email: purchasing@indianriver.gov

ADVERTISEMENT FOR BID

Notice is hereby given that the Indian River County Board of County Commissioners is calling for and requesting bids for the following:

Bid # 2024038
Annual Custodial Services for County Buildings

Detailed specifications are available at: www.demandstar.com or by selecting "Current Solicitations" at https://indianriver.gov/services/management_budget/purchasing/index.php.

Deadline for receipt of bids has been set for **2:00 P.M. on March 1, 2024**. Bids should be addressed to Purchasing Division, 1800 27th Street, Room B1-301, Vero Beach, Florida 32960. All bids will be opened publicly and read aloud at 2:00 PM. Bids submitted or received after 2:00 PM on the day specified above, will not be opened or considered.

The Board of County Commissioners reserves the right to cancel the bid, accept or reject any and all bids in whole or in part and to waive any technicality or irregularity.

PURCHASING MANAGER
INDIAN RIVER COUNTY

Publish: Demandstar/Vendor Registry

Date: Friday, February 9, 2024

Instructions to Bidders

Definitions

Bidder – Individual or entity submitting a bid to Owner.

Contractor – The lowest, responsive, and responsible bidder to whom Owner makes award.

Owner – Indian River County

General Terms and Conditions

Cone of Silence. Potential bidders and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Interpretations: All questions about the meaning or intent of the Invitation to Bid are to be submitted to the Purchasing Division (purchasing@indianriver.gov) ten (10) or more days before the date fixed for opening of the bids. Interpretations, modifications, responses, or clarifications considered necessary by County in reply to such questions will be issued by Addenda. Only questions answered or changes made by Addenda will be binding. Oral and other interpretations, modifications, or clarifications will be without legal effect. All such Addenda shall become part of the bid documents.

Licensure: Bidder must possess licensure as indicated in the Technical Specifications Scope of Work. Indian River County Code section 400.01(1) requires that “No person shall engage in the business of construction, contracting or subcontracting as regulated by Florida Statutes or in a [any] categories listed in **Appendix A to Ordinance No. 94-16 without a valid certificate of competency issued by the Indian River County Building Department** unless certified under Florida Statutes.” Bidders who do not hold the appropriate licensure at the time of bid opening will be deemed non-responsive.

Insurance:

- **Owners and Subcontractors Insurance:** The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the owner, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor’s work is covered by the protections afforded by the Contractor’s insurance.
- **Worker’s Compensation Insurance:** The Contractor shall procure and maintain worker’s compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker’s compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.
- **Public Liability Insurance:** The Contractor shall procure and maintain broad form commercial general liability insurance (including contractual coverage) and commercial automobile liability insurance in amounts not less than shown below. The owner shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

<p>Commercial General (Public) Liability, other than Automobile</p> <p>\$1,000,000.00 Combined single limit for Bodily Injury and Property Damage</p>	<p>Commercial General</p> <p>A. Premises / Operations</p> <p>B. Independent Contractors</p> <p>C. Products / Completed Operations</p> <p>D. Personal Injury</p> <p>E. Contractual Liability</p> <p>F. Explosion, Collapse, and Underground Property Damage</p>
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<p>Automobile</p> <p>\$1,000,000.00 Combined single limit Bodily Injury and Damage Liability</p>	<p>A. Owner Leased Automobiles</p> <p>B. Non-Owned Automobiles</p> <p>C. Hired Automobiles</p> <p>D. Owned Automobiles</p>
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- Proof of Insurance:** The Contractor shall furnish the owner a certificate of insurance in a form acceptable to the owner for the insurance required. Such certificate or an endorsement provided by the contractor must state that the owner will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming owner as Additional Insured must accompany the Certificate of Insurance.

Permits, Impact and Inspection Fees. In accordance with Florida Statutes Section 218.80, the "Public Bid Disclosure Act", County as OWNER is obligated to disclose all license, permit, impact, or inspection fees that are payable to Indian River County in connection with the construction of the Work by the accepted bidder. The anticipated cost of the permit fees due to the Building Division is provided as a fixed line item on the bid form, specifically noted in the scope of work, or attached as an appendix to the invitation to bid. This amount does not include fees for any necessary re-inspection(s), which are the responsibility of the Contractor.

Conditional Offers: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

Sealed Bids and Envelope Markings: All bids must be submitted in a sealed opaque envelope. The outside of the envelope must be clearly marked with the Sealed Bid #, Title of the Bid, Date of the Bid opening, and Time of the Bid Opening and name of firm submitting.

Bid Submission: All bids must be signed with the legal Firm name and by an Officer or employee having authority to bind the company or firm by his / her signature. Bids must be submitted on forms provided by the County, and the bid forms shall not be recreated or modified. **Bids not submitted on the attached form(s) shall be rejected, as will bids submitted on rewritten, recreated, or modified bid forms.** All blanks on the bid form should be completed with a unit bid price, or the phrase "No Bid" or the phrase "Not Applicable" entered on each section, bid item, and alternative. Submittal of one marked original bid and one copy, plus one electronic copy as a single pdf is required unless otherwise instructed. The County will not reimburse any bidder for costs associated with preparation or submittal of this bid.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any

exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Errors: When an error is made in the bid extension of generating total bid prices or in any other process of completing the bid, the original unit prices submitted will govern. Discrepancies between words and figures will be resolved in favor of the words. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

Bid Rejection: Failure to comply with all the enclosed instructions may result in rejection of the bid.

Consideration of Bids: Verbal, emailed or faxed bids will not be considered.

Opening Location: It will be the sole responsibility of the Bidder to deliver their bid personally or by mail or other delivery service to "Indian River County Purchasing Division, 1800 27th Street, Vero Beach, FL 32960," on or before the closing hour and date shown for receipt of bids. Bids received in person or by mail after the stated time and date will not be accepted or considered.

