

City of Winter Garden

Requests for Proposal RFP # 26-002

Janitorial Services

The City of Winter Garden is soliciting proposals from qualified vendors to provide janitorial and floor care services for various city buildings and departments in accordance with Scope of Services, section 5.2 of this RFP.

All responses to this Request for Proposal MUST be submitted to the City of Winter Garden Reception Desk, 300 W. Plant Street, Winter Garden, Florida 34787 by the submission deadline. Solicitation responses submitted by any other means WILL NOT be accepted. All competitive solicitations will be publicly opened. Submissions received after the assigned Submission Deadline will not be accepted by the city.

A copy of the complete solicitation package may be obtained from the CWGDN website:
<http://www.CWGDN.com/bids.aspx>

SUBMISSION DEADLINE: RESPONSES ARE DUE BY April 13, 2026 @ 4PM (E.S.T.)

The City of Winter Garden will be receiving sealed proposals at the City Hall Reception Desk, located at 300 W. Plant Street, Winter Garden, FL 34787.

Attn: David Markland, Facilities Operations Manager
300 W PLANT STREET WINTER GARDEN, FLORIDA, 34787
TELEPHONE: (407-877-5464)
EMAIL: dmarkland@cwgdn.com

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IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS Pg. 16

- Attachment A- Building info and scope of work
- Attachment A – Drug Free Workplace Form (Separate Attachment)
- Attachment B – Non-Collusion Affidavit Form (Separate Attachment)
- Attachment C – Affidavit of E-Verify Requirements Compliance (Separate Attachment)
- Attachment D – Signature Sheet (Separate Attachment)
- Attachment E – Public Records Act/Chapter 119 Requirements (Separate Attachment)
- Attachment F – Sworn Statement on Public Entity Crimes (Separate Attachment)
- Attachment G – Affidavit Regarding the Use of Coercion for Labor and Services (Separate Attachment)

ANTICIPATED SCHEDULE OF EVENTS

The tentative schedule of events, relative to this solicitation, shall be as follows:

Event	Date (on or by)
Advertisement of RFP	February 1, 2026
Pre-Submittal Meeting and Walk-through (Mandatory)	March 5, 2026 at 9:00 AM E.S.T.
Last day for questions/clarification	March 23, 2026 by 4:30 PM E.S.T.
Last day for addendum to be posted	March 30, 2026
Submission deadline	April 13, 2026 at 4PM E.S.T.
Recommendation for Award	First available City Commission meeting

Note: All dates and times above are subject to change at the City’s discretion.

Mandatory Pre-Submittal Meeting and Walk-Through:

A mandatory pre-submittal meeting and building walk-through shall be held on **March 5, 2026**, at **9:00 AM E.S.T.** at Tanner Hall, 29 W Garden Avenue, Winter Garden, Florida 34787. This venue including all locations will be visited during this meeting. It is strongly recommended that prospective Vendors plan to visit the project sites to confirm the existing conditions that may affect the Vendor’s estimate and work. The City will not be held responsible for an incorrect price proposal due to the Vendor’s misunderstanding of requirements, measurements, or services required.

This information session presents an opportunity for the Vendor to ask questions regarding the solicitation requirements and clarify any information about the site location. No modification or changes will be allowed because of the failure of the Vendor to carefully review all available information, visit the project site(s) or attend the pre-submittal meeting.

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 PURPOSE

The City of Winter Garden is seeking to obtain proposals from qualified proposers for Janitorial and Floor Care services for building locations outlined in scope of work. Proposals submitted shall include all labor, service, transportation, and supervision necessary to properly complete the work in a safe, effective, and efficient manner and in accordance with the terms of this RFP. All Janitorial equipment and supplies will be supplied by the City of Winter Garden apart from specialized equipment which is necessary for strip and wax. Trash that is collected can be disposed of at each building in a City of Winter Garden dumpster.

1.2 INFORMATION/CLARIFICATION

Questions related to the solicitation shall be submitted in writing to David Markland, Facilities Operations Manager, dmarkland@cwgd.com no later than **March 23, 2026 @ 16:30 PM**. No questions or clarifications will be considered after that date and time. Questions must be typed or printed. Responses will be posted as an addendum and made available on the City's website (<https://www.cwgd.com/bids.aspx>)

1.3 SUBMISSION AND RECEIPT OF PROPOSALS

To be considered, proposals shall be submitted in accordance with this Request for Proposal. Separate proposals must be submitted for each Request for Proposal issued by the City.

1.3.1 Vendors interested in being considered for these services shall submit, a total of six (6) copies of the Proposal, signed by a person(s) legally authorized to bind the Vendor, in a three-ring binder format:

- One (1) copy marked "original"
- Four (4) copies
- One (1) flash drive containing all original documents of the required response

1.3.1.1 Vendors shall respond to each of the criteria in the same order listed on the selection criteria rating sheet, pg. 35 and use tabs to identify each section. The proposal is limited to 50 informational pages, plus the pages required for AIA Form 305. Proposals shall be submitted in a sealed package clearly labeled with the RFP number and the name of the submitting Vendor.

1.3.1.2 Submissions by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

1.3.1.3 Submissions by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signatures.

1.3.2 All Submissions received from Vendors in response to the competitive solicitation will become the property of the City. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

To be considered, Vendors are solely responsible for making certain that their submission is received by the City of Winter Garden Reception Desk by the Submittal Deadline. No oral, telegraphic, electronic, facsimile, or telephonic submissions or modifications will be considered unless otherwise specified herein or in a written addenda issued by the City. It is the responsibility of the Vendor to see that any proposal submitted shall have enough time to be received by the City before the Submission Deadline.

1.4 INTERPRETATIONS AND ADDENDA

1.4.1 All Vendors shall carefully examine the solicitation documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the Submittal Deadline. Any questions concerning the intent, meaning and interpretation of the solicitation documents shall be submitted in writing to David Markland, Facilities Operations Manager, dmarkland@cwgd.com **no later March 23, 2026**. No person is authorized to give oral interpretations of, or make oral changes to, the solicitation documents. Therefore, oral statements will not be binding and should not be relied upon. Changes or interpretations may only be made by a written document issued by the City in the form of an addendum issued prior to the established addendum deadline.

It is the responsibility of the Vendor to receive, acknowledge, and review all addenda that are issued. Vendors should check online at the CWGDN website (<https://www.cwgd.com/bids.aspx>) prior to submitting their proposal and up until the Addendum & Submission Deadline in the event additional addenda are issued.

If a Vendor submits their proposal prior to the Submission Deadline and addenda are issued thereafter, the Vendor will not be contacted, and the submission status will be considered **Incomplete**.

The Vendor is solely responsible for:

- making any required adjustments to their submission based on any addenda issued; and
- acknowledging the addenda; and
- ensuring the re-submitted proposal is RECEIVED by the stated Submission Deadline.