Bid Security and Public Construction Bond: Bid security must accompany each Bid over \$35,000, and must be in the form of an AIA Document A310 Bid Bond, properly executed by the Bidder and by a qualified surety, or a certified check or a cashier's check, drawn on any bank authorized to do business in the State of Florida. Bid Security for bids over \$35,000 must be in the sum of not less than five percent (5%) of the total amount of the bid, made payable to "Indian River County Board of County Commissioners." Electronically signed bid bonds will be acceptable.

In the event the Contract is awarded to the Bidder, Bidder will enter into a Contract with the County and furnish the required 100% Public Construction Bond and insurance certificates within the timeframe set by the County. If Bidder fails to do so, the Bid Security will be retained by the County as liquidated damages and not as a penalty. If bid does not exceed \$100,000, no Public Construction Bond will be required. Bid Security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

Irrevocable Offer: Bidder warrants by virtue of submitting a signed bid, that the prices quoted will remain firm and be considered an irrevocable offer for a period of sixty (60) days, during which time one or more of the bids received may be accepted by the County. The Board of County Commissioners shall deem the offer accepted upon approval.

Withdrawal of Bids: A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 48 business hours after Bids are opened, any bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

Co-Operative Purchasing: It is the intent of the Invitation of Bid to secure goods or services to be used by Indian River County. However, by virtue of bidding, the bidder accepts the right of other Florida Governmental agencies to purchase from this bid proposal, when appropriate. The successful bidder and the requesting Governmental agency, apart from Indian River County, shall handle any such purchases separately. Further, County assumes no

liability for materials or services ordered by any other Governmental agency by virtue of this bid. Bidders that find this condition unsatisfactory should indicate this by showing exception on the Bid Form.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Local Preference: County has no local ordinance or preferences, as set forth in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County may not request documentation of, or consider a Bidder's social, political, or ideological interests when determining if the Bidder is responsible, and may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

Unbalanced Bids: The County will reject any bid that is unbalanced, if it is in the best interest of the County to do so. A bid will be considered unbalanced when, in the opinion of the Purchasing Manager, the bid allocates a disproportionate share of costs to the price of one or more bid items in order to reduce the costs to the price of another bid item or items, and if there is a reasonable possibility that the bid will not result in the lowest overall cost to the County.

Supplemental Information: The County reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other relevant parties to perform and furnish the work. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period. Failure to provide any requested information may result in the determination of the Bidder as non-responsible.

Awards: The County reserves the right to cancel the bid, accept or reject any and all bids in whole or in part, and waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, rebidding of the project is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The County reserves the right to not make any award(s) under this bid.

Bid Protest: Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the Purchasing Manager in writing within five (5) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the using Department and the Office of the County Attorney.

Applicable Law and Venue: The resulting Agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated within. Venue for any

lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Cancellation: It is the intention of the County to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the County shall be reason for termination of the award.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Non-Collusion: By signing and submitting the Bid Form, the Bidder certifies that,

- This bid has been arrived at by the Bidder independently and has been submitted without collusion, and without any agreement, understanding, or planned common course, or action with, any vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
- The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or an agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- No attempt has been made or will be made by the Bidder to induce any other person(s) or firm(s) to submit or not to submit a bid for the purpose of restricting competition.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.* The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form may be cause for rejection of the bid or proposal.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that 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 (defined as the State of Florida, any of its departments or agencies, or any political subdivision); 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 Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" 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.

Suspension and Debarment: County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) prior to execution of the agreement.

Scrutinized Companies Lists: The bidder certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the

contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

Assignment/Delegation: No right, obligation or interest in an awarded Agreement may be assigned or delegated by the Bidder without prior written consent of the County, without prejudice to County's other rights and remedies.

Energy Policy and Conservation Act – The Contractor agrees to comply with 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.

Compliance with Laws and Regulations: Bidder agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by the resulting Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Affirmative Steps: CONTRACTOR must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

DHS Seal: If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

Indemnification: CONTRACTOR shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the contractor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

Records/Audit: The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The County and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

Public Access: The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

Delivery Requirements: Delivery of goods is “FOB Destination” unless delivery terms are specified otherwise in the specifications. If County agrees in writing to reimburse Seller for transportation costs, County shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Seller until the goods are received and accepted by the County. Rejected materials will be returned to Seller at the Seller’s risk and expense.

Descriptive Information: Descriptive literature including Specifications must accompany your bid. Manufacturer’s name and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed established standards with the exception of those items specified “NO SUBSTITUTION”.

Manufacturer’s Certification: County reserves the right to request from the Bidder a separate manufacturer’s certification of all statements made in the bid.

Domestic Preference for Procurement: In accordance with 2 CFR 200.322, County will extend a preference for the purchase, acquisition or use of goods, products or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement and other manufactured products), to the maximum extent practicable.

Price and Discount Requirements: Quote net prices after deducting trade discounts. All discounts must be incorporated in the prices contained in the bid, and not shown separately. Invoices submitted must agree with the prices formally bid.

Taxes: County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful bidder and will be filled out by the County.

Delivery and Completion Dates: Indicate delivery and completion dates. This may be a determining factor in the award of the bid. The County may, at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interests of the County and is due to causes beyond the control of the Bidder. Such grant must be in writing and made part of the resulting Agreement.

Direct Purchase: County reserves the option to purchase certain tangible materials necessary for the performance of the Contract, and thereby save the amount of the sales tax thereon by virtue of the Owner's status as a Tax Exempt Institution. For the purpose of these procedures, the Contractor will assign to the County any rights the Contractor may have under quotes, contracts or commitments received from the particular vendor or supplier for the materials described in the requisition. The invoiced amount of County Purchased Materials and applicable sales tax, had the purchases not been tax exempt, once finalized through the Owner’s Purchase Order and after confirmation of completed delivery and acceptance, will be deducted from the Contractor’s Contract price via Change Order.

Acceptance: Receipt of an item shall not be an indication that the items are acceptable. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the item is delivered in accordance with the Bid Specifications. Suppliers are advised that in the event the delivered item does not meet specifications, payment will be withheld until such time the supplier takes necessary corrective action.

Default Provision: In case of default by the Bidder, County may procure the articles or services from other sources and hold the Bidder responsible for excess costs incurred thereby, and may take such action, as it deems appropriate, including legal action for Damages or Specific Performance.

Note: *Any and all special conditions attached hereto, which may vary from these General Conditions, shall have precedence.*

End of General Terms and Conditions

Technical Specifications

Scope

Indian River County requires the services of experienced firms to provide ongoing Custodial Services in County Owned and/or operated facilities. The work will include furnishing all labor, supervision, transportation, tools, equipment and materials for the execution of Custodial Services in accordance with the requirements in this solicitation and subject to the terms of the agreement (a draft of which is attached). The services shall include all functions normally considered a part of workmanlike janitorial work.

Work is to include:

- A. Routine Daily cleaning
- B. Project cleaning
- C. Daytime Building Attendant Duties

The facilities requiring service are divided into two geographical groups. The County will award each group to one firm. No firm will be awarded more than one group.

All bids shall be based on a start date of April 1, 2024, with resulting agreements valid for a period of one year. Two additional one- year renewal periods will be available, subject to vendor acceptance, satisfactory performance and staff's determination that a renewal would be in the best interest of the County. Notification of interest to renew will be mailed 90 calendar days in advance of the expiration date of each award.

Minimum Contractor Requirements

- 1) The Contractor must have been in the commercial custodial business for at least five (5) continuous years prior to the contract start date.
- 2) The Contractor must have provided commercial custodial services for a building(s) of 50,000 square feet or larger during those five years and a total of 100,000 square feet under contract.
- 3) The Contractor's proposed Project Manager must have at least five (5) years continuous experience in supervising commercial cleaning. A Resume must be provided for this individual as part of your bid.
- 4) The Contractor shall employ, at all times, the quantity of supervision necessary for the performance of the work contained herein.
- 5) All personnel of the Contractor shall be capable employees qualified and trained in this type of work.
- 6) The contractor shall provide a list of employees to the County that will be on-site to perform the duties of the cleaning contract. The Contractor shall update the list as needed and provide the updated list to the County Facilities Management Division.
- 7) All personnel of the Contractor will be subjected to a criminal background check prior to beginning work. This will include citizenship status, criminal history and validation of Social Security number. The results of the criminal background check must be provided to the County Facilities Management Division prior to any employee starting work.

- 8) All personnel shall be identified by appropriate uniform, smock or other clothing article clearly displaying the Contractor's business name.
- 9) All personnel shall comply with the instructions pertaining to conduct while working in County operated facilities.
- 10) The Contractor shall prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephones or other office equipment.
- 11) The Contractor shall be responsible for securing of all facilities after their work is complete. This may include setting of security systems.
- 12) The Contractor shall develop an emergency plan for all buildings, dealing with his/her employee's responsibilities and notification of County designated staff.
- 13) Neither the Contractor nor its employees shall permit individuals not employed by the contractor access to any County Facility without express consent of the Facilities Management Division.
- 14) Space provided within County buildings for use by the Contractor will be kept neat and orderly.
- 15) The Contractor will be responsible for preparing a weekly supply order for Custodial supplies provided by the County and for the distribution and handling of those supplies when delivered to the appropriate locations within the buildings.
- 16) The Contractor will be responsible for maintaining on site, all MSDS forms for any Contractor provided material used in County Facilities.
- 17) The Contractor may request specific cleaning products be added to those provided by the County. The request should be in writing with adequate information, including proposed use, approximate cost, expected quantities, etc., so as to allow evaluation of the request. Approval of the request will not be unreasonably withheld.
- 18) The Contractor will be responsible for the means and methods used in cleaning procedures. The County will provide, when available, specific instructions regarding the care of fixtures, finishes and materials in order to avoid errors or damage.
- 19) The County reserves the right to object to specific products or procedures that may cause an adverse effect to the Buildings and/or its occupants.

General Scope of Work

- 1) Provide the owner with a continuous comprehensive custodial janitorial service.
- 2) Provide sufficient staff and equipment to fulfill the requirements of this contract.
- 3) Provide on-site supervision of all crews containing more than two (2) workers.
- 4) Provide all required transportation to and from the various work sites.

- 5) Provide services as outlined in duties and frequencies section of this document.
- 6) Provide necessary training of employees as may be required to fulfill the requirements of this contract. This may include attendance of training provided by supplier, manufacturers or contractors of the County.
- 7) Provide all supplies necessary to fulfill the requirements of this contract including but not limited to vacuums, cleaners, polishers, disinfectants, waxes, rags, towels and necessary personnel safety items. Exclusions are listed separately.
- 8) Provide pick up of County provided supplies from the Facilities Management Division and distribute to various facilities under contract. Abide by established inventory controls.
- 9) Provide monthly written self-appraisals of each building service using County provided forms.
- 10) Attend monthly performance review meetings with the County Facilities Manager to review self-appraisals, complaints, and performance of duties under this contract. The Facilities Manager will schedule the monthly meeting one-week prior to the end of the month invoice.
- 11) Provide for arming and disarming security systems and securing of buildings as part of normal duties.
- 12) Provide for collection of recyclable materials from collection station to central point in building.

Limitations

The following items are not included in the basic services requested under this solicitation:

- 1) Emergency cleanup required by fire, wind rain- storm or vandalism.
- 2) Carpet cleaning is not included in basic service. However, supplemental services agreement may be issued for this service subject to negotiation.
- 3) Exterior window cleaning is not included in basic service. However, supplemental services agreement may be issued for this service subject to negotiation.

These, and other, excluded services may be requested from the contractor(s), or from other sources.