1.4.2 All addenda are a part of the contract documents, and each Vendor will be bound by such addenda, whether received by Vendor or not. It is the responsibility of each Vendor to verify that the Vendor has received all addenda issued prior to the Submittal Deadline. No verbal interpretations may be relied upon.

1.4.3 Any claim that the solicitation documents and the requirements and procedures set forth herein violate any applicable law or regulation or the right of any Vendor shall be made in writing

and submitted to David Markland, Facilities Operations Manager, via email to dmarkland@cwgd.com at least ten (10) calendar days prior to the Submittal Deadline or said claim shall be deemed to be waived. The claim shall state the specific section or provision that Vendor claims is in violation and detail the alleged violation with specificity

1.5 INSURANCE

1.5.1 The successful vendor shall not commence operations pursuant to the terms of this RFP and the attached Contract, until certification or proof of compliance with the insurance requirements set forth herein have been received and approved by the City in accordance with the criteria outlined in Section 4.5. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed in writing to David Markland, Facilities Operations Manager, via email to dmarkland@cwgd.com.

1.5.2 AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL VENDOR SHALL SUBMIT ADDITIONAL CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE CITY OF WINTER GARDEN IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL VENDOR UNDER THE CONTRACT. Insurance Companies selected must be acceptable to the CITY. All the policies of insurance required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail. Such notice shall constitute a default by the Successful Vendor.

**END OF SECTION 1
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SECTION 2 – GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all offers made to the City of Winter Garden by all prospective Vendors responding to City solicitations, including but not limited to Invitations for Bid, Requests for Quotation and Requests for Proposal. As such, the words “quotation,” “bid,” “submission,” and “proposal” may be used interchangeably in reference to all offers submitted. Any terms or conditions within the Special Terms and Conditions or Sample Agreement for this competitive solicitation shall control in the event of variance or conflict with these General Terms and Conditions.

2.1 ACCEPTANCE / REJECTION

City reserves the right to accept or to reject any or all proposals and make the award to that Vendor, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the proposal of any Vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award, as determined by the City. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, reject all proposals and request re-solicitation.

2.2 CORRECTION, CANCELLATION, OR WITHDRAWAL OF BIDS

2.2.1 Correction on bids.

- a. Mathematical errors –Errors in extension of unit prices or mathematical calculations may be corrected by the Facilities Operations Manager or designee prior to award. The unit prices shall not be changed.
- b. Non-Judgmental Mistakes - A bidder shall be permitted to correct clerical, non-judgmental mistakes of fact in their bid.
- c. Voluntary reduction of price—The City may accept a voluntary reduction from a low bidder after the Submittal Deadline, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids. A voluntary reduction may NOT be used to ascertain the lowest responsive bidder.
- d. After bid opening but before making a recommended contract award decision, the City reserves the right to issue a post bid opening addendum to obtain additional information or request documents from the bidders that were not provided with the bids.

2.2.2 Cancellation of bids.

- a. Any time prior to the bid or proposal opening date and time, the City may cancel or postpone the bid opening or cancel the invitation for bid in its entirety.
- b. After bids are open, any or all bids may be rejected by the City.

2.2.3 Withdrawal of bids.

- a. Any bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the City. Amendments should be forwarded to the Facilities Operations Manager or designee, sealed and identified

2.3 ALTERNATIVES/APPROVED EQUAL/DEVIATIONS

The City of Winter Garden will provide all necessary equipment and supplies for cleaning services apart from specialized equipment which is necessary for the strip and wax. Requests for approval of janitorial supply substitutes shall be submitted to the Facilities Operations Manager for review.

2.4 ASSIGNMENT OF CONTRACT

The Successful Vendor shall not transfer or assign the performance required by the Contract Documents without the prior written consent of the City. Any award issued pursuant to this solicitation and monies that may become due hereunder are not assignable except with prior written approval of the City. No such approval will be construed as making the City a part of or party to such assignment or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Successful Vendor of its liability and obligation under the awarded contract. Notwithstanding any assignment that was not approved in writing by the City, the City shall deal through the Successful Vendor only.

However, if the Successful Vendor is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner who can legally bind the company, stating that they will continue to perform the requirements of the contract in compliance with all the terms, conditions, and specifications so stated in the subject contract, and provide written proof of acquiring the Successful Vendor.

2.5 AUDIT RIGHTS

The City reserves the right to audit the records of the Successful Vendor at any time during the performance and term of the awarded contract and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Successful Vendor agrees to submit to an audit by an independent certified public accountant selected by the City. The Successful Vendor shall allow the City to inspect, examine and review the records of the Successful Vendor at any and all times during normal business hours during the term of the Contract.

2.6 AVAILABILITY OF FUNDS / BUDGETARY CONSTRAINTS

The obligation of the City for payment to a Successful Vendor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.7 AWARD OF CONTRACT

2.7.1 A sample contract is made a part of this competitive solicitation. The final contract shall include any additional terms and conditions as approved by the City Commission and approved as to form and legal sufficiency by the City Attorney.

2.7.2 AWARD OF CONTRACT

- a. See Section 3 – Qualifications of Vendor & Consideration of Award.
- b. The Vendor to whom award is made shall execute a written contract within Fifteen (15) Calendar days after the Contract Award unless the City, by written authorization

grants an extension of no more than 10- days (maximum extension permitted). If the Vendor to whom the first award is made fails to enter into a Contract as herein provided, the award may (at the sole discretion of the CITY) be revoked and the contract let to the second highest ranked, responsive, responsible Vendor. Such Vendor shall fulfill every stipulation embraced herein as if the Vendor were the original party to whom the award was made. The sample contract contained herein shall include the entire Proposal submitted by the Successful Vendor, unless otherwise modified by the City. The City Attorney reserves the right to modify the sample contract contained herein as deemed necessary and in the best interest of the City prior to the execution of the contract.

- c. Contract award is subject to provisions of Florida Law and City of Winter Garden Purchasing Manual. All Vendors must disclose with their Proposal the name of any officer, director or agent who is also an employee of the City. Further, all Vendors must disclose the name of any City employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches.

2.8 BACKGROUND CHECKS

2.8.1 Criminal Background Checks are required for any contracts which require a vendor, contractor, subcontractor, consultant or sub consultant to perform work in or on City property where the contractor or any subcontractors or employees will perform work or services in close proximity to facilities with minors, the elderly or persons with special needs or where the services are of a nature which would reasonable warrant background checks, the vendor, contractor, subcontractor, consultant or sub-consultant who is doing the work in or on City property shall be required to undergo a criminal background check, at the contractor's expense.

2.8.2 All criminal background checks must be conducted prior to any covered individual's initial access to City's property and, depending on the contract's term, on an annual basis thereafter. The contractor or consultant shall be required to submit an affidavit on the form included in the RFP, certifying that background checks have been completed for all employees and certify that no employee who has been convicted or who has entered a plea of nolo contendere for any crime set forth in any applicable State law provision.