Adjustments

The objective of the County is to obtain full cleaning in accordance with the specification, frequency and quality standards set forth. The County is contracting for the complete performance of each cleaning job as identified. Adjustments or deductions will be made as determined by the Facilities Management Division in accordance with the following stipulations:

If any work which is scheduled for daily, weekly or monthly performance is omitted or unsatisfactorily performed, the Contractor will be notified of the failure or omission. An adjustment or deduction may be

made from any monies due or to become due the Contractor. Adjustments or deductions will be consistent with the per square foot rate for the building the deficiency occurs and for the period of time the deficiency remains uncorrected.

In the instance where room cleaning has not been satisfactorily performed or portions of the work have been omitted or improperly performed a deduction will be made for the entire room.

The contractor shall create and maintain a log at each building for the purpose of the occupants communicating unsatisfactory, omitted or deficient work. Items listed in the log shall be corrected during the next shift the contractor is on site. The Contractor's employee correcting the situation shall initial date and time the correction was made. Time allowances will be made for work requiring non stock supplies or equipment not usually on hand. The County will create a email address for all building occupants to utilize for comments or complaints.

Payment

It is the responsibility of the Contractor to invoice for services provided. The County will promptly pay monthly invoicing for custodial services received, no advanced or prepayment will be allowed. Electronic transfer of funds is available.

Owner's Responsibility

- 1) The owner will provide explanation of layout of individual buildings and familiarization of restrictions.
- 2) The owner shall provide training for operation of security systems.
- 3) The owner shall provide access cards for buildings with electronic access. These cards shall include a picture of the contractor's employee and shall not be used by others.
- 4) The owner will provide emergency call list for all facilities.
- 5) The owner will provide the following supplies for use and/or restocking of restrooms and offices.
 - a. Paper towels for dispensers
 - b. Toilet paper
 - c. Trash can liners
 - d. Hand soap for dispensers

Contractor's Responsibility

- 1) Contractor must be licensed to perform Custodial/Janitorial Service within Indian River County and the City of Vero Beach (if proposing to clean facilities within the City limits) at the time of Contract Execution.
- 2) Contractor shall meet or exceed all insurance requirements as set forth in this document.
- 3) Contractor will be held responsible for damage to County equipment, furnishings and facilities that is directly attributable to his negligence or cleaning practices.
- 4) Contractor shall agree to provide service to locations which may be added during the term of the contract and negotiate a fee based upon the service requirements of that facility.
- 5) Contractor shall provide executed contracts and required licenses and insurance certificates within 15 days of notification of award.

Contractor Equipment

- 1) All Vacuums used in the completion of this work shall be equipped with HEPA filters.
- 2) The contractor shall create and maintain a log of filter changes for each vacuum. This log shall include, as a minimum, the date the filter was changed and the person completing the change.
- 3) All equipment required for the completion of this work will be responsibility of the Contractor. County-provided products, such as paper towels are not to be utilized for cleaning.
- 4) All equipment will be properly maintained and operated in a safe manner at all times.
- 5) To insure the safety of the public and the employees of Indian River County as the occupants of County facilities, it shall be the policy of Indian River County that the use of any chemicals or materials used in the cleaning and maintenance of County facilities be certified green. If it is determined for sanitary reasons that a non-green product must be used, then it shall only be utilized at times when the employees and public are not within the confines of the facilities being cleaned or sanitized. All custodial contractors shall provide a list of materials used in their daily cleaning routine and provide evidence of their certification as being a green product.
- 6) Green cleaners are not regulated or certified by any government agency or department, including the Florida Department of Environmental Protection. However, there are several independent certifies that can be of assistance in finding green cleaners. They are:
 - ◆ Green Seal Green Certified Products/Services
 - ◆ EcoLogo Green products Database
 - ◆ MBDC Cradle to Cradle Certification

- 7) All contractual documents or agreements or renewal agreements for the provision of custodial services shall provide for the inclusion and use of certified green cleaning products.

Required Duties and Frequencies

The following list represents the minimum allowable standards for duties to be covered by this service contract. Some buildings may require more frequent attention due to operating hours/days, traffic or specific use patterns.

Bids should be provided that ensure that acceptable standards are met and adjustment to frequencies can be made in order to maintain these standards. The County shall be the sole determination of acceptable standards.

Minimum Allowable Frequencies

Daily – Offices, Hallways and Common Areas

- ◆ Empty trash cans; replace liners, police building perimeter for trash
- ◆ Empty and clean ashtrays and trash receptacles around the entire perimeter of each building (big and small)
- ◆ Clean and sanitize drinking fountains
- ◆ Spot clean walls, doors, trim and switch plates
- ◆ Clean elevator walls, floors, doors and door tracks
- ◆ Clean entrance doors and surrounding glass (inside and out).
- ◆ Empty recycle containers and place materials in designated bins outside the building
- ◆ Empty wastebaskets and remove trash from building (replace liners)
- ◆ Vacuum all floors and corridors (both carpet and tile) throughout building

Daily – Restrooms

- ◆ Remove Trash
- ◆ Restock Paper Towels
- ◆ Restock Toilet Paper
- ◆ Refill Soap Dispensers
- ◆ Clean Mirrors
- ◆ Damp Wipe Counters and Sinks
- ◆ Sanitize Toilets
- ◆ Sanitize Urinals
- ◆ Clean Toilet Partitions
- ◆ Sweep and Damp Mop Floors
- ◆ Scrub Floors under Urinals

- ◆ Clean Stainless with Stainless Cleaner

Weekly

- ◆ Spot clean all floors, including all offices
- ◆ Dust all Flat Surfaces
- ◆ Wash all restroom floors

Monthly

- ◆ Dust all a/c vents and wall mounted fixtures in all corridors and offices
- ◆ Clean mildew off outside metal doors
- ◆ Dust all furniture and window ledges
- ◆ Damp wipe and sanitize inside and outside of waste receptacles
- ◆ Wash and spray buff all vinyl floors in kitchen and elevators
- ◆ Scrub all restroom floors and tile grout.

Quarterly

- ◆ Strip and wax tile floors
- ◆ Dust light fixtures, window wills and blinds

Daytime Building Attendants: 16th St. Complex (Judicial Complex and Main Library)

For Group 1: 16th Street Complex, the awarded contractor shall provide and include their submitted monthly cost an employee (minimum of 6 hours per day) for the purpose of attending to the daytime custodial needs of specified buildings as a part of this bid. This person must be able to speak and understand English.

Attendant Duties:

The attendant position is to supplement the Contractor's work staff by attending to restrooms and other heavily used public areas while the building is open. The attendant's duties shall not impede or significantly interfere with the operation of the building. However, temporary closing of restrooms for cleanup will be allowed.

Examples of other duties:

- ◆ Check and refill soap dispensers, toilet paper and paper towel dispensers.
- ◆ Cleanup of spills and other emergency type cleaning duties.
- ◆ Keep entrance doors and windows clean.
- ◆ Empty trash and smoke receptacles at entrances.
- ◆ Dust baseboards and conference room furniture when not occupied.
- ◆ Perform duties outlined in the daily, weekly or quarterly duties that do not adversely affect the occupants, or visitors to the building.

Address and Description of Buildings:

Facilities are available for viewing during normal operating hours (Monday – Friday 8:30 a.m. until 5:00 p.m., unless otherwise noted below). Each facility has storage available for custodial supplies. For additional overviews of these facilities, including their days and hours of operations, please view them at www.indianriver.gov.

Group 1: 16th Street Complex:

Main Library

1600 21st St.

Vero Beach, FL

Approx. 47,256 sq. ft.

Two Story Public Library, heavy use. Primarily carpeted, with brick paver lobby, eight restrooms, security system, seven day a week operation.

Judicial Center

2000 16th Ave.

Vero Beach, FL

Approx. 120,000 sq. ft.

Three story Judicial Center, seven courtrooms, six public restrooms, multiple private restrooms; terrazzo floors in public hallways, carpeted most office areas, access control; normally five-day per week operation with some offices occupied weekends; occasional after hours court proceedings.

Group 2: 43rd Avenue Complex

43rd Ave. Administrative Annex

4305- 4375 43rd Ave

Vero Beach, FL

Approx. 33,000 sq. ft.

Single story office and warehouse complex containing 2 separate buildings with 3 separate departments. Five day per week operation, with occasional after hours activities during elections. Security system, approximately 5000 square feet of warehouse will not require daily cleaning.

Emergency Operations Center

4225 43rd Ave.

Vero Beach, FL

Approx. 16,000 sq. ft.

Single story office/training building. Access controlled, five day per week normal operation with occasional night time meetings. Primarily carpet with some ceramic and vinyl tile. Large training room and adjacent offices are a three day per week schedule.

Traffic Operations Section

4548 41st Street

Vero Beach, FL

Approx. 2,500 sq. ft.

Single story office and warehouse with tile floors.

Five day per week operation.

Sheriff's Administration Buildings

4141 41st St.

Vero Beach, FL

Approx. 35,000 sq. ft. in Main building

Approx. 1,400 sq. ft. in Modular G

Approx. 960 sq. ft. in Volunteer Modular

Single story administrative office building; also houses 911 dispatch center (apprx.2500 sq. ft.; 24/7 operation, limited access), uniform and detective divisions are 7 day operations; building access control, Two public restrooms, multiple private restrooms. Sensitive materials and locations. Includes Garage offices and restrooms and modular buildings listed above. Does not include Jail.

Available to view: need appointment to view – call (772) 226-3490 to schedule

Sheriff's Visitation (Modular Building)

4055 41st Ave, Bldg. K

Vero Beach, FL

Approximately 5,000 sq. ft.

Single story modular building, 2 bathrooms, Saturday & Sunda only

Available to view: need appointment to view – call (772) 226-3490 to schedule

Sheriff's Human Resources (Modular Building)

3885 41st St., Bldg. A

Vero Beach, FL

Approximately 5,000 sq. ft. of general office space.

Available to view: need appointment to view – call (772) 226-3490 to schedule

Sheriff's Storage

4055 41st Ave., Bldg. F

Vero Beach, FL

Approximately 3,440 sq. ft.

Available to view: need appointment to view – call (772) 226-3490 to schedule

Sheriff's Crime Scene Facility

3885 41st Street

Approximately 4,500 sq. ft. of general office space.

Available to view: need appointment to view – call (772) 226-3490 to schedule

Sheriff's Hangar

3885 41st Street

Approximately 4,000 sq. ft. of general office space.

Available to view: need appointment to view – call (772) 226-3490 to schedule

Two times per week

North County Library

1001 Fellsmere Road (C.R. 512)

Sebastian, FL

Approx. 46,000 sq. ft.

Single Story Public Library, heavy use. Primarily carpeted, ceramic tile entrance; five restrooms, security system, six day a week operation.

Sebastian Corners

1921 U.S. Highway 1

Sebastian, FL

Approx. 8,400 sq. ft.

Single story leased space used to house county offices; security system, four restrooms. Five day per week operation.

PROJECT REQUIREMENTS

Bidder must possess the following licenses and registrations at the time of bid:

Indian River County Occupational License

End of Technical Specifications

Bid Form

Annual Custodial Services for County Buildings

Bid #: 2024038
 Bid Opening Date and Time: March 1, 2024 2:00 P.M.
 Bid Opening Location: Purchasing Division
 1800 27th Street
 Vero Beach, FL 32960

The following addenda are hereby acknowledged:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

In accordance with all terms, conditions, specifications, and requirements, the Bidder offers the following:

Facility	Monthly Amount	Annual Amount
Group 1: Judicial Complex	\$	\$
Judicial Center	\$	\$
Main Library	\$	\$
Total for Group 1	\$	\$

Group 2: 43rd Avenue Complex	\$	\$
43 rd Ave. Administration Annex	\$	\$
Emergency Operations Center	\$	\$
Traffic Operations Center	\$	\$
Sheriff's Administration Buildings	\$	\$
Sheriff's Building K	\$	\$
Sheriff's Human Resources (modular)	\$	\$
Sheriff's Crime Scene Facility	\$	\$
Sheriff's Hanger	\$	\$