2.9 PROPOSALS TO REMAIN OPEN

2.9.1 All Proposals shall remain valid offers for Ninety (90) calendar days after the Submission Deadline, unless a longer period of time is stated in the solicitation documents. The City may, at its sole discretion, release any Proposal and return the Bid Bond prior to the end of the 90-day period.

2.9.2 Extensions of time when Proposals shall remain valid offers beyond the Ninety (90) day period may be made only by mutual written agreement between the City, the Successful Vendor, and the surety, if any, for the Successful Vendor.

2.10 VENDORS COSTS

The City shall not be liable for any costs incurred by Vendors in responding to this competitive solicitation.

2.11 VENDORS REPRESENTATION

By virtue of its submission of a response to the competitive solicitation, Vendor represents that it has reviewed all information which it has reason to believe is relevant to the making of this Proposal, including any necessary site inspections and field inspections, measurements and visits and that there is no information that it does not possess that it believes is necessary to make a fully informed and accurate proposal submission.

2.11.1 Mistakes

a. Vendors are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the competitive solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle Vendor to any relief from the conditions imposed in the solicitation documents and contract and may lead to rejection of a Proposal.

2.12 CHANGE ORDERS

N/A

2.13 CITY CONTRACT MANAGER

David Markland, Facilities Operations Manager, will serve as the City’s Contract Manager who shall act on behalf of the City with respect to monitoring contractor performance under the awarded contract.

The administration of the awarded contract is vested with the Facilities Operations Manager. The Facilities Operations Manager shall have complete authority to require the Successful Vendor to comply with all provisions of the awarded contract. However, the provisions of the awarded contract shall not be altered, waived or revoked by the Facilities Operations Manager.

The Facilities Operations Manager principal duties shall include:

- a. Liaison with the Successful Vendor.
- b. Coordinate and approve all work under the contract.
- c. Resolve any disputes.
- d. Assure consistency and quality of Successful Vendor’s performance.
- e. Schedule and conduct contractor performance evaluations and document findings.
- f. Review and approval of payment invoices for work performed or items delivered.

2.14 CODE OF ETHICS

Any vendor, contractor or subcontractor that is found to have violated the ethical standards set forth in the Florida Code of Ethics, City of Winter Garden Purchasing Manual, or any other applicable ethical standards pursuant to state or federal law may be subject to punishment, including contract suspension or termination, and the reporting of any contractor found to have violated these ethical standards to the appropriate disciplinary agency. The City shall not execute a contract, and reserves the right to terminate a contract already in place, if it is discovered that there has been a violation of any applicable ethical regulations, any ethics provision of a procurement solicitation, or any local, state, or federal law, including, but not limited to:

- a. Conflicts of interest

- b. Kickbacks
- c. Solicitation of procurement by payment of a gratuity or offer of employment.
- d. Acceptance of gratuity or offer of employment resulting from solicitation of procurement.
- e. Violations of the cone of silence.
- f. Any other improper or unlawful attempt to influence the outcome of procurement.

2.15 COMPETENCY OF VENDORS/QUALIFICATIONS STATEMENT

Proposals will be considered only from Vendors that are regularly engaged in the business of providing services as described in the solicitation documents and who can provide evidence that they have established a satisfactory record of performance and sufficient personnel, equipment, and organization to ensure satisfactory execution of the services under the terms and conditions herein stated. The term “equipment and organization” as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

Each Vendor shall complete the Qualifications Statement with their Proposal. Failure to submit the Qualifications Statement and the documents required there under with the Proposal may constitute grounds for rejection of the Proposal.

The City reserves the right to make a pre-award inspection of the Vendor’s facilities and equipment prior to award of the Contract.

2.16 COMPLIANCE WITH LAWS

Notice is hereby given that the Successful Vendor, its officers, agents, employees and contractors must be familiar with all Federal, State and Local laws, ordinances, rules, codes and regulations and site conditions that may affect the work and the relation and effect of these laws and regulations on the site and the project. Ignorance on the part of the Vendor will in no way relieve them from the responsibility of compliance herewith. It shall be the duty of the Successful Vendor to thoroughly investigate all aspects and requirements of the site, project and specifications prior to submitting a Proposal. Submission of a Proposal shall constitute a statement that the Vendor has fully conducted all necessary inspections, reviews, and investigations.

It is agreed and understood that if the City calls to the attention of Successful Vendor any such violations on the part of the Successful Vendor, its officers, agents, employees, contractors, then Successful Vendor shall immediately desist from and correct such violation. If Successful Vendor is in violation of any law, Successful Vendor shall be solely responsible for coming into compliance with such law and shall be solely responsible for the payment of any fine charged for such violation.

- 2.16.1 The Successful Vendor and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers’ compensation, licenses, and registration requirements. The Successful Vendor shall include this provision in all subcontracts issued as a result of this Agreement.
- 2.16.2 No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- 2.16.3 This RFP and the awarded contract shall be governed by and construed in accordance with the laws of the State of Florida.

2.16.4 Any dispute concerning the performance of the awarded contract shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State of Florida, and venue will be in Orange County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

2.17 CONDITIONS OF MATERIALS

N/A

2.18 CONE OF SILENCE: A Cone of Silence shall apply as follows:

- 2.18.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon the advertisement for requests for proposals, requests for qualifications and competitive bids or during such other procurement activities as declared by the City Commission. The Cone of Silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action, which ends the Competitive Solicitation.
- 2.18.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a Competitive Solicitation, including a person or entity's representative shall not have any communication with any City representative and their respective support staff or any person or group of persons appointed or designated by the City Commission to evaluate, select, or make a recommendation to the City Commission regarding a Competitive Solicitation.
- 2.18.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the CITY or the Facilities Operations Manager for the CITY.
- 2.18.4 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the City Commission.

2.19 CONFLICT OF INTEREST

- 2.19.1 The Vendor covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Vendor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 2.19.2 No contract will be awarded to a Vendor who has City elected officials, officers or employees affiliated with it, unless the Vendor has fully complied with current Florida State Statutes and City regulations relating to this issue. Vendors must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Vendor and removal of the Vendor from the City's Vendor's List, and Vendor's prohibition from engaging in any business with the City.

2.20 INDEPENDENT CONTRACTOR

- 2.20.1 The Vendor represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements,

overtime, and other expenses, and agrees to indemnify, defend, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.21 CONTRACT EXPIRATION

In the event services are scheduled to end because of the expiration of this contract, the Successful Vendor shall continue the service upon the request of the City. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Successful Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.21.1 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Successful Vendor shall at all times use all means necessary to protect property. Damage to public and/or private property shall be the responsibility of the Successful Vendor and shall be repaired and/or replaced at no additional cost to the City.

2.21.2 If property (public or private) is damaged while Successful Vendor is performing work specified or while being removed for the convenience of the work, it shall be repaired or replaced at the expense of the Successful Vendor in a manner acceptable to the City prior to the final acceptance of the work. Successful Vendor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, carpet, flooring, desks, chairs, computers , phones, etc.