Sheriff's Building F	\$	\$
North County Library	\$	\$
Sebastian Corners	\$	\$
Total for Group 2	\$	\$

Facility	Per square foot rate
Group 1: Judicial Complex:	
Judicial Center	\$
Main Library	\$

Group 2: 43rd Avenue Complex	
43rd Ave. Administration Annex	\$
Emergency Operations Center	\$
Traffic Operations Center	\$
Sheriff's Administration Building	\$
Sheriff's Building K	\$
Sheriff's Human Resources (modular)	\$
Sheriff's Crime Scene Facility	\$
Sheriff's Hanger	\$
Sheriff's Building F	\$
North County Library	\$
Sebastian Corners	\$

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____
(Type / Printed)

Qualifications Questionnaire

1. How many years has your organization been providing these services? _____

2. List State of Florida Registration Number(s): _____

3. List government agencies and private firm(s) with whom you have completed similar work:

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

Agency/Firm Name: _____

Address: _____

Contact Name: _____ Title: _____

E-Mail: _____ Phone: _____

Services Provided: _____

Dates of Service: _____

4. Subcontractors:

Type of Work	Subcontractor Name	License Number

5. Date Registered with e-Verify.gov: _____

6. List all ligation cases during the past three (3) years in which the Contractor has been a named party. Use additional sheets, as necessary.

Year filed	Case number	Venue	Description

Attach Occupational License/Business Tax Receipt, proof of current liability insurance and W-9.

DRUG-FREE WORKPLACE CERTIFICATION

(Please include this form with your bid)

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Company Name

Bidder's Signature

Date: _____

SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

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

1. This sworn statement **MUST** be submitted with Bid, Proposal or Contract No. 2024038
for Annual Custodial Services for County Buildings

2. This sworn statement is submitted by: _____

(Name of entity submitting Statement)

whose business address is:

_____ and its Federal Employer Identification Number (FEIN) is _____

3. My name is _____
(Please print name of individual signing)

and my relationship to the entity named above is _____

4. I understand that an “affiliate” as defined in Section 105.08, Indian River County Code, means:

The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

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

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate or entity	Name of County Commissioner or employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____ 20____, by _____ (name of person making statement).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

who is personally known to me or who has produced _____ as identification.

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your bid)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(This form MUST be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal 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 Form to Report Lobbying," in accordance with its instructions.
3. 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. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The 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. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Sample Agreement

THIS AGREEMENT is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

BACKGROUND RECITALS:

- A. Through the competitive Invitation to Bid (ITB) process, the COUNTY has selected CONTRACTOR to provide custodial services at various facilities as more fully set forth in Exhibit 1 (Required Duties and Frequencies) and Exhibit 2 (Contractor's Bid Form) attached to this Agreement and made a part hereof by this reference.
- B. The proposed work consists of scheduled custodial services at County-owned facilities, as described in the Invitation to Bid document (ITB 2024038, issued on February 9, 2024).
- C. The CONTRACTOR is willing and able to perform the Services for the COUNTY on the terms and conditions set forth below; and
- D. The COUNTY and the CONTRACTOR wish to enter into this Agreement for the Contractor's Services for the Project.

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

The Background Recitals are true and correct and form a material part of this Agreement.

2. COUNTY OBLIGATIONS.

2.1 The COUNTY will provide explanation of layout of individual buildings and familiarization with any restrictions.

2.2 The COUNTY shall provide training for operation of security systems.

2.3 The COUNTY shall provide emergency call list for all facilities.

2.4 The COUNTY shall provide the following supplies for utilization for restrooms and offices:

- a. Paper towels for dispensers
- b. Toilet paper
- c. Trash can liners
- d. Hand soap for dispensers

3. RESPONSIBILITIES OF THE CONTRACTOR.

3.1 The CONTRACTOR agrees to provide the services in accordance with the scope of the ITB.

3.2 The CONTRACTOR shall, during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONTRACTOR to render its Services as described in this Agreement.

3.3 A list of holidays the service will not be provided for the term of the Agreement is attached as Exhibit 3.

3.4 The CONTRACTOR shall be responsible for any and all damage to COUNTY equipment, furnishings and facilities directly attributable to his or her negligence or cleaning practices.

3.5 CONTRACTOR shall provide all necessary equipment to execute the work under this Agreement. Such equipment shall be maintained and operated in a safe manner at all times.

a. Vacuums used shall be equipped with HEPA filters. CONTRACTOR shall have available a log showing the date and responsible party for replacing the filter cartridge.

3.6 To insure the safety of the public and the employees of Indian River County as the occupants of County facilities, it shall be the policy of Indian River County that the use of any chemicals or materials used in the cleaning and maintenance of County facilities be certified green. If it is determined for sanitary reasons that a non-green product must be used, then it shall only be utilized at times when the employees and public are not within the confines of the facilities being cleaned or sanitized. CONTRACTOR shall provide a list of materials used in their daily cleaning routine and provide evidence of their certification as being a green product.

3.6 No person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the Services to be performed by CONTRACTOR under this Agreement. CONTRACTOR does hereby covenant and agree that in connection with the furnishing of Services to the COUNTY, it shall not discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing the Services to the County, CONTRACTOR shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards.

3.7 The CONTRACTOR will cooperate fully with the COUNTY in order that all work may be properly scheduled and coordinated.

3.8 The CONTRACTOR shall not assign or transfer any work under this Agreement without the prior written consent of the COUNTY.

3.9 Contractor is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S.. Contractor is also responsible for obtaining proof of E-Verify registration for all subcontractors.

4. TERM OF AGREEMENT.

4.1 This Agreement shall remain in effect for a term of one year, unless otherwise sooner terminated as provided herein. The Initial Term may be extended by mutual consent of the parties hereto for a maximum two additional one-year terms.