2.21.3 Successful Vendor must provide protection necessary to prevent damage to property being repaired or replaced. The Successful Vendor shall be responsible for the protection of property in the areas in the vicinity of the project; and for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, rainstorms, wind damage, or other acts of God) or vandalism.

2.21.4 If the work site has any pre-existing damage, the Successful Vendor shall notify the Facilities Operations Manager in writing. Failure to do so shall obligate the Successful Vendor to make repairs per the above section.

2.22 DEFAULT

In the event the Successful Vendor defaults in any of the terms, obligations, restrictions or conditions in the Contract Documents, the City shall give the Successful Vendor written notice by registered, certified mail or hand delivery to Successful Vendor's office of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Successful Vendor has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Vendor shall be liable for all procurement and re-procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

2.23 DELETION OR MODIFICATION OF SERVICES

The City reserves the right to add or delete any portion of the awarded contract at any time without cause with thirty days (30) notice, and if such a right is exercised by the City, the total fee shall be increased or reduced in the same ratio as the estimated cost of the work based on the unit prices set forth on the Proposal Fee page.

2.24 DISQUALIFICATION OF VENDORS

Vendors may be disqualified for any of the following reasons:

- a. Interest by the same person in more than one Proposal.
- b. Collusion among or between Vendors.
- c. Unbalanced proposals; that is, proposals in which the prices for the same items or services are out of all proportions to those prices from others.
- d. Lack of responsibility on the part of Vendors (for example, but without limitation, no Vendor would be considered responsible who has failed to carry out any contract in which the City has been directly or indirectly concerned.)
- e. Lack of experience or capital, on the part of Vendors.
- f. Failure of the Successful Vendor to possess a current business tax receipt.
- g. Submission of a non-responsive Proposal.

2.25 DRUG FREE WORKPLACE (DFW)

In accordance with Florida Statute Section 287.087, whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

2.26 EMPLOYMENT VERIFICATION (E-VERIFY)

The Successful Vendor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of the contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Successful Vendor, the Successful Vendor may not be awarded a public contract for a period of one (1) year after the date of termination. All costs incurred to initiate and sustain the aforementioned program shall be the responsibility of the Successful Vendor. Failure to meet this requirement may result in termination of the Agreement by the City

2.27 FORCE MAJEURE

If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay Successful Vendor's timely performance, the Successful Vendor shall immediately notify the City in writing.

2.28 GRANT FUNDED PROJECTS

N/A

2.29 INDEMNIFICATION/HOLD HARMLESS

- 2.29.1 Successful Vendor shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Successful Vendor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of the awarded Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, Successful Vendor shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract. To the extent considered necessary by the City Attorney, any sums due to Successful Vendor under the awarded contract may be retained by City until all of City's claims for indemnification pursuant to the awarded contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by City. Nothing in this competitive solicitation or Agreement shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the City's liability in any statute or as otherwise provided by law.
- 2.29.2 To ensure the indemnification obligation contained above, Successful Vendor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of the awarded contract (unless otherwise provided), the insurance coverages set forth in section 4.5. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- 2.29.3 PATENT AND COPYRIGHT INDEMNIFICATION: Successful Vendor agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the awarded contract. This provision shall survive the termination of this contract.
- 2.29.4 Successful Vendor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification's including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs. This provision shall survive the termination of this contract.
- 2.29.5 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Vendor under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute Section 768.28, as amended from time to time.

2.30 LEGAL REQUIREMENTS:

- 2.30.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes that may arise between person(s) participating in this procurement and the City, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.
- 2.30.2 The Legal Advertisement, Notice of Request for Proposal, Standard Terms and General Conditions, Special Conditions, Specifications, Instructions to Vendors, Exhibits, Addenda and any other pertinent documents form a part of this competitive solicitation and by reference are made a part of any response to this competitive solicitation. Pursuant to Section 838.22(1) Florida Statutes, it is 21 unlawful for a Vendor to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City.

2.31 NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

Vendor agrees and understands that, unless specifically and expressly provided for herein, the Contract shall not be construed as an exclusive arrangement and further agrees that the CITY may, at any time, secure similar or identical services at its sole option.

2.32 NON-COLLUSIVE AFFIDAVIT

Vendor certifies that the proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services supplies, or equipment and is in all respects fair and without collusion or fraud. Each Vendor shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. The CITY considers the failure of the Vendor to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

2.33 NON-CONTINGENT FEE

Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure award of a contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making a contract. For the breach or violation of this provision, the City shall have the right to terminate the awarded contract without liability at its discretion.

2.34 OCCUPATIONAL HEALTH AND SAFETY

In compliance with Florida Statutes, any toxic substance delivered as a result of this solicitation must be accompanied by a Material Safety Data Sheet (MSDS), which may be obtained from the manufacturer. The MSDS must include the following information:

- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosivity and reactivity.
 - The known acute and chronic health effects of risks from exposure, including the medical conditions that are generally recognized as being aggravated by exposure to the toxic substance; and

- The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protection equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.
- d. The emergency procedure for spills, fire, disposal and first aid.
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

2.35 PERFORMANCE

Failure on the part of the Vendor to comply with the conditions, terms, specifications and requirements of the solicitation shall be just cause for cancellation of the award; notwithstanding any additional requirements enumerated in the Special Conditions herein relating to performance-based contracting. The City may, by written notice to the Vendor, terminate the Contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

2.36 PRICING

2.36.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.

2.36.2 Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

2.36.3 All applicable discounts shall be included in the Proposal price for materials and services and will be considered as determining factors in recommending an award in case of tie Proposals. Discounts extended to City shall include but not be limited to those discounts normally extended to governmental agencies as well as the private sector.

2.36.4 Chain discounts are not acceptable and will not be considered in determining an award. Bidder may bid only one (1) discount for each item on the Bid Form. Firm discounts and prices are to be quoted for the term of the awarded contract.

2.36.5 Vendor warrants by virtue of Proposal, that prices, terms and conditions in the Proposal will be firm for acceptance for a period of One Hundred Twenty (120) calendar days from the date of the Submission Deadline unless otherwise set forth herein or stated by the City.

2.36.6 The price shall include all royalties, license fees and other costs arising from the use of such design, device or materials in any way involved in the work as well as all costs of packaging, transporting and delivery to the designated location within the City of Winter Garden.

2.37 PUBLIC ENTITY CRIMES INFORMATION STATEMENT

As provided in Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity,

and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

2.38 PUBLIC RECORDS/CONFIDENTIAL INFORMATION

Florida law provides that municipal public records shall, at all times, be open for personal inspection by any person, unless otherwise confidential or exempt under law. Information and materials received by the City in connection with a Vendor's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. and other Florida Statutes. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

THE SUCCESSFUL VENDOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.

IF THE SUCCESSFUL VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(407) 656-4111

cityclerk@cwgd.com

300 W Plant Street

Winter Garden, Florida 34787

SPECIFICALLY, THE SUCCESSFUL VENDOR SHALL:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 this chapter 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 Successful Vendor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Successful Vendor or keep and maintain public records required by the City to perform the service. If the Successful Vendor transfers all public records to the City upon completion of the contract, the Successful Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Vendor keeps and maintains public records upon completion of the contract, the Successful Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. REQUEST FOR RECORDS; NONCOMPLIANCE

- a. A request to inspect or copy public records relating to a City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Successful Vendor of the request, and the Successful Vendor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- b. If Successful Vendor does not comply with the City's request for records, the City shall enforce the contract provisions in accordance with the contract.
- c. A Successful Vendor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

2.39 REJECTION OF PROPOSALS

2.39.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all proposals, to waive any and all informalities, irregularities and technicalities and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional proposals. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The City stresses the importance of filing a complete proposal, which accurately and properly provides all information, requested.

2.39.2 City reserves the right to reject the Proposal of any Vendor if City believes that it would not be in the best interest of City to make an award to that Vendor, whether because the Proposal is not responsive or the Vendor is unqualified or of doubtful financial ability or fails to meet any other applicable standard or criteria established by City.

2.39.3 More than one proposal received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Vendor is interested in more than one proposal for the same work will cause the rejection of all such proposals in which the Vendor is interested. If there are reasonable grounds for believing that collusion exists among the Vendor, the Proposals of participants in such collusion will not be considered.

2.39.4 The reasons for rejection of Proposals stated herein are not intended to be exhaustive.

2.40 RESOLUTION OF PROTESTED SOLICITATIONS AND PROPOSED AWARDS

Any actual Vendor, offeror, or contractor who is aggrieved in connection with the solicitation of a contract may protest to the City Manager. All protests shall be submitted in writing by 5:00PM local time on the fifth business day after the City issues a Notice of Award Recommendation containing the required information as set forth in the City of Winter Garden Purchasing Manual. The written protest must be accompanied by payment of the protest fee in the form of a certified check, cashier's check, attorney's trust account check or money order made payable to the City of Winter Garden in the amount of (i) \$500.00 where the notice of award recommendation relates to a bid of less than \$100,000; (ii) \$1,000.00 where the notice of award recommendation relates to a bid of \$100,000 to \$500,000; or (iii) \$2,500.00 where the notice of award recommendation relates to a bid exceeding \$500,000. In the event the protesting party ultimately prevails in the protest proceeding before the City, the bid protest fee will be returned to such party. Failure to timely submit a written protest and pay the protest fee shall constitute a waiver and invalidation of any protest to the applicable solicitation, bid, or award.

2.41 SCRUTINIZED COMPANIES

- 2.41.1 Successful Vendor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Successful Vendor or its subcontractors are found to have submitted a false certification; or if the Successful Vendor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- 2.41.2 If this agreement is for more than one million dollars, the Successful Vendor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Successful Vendor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Successful Vendor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 2.41.3 The Successful Vendor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- 2.41.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

2.42 SPECIAL CONDITIONS

Any and all Special Conditions contained in this solicitation document that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions to the extent of such conflict.

2.43 SUB-CONTRACTORS

If the Vendor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the CITY, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

2.44 TERMINATION FOR CONVENIENCE OF CITY

Upon Thirty (30)-calendar days written notice delivered by certified mail, return receipt requested, to the Successful Vendor, the City may without cause and without prejudice to any other right or remedy, terminate the agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the agreement is terminated for the convenience of the City, the notice of termination to the Successful Vendor must state that the contract is being terminated for the convenience of the City under the termination clause, the effective termination date and the extent of termination. Upon receipt of the notice of termination for convenience, the Successful Vendor shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding sub-contractors and purchase orders to the extent that they relate to the terminated portion of the awarded contract and refrain from placing further orders and sub-contracts except as they may be necessary consistent with the termination notice, and complete any continued portions of the work that are not terminated.

2.45 WARRANTIES

- 2.45.1 Warranty of Title: The Successful Vendor warrants to the City that all goods and materials furnished under the awarded contract will be new unless otherwise specified in writing by the City, and that Successful Vendor possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and rejected by the City.
- 2.45.2 Warranty of Specifications: The Successful Vendor warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Vendor or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- 2.45.3 Warranty of Fitness for a Particular Purpose: The Successful Vendor warrants the goods shall be fit for and sufficient for the purpose(s) intended.
- 2.45.4 Warranty of Merchantability: The Successful Vendor warrants that the goods and facilities to be supplied pursuant to the Agreement are merchantable, of good quality and free from defects, whether patent or latent in material or workmanship.
- 2.45.5 Warranty of Performance: The Successful Vendor warrants that the goods, facilities, and quality of construction are warranted to be free of all defects and fully operable in and in good working and aesthetic condition and of a quality that is equal to or better than similar facilities in the area that have been found by their owners to operate in a satisfactory manner.
- 2.45.6 The Successful Vendor warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the awarded contract.
- 2.45.7 The Successful Vendor warrants to the City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind, which would have an adverse effect on its ability to perform its obligations under the awarded contract.
- 2.45.8 The Successful Vendor warrants to the City that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Vendor is a party.
- 2.45.9 The Successful Vendor warrants that there has been no violation of copyrights or patent rights either in the United States of America or in foreign countries in connection with the work of the awarded contract.
- 2.45.10 All warranties made by the Successful Vendor together with service warranties and guarantees shall run to the benefit of the City and the successors and assigns of the City.

SECTION 3 – QUALIFICATIONS OF VENDOR & CONSIDERATION OF AWARD

3.1 ELIGIBILITY

To be eligible to respond to this RFP, the Vendor shall demonstrate that they have experience in Janitorial and Floor care services within buildings within the past three (3) years. Proposals will be considered only from Vendors which are regularly engaged in the business of providing services as described in this proposal and who can provide evidence that they have established a satisfactory record of performance.

3.2 QUALIFICATIONS STATEMENT

- 3.2.1 Each Vendor shall submit a Qualifications Statement.
- 3.2.2 The City reserves the right to make a pre-award inspection of the Vendor's facilities and equipment prior to award of the Contract.
- 3.3 No submission will be accepted from, nor will any contract be awarded to, any person, who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said City, or who is deemed irresponsible or unreliable by the City.
- 3.4 City reserves the right to consider a Vendor's financial stability and history of citations and/or violations of environmental regulations in determining a Vendor's responsibility, and further reserves the right to declare a Vendor not responsible if (in the opinion of the City) the Vendor has insufficient financial resources to construct the project or whose history of violations warrant such determination. Vendor shall submit with Proposal, a complete financial disclosure and history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Vendor that there are no citations or violations. Vendor shall notify City immediately of notice of any citation or violation, which Vendor may receive after the Submission Deadline and during the time of performance of any contract awarded to Vendor.
- 3.5 The City requires submittal of at least three (3) references from the Vendor to be submitted with the Proposal, References must include name, job title, Company, telephone number, and email address of contact person(s).

These references are not to include the City and/or a City employee.

- 3.5.1 Relevant Experience (Minimum of three (3) references which demonstrate experience for work of a similar scope performed in Florida in the last 3 years.