5. COMPENSATION.

5.1 CONTRACTOR shall bill the COUNTY monthly, after completion of work. All payments for services shall be made to the CONTRACTOR by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.). No advance or prepayment will occur.

5.2 Adjustments shall be made to compensation due under any of the following circumstances:

- a. If any work which is scheduled for daily, weekly or monthly performance is omitted or unsatisfactorily performed, the CONTRACTOR will be notified in writing of the failure or omission. An adjustment or deduction may be made from any monies due or to become due the CONTRACTOR. Adjustments or deductions will be consistent with the per square foot rate for the building the deficiency occurs and for the period of time the deficiency remains uncorrected.
- b. In the instance where room cleaning has not been satisfactorily performed or portions of the work have been omitted or improperly performed a deduction will be made for the entire room.

6. INSURANCE AND INDEMNIFICATION.

6.1 The CONTRACTOR shall not commence work on this Agreement until it has obtained all insurance required under this Agreement and such insurance has been approved by the COUNTY's Risk Manager.

6.2 CONTRACTOR shall procure and maintain, for the duration of this Agreement, the minimum insurance coverage and bond coverage as set forth herein.

6.2.1 Workers' Compensation: To meet statutory limits in compliance with the Workers' Compensation Law of Florida. This policy must include employers' liability with a limit \$1,000,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee. Such policy shall include a waiver of subrogation as against Owner on account of injury sustained by an employee(s) of the CONTRACTOR.

6.2.2 General Liability: A per occurrence form policy, including Premise Operations, Independent Contractors, Products and Completed Operations including X, C, U (Explosion, Collapse, Underground) Broad Form Property Damage, Broad Form Property Damage Endorsement, with a combined single limit of not less than \$1,000,000 general aggregate to include products/completed operations, personal injury/advertising liability, fire damage /legal liability, and medical payments. Limits can be layered with an Excess Liability Policy (Umbrella).

6.2.3 Business Automobile Liability: Coverage shall include Owned vehicles and Hired/Non-Owned vehicles, for a combined single limit (bodily injury and property damage) of not less than \$1,000,000/combined single limit (Bodily Injury/Property Damage); personal injury protection -- statutory limits; \$100,000 uninsured/underinsured motorist; \$100,000/hired/non-owned auto liability. Limits can be layered with Excess Liability Policy (Umbrella).

6.2.4. Surety Bond: Also referred to as a Fidelity Bond or Theft Bond to provide the County protection from Contractor's employee theft, fraud and other misconduct. The Bond amount will be no less than \$100,000.

6.3 Contractor's insurance and bond coverage shall be primary.

6.4 All required insurance policies shall be placed with insurers licensed to do business in Florida and with a Best's rating of A- VII or better.

6.5 The insurance policies procured shall be occurrence forms, not claims made policies.

6.6 A certificate of insurance and evidence of bond coverage shall be provided to the COUNTY's Risk Manager for review and approval, ten (10) days prior to commencement of any work under this Agreement. The COUNTY shall be named as an additional insured on all policies except workers' compensation and professional liability.

6.7 The insurance and bond companies selected shall send written verification to the COUNTY's Risk Manager that they will provide 30 days prior written notice to the COUNTY's Risk Manager of its intent to cancel or modify any required policies of insurance.

6.8 The COUNTY, by and through its Risk Manager, reserves the right periodically to review any and all policies of insurance and bonds; and to reasonably adjust the limits of coverage required hereunder, from time to time throughout the term of this Agreement. In such event, the COUNTY shall provide the CONTRACTOR with separate written notice of such adjusted limits and CONTRACTOR shall comply within thirty (30) days of receipt thereof. The failure by CONTRACTOR to provide such additional coverage shall constitute a default by CONTRACTOR and shall be grounds for termination of this Agreement by the COUNTY.

6.10 The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, arising out of or related to the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

7. TERMINATION.

7.1 This Agreement may be terminated: (a) by the COUNTY, for any reason, upon sixty (60) days' prior written notice to the CONTRACTOR; or (b) by the CONTRACTOR, for any reason, upon sixty (60) days' prior written notice to the COUNTY; or (c) by the mutual agreement of the parties; or d) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

7.2 In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONTRACTOR shall be payment for those portions of satisfactorily completed work. Such payment shall be determined on the basis of the hours of work performed by the CONTRACTOR, or the percentage of work completed as estimated by the CONTRACTOR and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

7.3 The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.

7.4 In the event that the CONTRACTOR merges with another company, becomes a subsidiary of, or makes any other substantial change in structure, the COUNTY reserves the right to terminate this Agreement upon 30 days written notice.

7.7 The COUNTY may terminate this Agreement in whole or in part if the CONTRACTOR submits a false invoice to the COUNTY.

7.8 TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized

Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

8. MISCELLANEOUS PROVISIONS.

8.1 Independent Contractor. It is specifically understood and acknowledged by the parties hereto that the CONTRACTOR or employees of the Contractor are in no way to be considered employees of the COUNTY, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

8.2 Merger; Modification. Except as set forth in Section 8.2 above, this Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the CONTRACTOR and the COUNTY.

8.3 Governing Law; Venue. This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

8.4 Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

8.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

8.6 Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

8.7 No Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

8.8 Notices: Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (a) Hand delivery to the other party; (b) Delivery by commercial overnight courier service; or (c) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

County: Indian River County
Attn: Chuck Belcher
4305A 43rd Avenue
Vero Beach, FL 32967
(772) 226-3491
cbelcher@indianriver.gov

Contractor:

Notices shall be effective when received at the address as specified above. Facsimile transmission is acceptable notice effective when received, provided, however, that facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next day that is not a weekend day or a holiday. The original of the notice must additionally be mailed. Either party may change its address, for the purposes of this section, by written notice to the other party given in accordance with the provisions of this section.

8.9 Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by CONTRACTOR shall survive the termination or expiration of this Agreement.

8.10 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement

8.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

8.12 Sovereign Immunity. Nothing in this Agreement is intended to, or shall be interpreted to, constitute a waiver or limitation of the COUNTY's sovereign immunity.

9. CONTRACT DOCUMENTS

9.01 *Contents*

A. The following documents are a part of **this Agreement** and incorporated by reference as if fully set forth herein and subject to such reference:

- (1) Certificate(s) of Liability Insurance;
- (2) Invitation to Bid 2024038;
- (3) Addenda (numbers to , inclusive);
- (4) CONTRACTOR'S Bid Form dated _____;
- (5) Qualifications Questionnaire;
- (6) Drug Free Workplace Form;
- (7) Affidavit of Compliance;
- (8) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (9) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (10) Certification Regarding Lobbying;
- (11) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a) Written Amendments;
 - b) Work Change Directives;
 - c) Change Order(s).

10. Public Records Compliance

A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon

completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

B. 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@indianriver.gov

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

11. Federal Clauses

11.01 OWNER and CONTRACTOR will adhere to the following, as applicable to this work:

A. Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

B. Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office, as appropriate.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office, as applicable.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

C. Energy Policy and Conservation Act – The Contractor agrees to comply with 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.

D. Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Indian River County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and Indian River County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

E. Procurement of Recycled/Recovered Materials:

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

F. Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and
- ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

G. Access to Records: The following access to records requirements apply to this contract:

(1) The contractor agrees to provide Indian River County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) 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.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

H. DHS Seal, Logo, and Flags: The contractor shall not use Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

I. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

J. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

K. Program Fraud and False or Fraudulent Statements or Related Acts: The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

L. Affirmative Steps: CONTRACTOR shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2024 (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

INDIAN RIVER COUNTY _____

By: _____
Susan Adams, Chairman

By: _____
(Contractor)

By: _____
John A. Titkanich, County Administrator

(CORPORATE SEAL)

Attest _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
K. Keith Jackman, Assistant County Attorney

Address for giving notices:

Ryan L. Butler, Clerk of Court and Comptroller

License No. _____
(Where applicable)

Attest: _____
Deputy Clerk

(SEAL)

Agent for service of process: _____

Designated Representative:

Name: Chuck Belcher
Title: Facilities Manager
Address: 4305A 43rd Ave
Vero Beach, FL 32967

Designated Representative:

Name: _____
Title: _____

2024038 Annual Custodial Services for County Buildings

Phone 772-226-3491
cbelcher@indianriver.gov

Address:

Phone: _____

Email: _____

(If CONTRACTOR is a corporation or a partnership,
attach evidence of authority to sign.)

Exhibit 1 – Required Duties and Frequencies

The following list represents the minimum allowable standards for duties to be covered by this service contract. Some buildings may require more frequent attention due to operating hours/days, traffic or specific use patterns. The County shall be the sole determination of acceptable standards.

Minimum Allowable Frequencies

Daily – Offices, Hallways and Common Areas

- Empty trash cans; replace liners, police building perimeter for trash
- Empty and clean ashtrays and trash receptacles at entrances (big and small)
- Clean and sanitize drinking fountains and public telephones
- Spot clean walls, doors, trim and switch plates
- Clean elevator walls, floors, doors and door tracks
- Clean entrance doors and surrounding glass (inside and out).
- Empty recycle containers and place materials in designated bins outside the building
- Empty wastebaskets and remove trash from building (replace liners)
- Vacuum all floors and corridors (both carpet and tile) throughout building

Daily – Restrooms

- Remove Trash
- Restock Paper Towels
- Restock Toilet Paper
- Refill Soap Dispensers
- Clean Mirrors
- Damp Wipe Counters and Sinks
- Sanitize Toilets
- Sanitize Urinals
- Clean Toilet Partitions
- Sweep and Damp Mop Floors
- Scrub Floors under Urinals
- Clean Stainless with Stainless Cleaner

Weekly

- Spot clean all floors, including all offices
- Dust all Flat Surfaces

Monthly

- Dust all a/c vents and wall mounted fixtures in all corridors and offices
- Clean mildew off outside metal doors
- Dust all furniture and window ledges
- Damp wipe and sanitize inside and outside of waste receptacles
- Wash and spray buff all vinyl floors in kitchen and elevators

Quarterly

- Strip and wax tile floors
- Dust light fixtures, window wills and blinds

Daytime Building Attendants: 16th St. Complex (Judicial Complex and Main Library) and Administration Complex (Administration Buildings A and B and Health Department)

For Group 1: 16th Street Complex and Group 2: Administrative Complex, the awarded contractors shall provide and include their submitted monthly cost an employee (minimum of 6 hours per day) for the purpose of attending to the daytime custodial needs of specified buildings as a part of this bid. This person must be able to speak and understand English.

Attendant Duties:

The attendant position is to supplement the Contractor's work staff by attending to restrooms and other heavily used public areas while the building is open. The attendant's duties shall not impede or significantly interfere with the operation of the building. However, temporary closing of restrooms for cleanup will be allowed.

Examples of other duties:

- Check and refill soap dispensers, toilet paper and paper towel dispensers.
- Cleanup of spills and other emergency type cleaning duties.
- Keep entrance doors and windows clean.
- Empty trash and smoke receptacles at entrances.
- Dust baseboards and conference room furniture when not occupied.
- Perform duties outlined in the daily, weekly or quarterly duties that do not adversely affect the occupants, or visitors to the building.

Exhibit 2

Exhibit 3 – Scheduled Holidays

The following Holidays will be observed during the initial term of the agreement (April 1, 2024 through March 31, 2025)

Holiday County Observance

Memorial Day	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving Day	Thursday, November 28, 2024
Day after Thanksgiving	Friday, November 29, 2024
Christmas Eve	Thursday, December 24, 2024
Christmas Day	Friday, December 25, 2024
New Year’s Day	Wednesday, January 1, 2025
Good Friday	Friday, April 18, 2025*
Martin Luther King Jr. Day	Monday, January 20, 2025*

*(tentative – pending CY 2025 holiday calendar approval by BCC)