3.6 EXAMINATION OF CONTRACT DOCUMENTS & LOCATIONS

Before submitting a Proposal, each Vendor must:

- a. Examine the solicitation documents thoroughly.

- b. Consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision, of the goods and/or services.
- c. Conduct all site examinations for locations deemed necessary to submit an accurate proposal.
- d. study and carefully correlate Vendor's observations with the solicitation documents; and
- e. Notify in writing City's designated employee of all conflicts, errors, irregularities, or discrepancies in the solicitation documents.

The submission of a Proposal will constitute an incontrovertible representation by Vendor that Vendor has complied with every requirement of this Section 3.6, that without exception the Proposal is premised upon performing the services and/or furnishing the goods and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the solicitation documents, and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance, all site conditions and furnishing of the goods and/or services.

3.7 CRITERIA FOR AWARD

The award of the RFP shall be to the most responsive, responsible Vendor whose Proposal is determined to be the most advantageous to the City taking into consideration, in addition to price, the criteria set forth below:

- (1) The ability, capacity, skill and sufficiency of resources of the Vendor to perform the contract and provide the requested materials or service.
- (2) The Vendor's ability to perform the contract within the time specified.
- (3) The character, honesty, integrity, reputation, judgment, experience and efficiency of the Vendor.
- (4) The quality of performance and conduct of the Vendor on previous contracts with the City or any other reference or party that the Vendor has performed work or services.
- (5) A Vendor's propensity to request change orders based on Vendor's conduct under previous contracts with the City.
- (6) A Vendor's previous failure to meet specified substantial completion dates or other milestone dates on previous contracts with the City.
- (7) A Vendor's current workload and projected workload during the performance of the contract.
- (8) The previous and existing compliance by the Vendor with federal, state and local laws, regulations and ordinances applicable, relating or similar to the contract or work to be performed; to include, but not limited to laws, regulations and ordinances of State of Florida, local governments, FDEP, FDOT, Water Management District, and OSHA.
- (9) The quality, availability and adaptability of the supplies or professional or contractual services to the particular use required.
- (10) The ability of the Vendor to provide future maintenance and service on the matter procured and the financial impact upon the City to receive future maintenance and services.
- (11) The Vendor's pecuniary ability and financial stability.
- (12) The ability to meet the City's stated requirements for bonding and insurance in order to fully protect the interests of the City.
- (13) Whether the Vendor is in arrears to the City on a debt, is a defaulter on any bond or to any surety, whether the bidder's taxes or assessments are delinquent, and/or whether Vendor has failed to render payments to subcontractors, suppliers, employees or material men.
- (14) Whether Vendor is involved in a recent past (within past three years) or a current dispute with the City involving threatened or pending litigation regarding a previous contract with the City.

- (15) The proximity of Vendor's labor force, equipment and business operation in relation to the City.
- (16) Proportional amount of the work or services Vendor intends to perform with its own organization as compared with the portion it intends to subcontract and the qualifications of subcontractors whom the Vendor proposes to use.
- (17) Whether the Vendor submitted a bid or proposal that conforms to the requirements stated in the request for bids or proposal issued by the City.
- (18) Any other circumstances or factors deemed in the best interest of the City as determined by the City's discretion.

The above factors may be determined by Vendor's past performance with the City, information obtained from other project owners, information submitted as part of the bid/proposal or in response to an inquiry by the City, and/or information otherwise known or discovered by the City. The City may conduct detailed examinations of Vendor, including of Vendor's personnel, place of business and facilities, compliance with federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility germane to the procurement process. The failure of a Vendor to supply information in connection with an inquiry in a timely manner, at the City's discretion, may be grounds for rejecting such Vendor.

3.8 PROPOSED SERVICE SUPERVISION

Ability to provide sufficient supervision and quality control for contracted buildings.

3.9 TIE SUBMISSIONS

The tie may be broken, and the Successful Vendor selected by the following criteria presented in order of importance and consideration.

- 3.9.1 Quality of the items or services if it is ascertainable.
- 3.9.2 Except as prohibited by Federal or State law, location of business, specifically those located within the Central Florida Region (as evidenced by a business tax receipt), or
- 3.9.3 If no business is located within the Central Florida Region, to a Central Florida Region-based business or a certified minority business enterprise, as defined in F.S. §288.703
- 3.9.4 Time of delivery if provided in the Proposal.
- 3.9.5 If the criteria in subsections 3.9.1 through 3.9.4 do not resolve the tie, the City may award a contract to that Vendor whose Proposal was received first as indicated by the time stamp on the envelope containing the Proposal. If the criteria in subsections 3.9.1 through 3.9.5 do not resolve the tie, contract award shall be made by a lot drawn by the Facilities Operations Manager before at least one (1) witness.

3.10 RESPONSIVENESS

The factors to be considered in determining the responsiveness of each Vendor include but are not limited to the following:

- 3.10.1 Completion, accuracy and submission of all required documentation.
- 3.10.2 Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- 3.10.3 Consistency of the offered goods or services as set forth in the Agreement.
- 3.10.4 Accuracy of mathematical calculations.

3.11 RESPONSIBILITY

The factors to be considered in determining the responsibility of a Vendor shall include but not be limited to the following:

- 3.11.1 Vendors past experience and performance.
- 3.11.2 Litigation history.
- 3.11.3 The scope and content of any investigations, reports or audits relating to, or communications with, the Vendor that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.
- 3.11.4 Whether the Vendor has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- 3.11.5 Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- 3.11.6 Whether the Vendor or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

Section 4- Special Conditions

4.1 LIQUIDATED DAMAGES

N/A

4.2 COUNTY/STATE LICENSE REQUIREMENTS

Vendor shall be licensed and qualified to do business in its area of expertise and shall submit copies of all applicable licenses/certifications with their Proposal. The Successful Vendor will be required to maintain the appropriate licenses and certificates throughout the term of the contract.

Any proposal that is submitted by a Vendor who is not properly licensed/certified at the time the proposal is submitted may be rejected as non-responsive

4.3 CERTIFICATION AND/OR LICENSES

- 4.3.1 Vendors should provide, with their Proposal, a copy of all current licenses. If not provided with your Proposal it will be considered incomplete.
- 4.3.2 Vendor must hold a current business tax receipt. Copy of license must be submitted with Proposal and must be in the name of the vendor shown on the Vendor Information page.

4.5 INSURANCE

Contractor MUST secure, pay the premiums for, and keep in force until the expiration of the contract and any renewal thereof:

- Comprehensive liability insurance in a minimum combined single limit amount of one million (\$1,000,000.00) dollars for each occurrence of bodily injury and property damage.

- Comprehensive Automobile Liability including owned, hired and non-owned automobile coverages of a minimum combined single limit of Three Hundred Thousand (\$300,000) dollars for each occurrence of bodily injury and property damage.
- Worker's Compensation (Including Employers Liability) as required by State law for all of contractor's employees engaged in work at City of Winter Garden

The Contractor's comprehensive liability insurance policy shall include City of Winter Garden as an additional insured. Such insurance policy shall be primary and non-contributory basis. A certificate of insurance and declaration sheet for the comprehensive liability insurance policy is required to be given to the City within two (2) business days of both parties signing the contract and before work commences.

The policy of insurance shall include the following statement:

"It is understood and agreed that the Contractor shall notify City of Winter Garden, in writing, thirty (30) days in advance of the effective date of any alterations in coverage or termination or cancellation of this policy."

The proof of Contractor's coverage MUST be received by City prior to commencement of work. In the event a Contractor is using Subcontractors on the awarded project, all Subcontractors must have worker's compensation, liability and auto insurance or be covered under the policy of the Contractor. ***In the event that the awarded Contractor is a small entity, exempt from Worker's Compensation per Florida Statutes, the awarded Contractor will be responsible for any medical fees incurred in case of an accident involving the Subcontractors hired.***

4.5.1 SAFETY

4.5.2 The Successful Vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Vendor shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.

4.5.3 The Successful Vendor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to:

- a. All employees on the work site and all other persons who may be affected thereby. Employees of the Successful Vendor shall always be under Successful Vendor's sole direction and are not employees or agents of the City. The Successful Vendor shall supply competent and physically capable employees. The City may require the Successful Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. The responding Vendor shall be responsible to the City for all acts and omissions of all employees working under its direction.

- b. The work and all materials and equipment incorporated therein.
- c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

4.10 CLEANING UP

The Successful Vendor shall keep at all times, the premises free from accumulation of waste materials or rubbish caused by Vendor operations. At the completion of the work Vendor shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to the City in like, or better condition. All Janitorial rooms shall be kept in a neat and orderly condition. Trash may be placed in the associated dumpster located near each building.

**END OF SECTION 4
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SECTION 5 – SPECIFICATIONS

5.1 PURPOSE

The City of Winter Garden is seeking to obtain proposals from qualified Vendors for Janitorial Services in accordance with the terms, conditions, and specifications contained in this RFP.

5.2 SCOPE OF SERVICES:

- a. Provide routine janitorial cleaning based on scope, working hours, and event schedule per listed buildings.
- b. Provide a breakdown of routine cleaning and hard floor strip & wax per building based on frequency.
- c. Specify whether staff will be company in-house or subcontracted.
- d. Janitorial staff must have company shirts with company logo.
- e. Routine Janitorial supplies will be provided by the city.
- f. Strip and wax materials are not supplied by the city. Those costs must be included in the Vendor's quarterly hard floor cleaning and waxing cost.

5.3 Special Requirements

All staffing personnel working in and around city buildings must have a city approved background check. A list of daily or weekly staff shall be provided to the Facilities Operations Manager.

5.3.1 Term of Contract

The initial term of this contract shall be three (3) years commencing on date of approval with two (2) optional one (1) year renewals. Prior to expiration of original Three (3) year contract, the city shall have the option to renew under same terms and conditions or discuss modification of terms within 60days. The city will have the right to terminate the contract at any time pursuant to the termination provisions of the contract.

Outsourced Janitorial Services Scope of Work

Building, Location, and Scope of Work:

1. Jessie Brock Rec Center- 310 N Dillard Street

Routine Janitorial - 7 days per week (Sunday-Saturday) after working hours or events.

- All main office areas
- Restrooms
- Rec Rooms A, B, C (Stage), Kitchen, Restroom
- Camp Office
- Art Room
- Wellness & Room D
- Hard Floors- VCT Strip and Wax. (6 times a year per JBRC direction)
- Carpet Cleaning by contractor. (Quarterly)

2. Tanner Hall- 29 W. Garden Avenue

Routine Cleaning 6 days a week (Tuesday – Sunday) after working hours or events.

- Open area (Carpet)
- Dance Floor (LVT)
- Lobby Entrance
- Restrooms
- Kitchen
- Flexibility for additional Monday or Tuesday with two-week notice or added on monthly schedule.
- Carpet cleaning by contractor. (Quarterly) Special conditions are due to wood sub- floor.

3. Little Hall- 31 W Garden Avenue

Routine Interior Cleaning 6 days a week (Tuesday – Sunday) after working hours or events.

- Trash Removal
- Restrooms
- Dusting
- Clean horizontal surfaces
- Disinfect Doors, Handles, Switches
- Windowsills
- Hard floor Strip and Wax (Quarterly)

4. Trailer City - 21 E Crest Avenue

Routine Cleaning 5 days a week. Monday - Friday after working hours.

A. Office/ RR/ Mailbox area

- Clean restroom
- Clean Surface areas, switches, door handles
- Dust and disinfect horizontal surfaces
- Remove trash
- Check for cobwebs
- Vacuum
- Check windows and area for bugs
- Sweep and mop

B. Laundry rooms 1 & 2

- Check for debris and remove trash
- Check for cobwebs
- Sweep and mop floors

C. Shower room building

- Remove trash
- Clean sinks, toilets, showers
- Sweep and mop floors

5. Community Resource Center- 125 Center Street

Routine Cleaning 3 days a week. Monday, Wednesday, and Friday after working hours.

- Clean and disinfect horizontal surface areas
- Sink and countertop
- Restroom
- Replace soap and paper products as needed
- Dust window coverings/sills
- Disinfect door handles, face of doors
- Remove trash
- Vacuum carpet
- Carpet Cleaning performed by CoWG.

6. Waste Water Office- 101 E Crest Avenue

Routine Cleaning 3 days a week Monday, Wednesday, and Friday after working hours.

- Restrooms and shower rooms
- Clean Surface areas, switches, door handles
- Dust and disinfect horizontal surfaces
- Clean Entrance doors
- Remove trash
- Sweep and mop
- VCT Strip and Wax (Quarterly)

7. Public Services Complex- 880 W Bay Street

Routine Cleaning 5 days a week Monday – Friday after working hours

8. Fleet Offices (manager, supervisor, admin)

- Dust and disinfect horizontal surfaces
- Clean switches, door handles
- Remove trash
- Vacuum

9. Fleet Restrooms

- Clean sinks, toilets, urinals, shower
- Replace paper products and soap as needed
- Clean switches, door handles
- Remove trash
- Sweep and mop
- VCT Strip and Wax (Quarterly)

10. Public Services Locker & Restrooms

- Clean sinks, toilets, urinals, shower
- Replace paper products and soap as needed
- Clean switches, door handles
- Remove trash
- Sweep and mop

- VCT Strip and Wax (Quarterly)

11. Public Services Office

- Clean open offices and open area including restrooms
- Clean sinks, toilets, urinals, shower
- Replace paper products and soap as needed
- Clean switches, door handles
- Remove trash
- Sweep and mop
- VCT Strip and Wax (Quarterly)

12. Public Services Breakroom

- Clean sinks, toilets, urinals, shower
- Replace paper products and soap as needed
- Clean switches, door handles
- Remove trash
- Sweep and mop
- VCT Strip and Wax (Quarterly)

13. Facilities

- Breakroom, restroom, office
- Clean sink, toilet, urinal, shower
- Replace paper products and soap as needed
- Clean Surface areas, switches, door handles
- Dust and disinfect horizontal surfaces
- Remove trash
- Sweep and mop breakroom
- Restroom VCT Strip and Wax (Quarterly)

General Cleaning Tasks

<u>Task</u>	<u>Each Clean</u>	<u>Weekly</u>	<u>Monthly</u>	<u>Quarterly</u>
<u>Office Areas</u>				
1. Building Entrance doors both sides	X			
2. Empty all garbage cans, liners can remain if there is no food or liquid.	X			
3. Dust and spot clean all horizontal surfaces below six feet.	X			
4. Disinfect switches and plate covers.	X			
5. Disinfect door handles and spot clean doors and frames as needed.	X			
6. Sweep and mop hard surface Floors.	X			
7. Vacuum carpet in all high traffic areas.	X			
8. Vacuum all carpet areas.		X		
9. Dust window covering and sills		X		
10. Dust air vents, tops of doors, door frames			X	
11. Dust and Clean ceiling corners for cobwebs			X	
12. Dust baseboards, desk sides, chair legs, bases of tables.			X	
12. Interior window cleaning.				X
 <u>Break Rooms</u>				
1. Clean Counters & Tables	X			
2. Sinks cleaned	X			
3. Front of cabinets	X			
4. Front and tops of appliances	X			
5. Disinfect switches and Switch plates	X			
6. Replace paper products and soap as needed	X			
7. Trash removal	X			
8. Ensure trash cans are clean		X		
9. Clean lower walls as needed.		X		
10. Sweep and mop floor	X			
11. Interior Window Cleaning				X

Task	Each Clean	Weekly	Monthly	Quarterly
12. Dusting of fixture lenses, air vents Ceiling for cobwebs.			X	
13. Wash and clean inside trash cans		X		
14. Clean and dust Baseboards			X	

Areas with Showers/Restrooms/ Locker Rooms

- Showers may be in some offices and break areas

1. Clean and disinfect counters, tables/benches	X			
2. Clean sinks/ toilets/ mirrors	X			
3. Replace Urinal Screens as needed	X			
4. Clean showers and fixtures	X			
5. Spot clean area as needed	X			
6. Replace soap & paper products as needed	X			
7. Remove trash and replace can liners	X			
8. Sweep and Mop Floor	X			
9. Deep clean showers (weekly)		X		
10. Clean Partitions		X		
11. Dust and clean baseboards as needed			X	
12. Quarterly Strip and wax if applicable				X

**END OF SECTION 5
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SECTION 6 – SELECTION PROCESS

The selection process shall be conducted as follows:

6.1 Short-List

The Written Proposals received in response to this RFP will be evaluated and ranked by a Selection Committee, comprised of not less than five (5) voting members selected at the discretion of the Facilities Operations Manager in accordance with the process and evaluation criteria contained in Section 6 and utilizing the attached Ranking Sheet. Various Professional Consultants and representatives from the City may also be present during this process as non-voting members of the Committee. A ranking shall be established by totaling the sum of the scores given to each Vendor by all voting members of the Selection Committee. The Committee has the option to select (short-list) and/or award a minimum of two (2) Vendors who may give a presentation at a later date to the Selection Committee. No information will be released by City after the due date for submission of the Proposals until the selection of the short-listed Vendors has been made. All submitting Vendors will receive notification of the Vendors selected. The ranking established for short-listing will carry forward to the next portion of the process. City reserves the right to conduct and/or not conduct interviews, at its sole discretion and issue award(s) based on written responses.

6.2 Presentation/Interview

A Selection/Negotiation Committee (SNC) approved by the Facilities Operations Manager, and/or City Manager shall be responsible for short-listing the most qualified Vendors. The SNC, at its sole discretion, may request additional or clarifying information from any Vendor. The SNC may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the Vendor's proposal. The occurrence or absence of such a request shall not be cause for objection by any Vendor. The SNC may schedule interview and presentations with the short-listed Vendors. In the event of such, the interviews/presentations are tentatively scheduled for the date and time TBA.

Vendors will be expected to provide a thirty (30) minute presentation followed by a fifteen (15) minute question and answer session. It is suggested, but not mandatory, that the person(s) who will be assigned the City project, and any others deemed necessary by the Vendor, attend the presentation/interview portion of this process. The SNC will evaluate and rank the Vendors based on the qualification submittals and presentations in accordance with the process and evaluation criteria contained herein.

A ranking shall be established by totaling the sum of the scores given to each Vendor by all voting members of the SNC for both the evaluation of the Written Proposal and the Presentation/Interview. The final ranking of Vendors shall be in accordance with the scoring result, with the top-ranked Vendor that achieved the highest number of allowable points during the scoring process.

6.3 Evaluation Criteria Rating Sheet

The SNC will evaluate the Proposals received in response to this RFP based on the Evaluation Criteria included in this document, which will be weighted in accordance with the Evaluation Criteria Rating Sheet contained at the end of this Section. The SNC will utilize the attached Evaluation Rating Sheet for both the Short Listing and Presentation/Interview portions of the process.

6.4 Recommendation

The SNC will recommend to the City Commission that an Agreement for Janitorial Services for the highest ranked Vendor. In the event that an agreement cannot be reached with the highest ranked Vendor within 30 days, the City has the option to close negotiations with that Vendor and move to the next highest ranked Vendor to negotiate

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**JANITORIAL SERVICES
RFP 26-002
SELECTION CRITERIA SHEET**

COMPANY:			
COMMITTEE MEMBER:			DATE:
SELECTION CRITERIA	POINTS	EARNED POINTS	REMARKS
TOTAL BID AMOUNT	25		
CLEANING APPROACH	20		
QUALITY CONTROL PLAN	20		
COMPANY HISTORY/ STABILITY	10		
COMPANY EXPERIENCE/ QUALIFICATIONS	10		
AVAILIBILITY/ PROXIMITY	5		
QUALITY OF REFERENCES	5		
TRANSPARENT PRICING	5		
TOTAL POINTS	100		
COMMENTS:			
SIGNATURE:			

SECTION 7 – SAMPLE FORM OF CONTRACT FOR SERVICES

City of Winter Garden Contract for Services

This Agreement ("Agreement") is made this _____, 2026, by and between CITY OF WINTER GARDEN, a Florida municipal corporation, whose address is 300 West Plant Street, Winter Garden, Florida 34787 ("City") and _____ (hereinafter referred to as "Contractor").

City and Contractor promise and agree as follows:

1. Contractor shall furnish all materials, permits, labor, tools, equipment, services, and related items, whether or not specifically mentioned herein, to satisfy the full intent of all work set forth in **Attachment A**, Scope of Work, in accordance with the following general conditions and requirements and the requirements of the Request for Proposal 26-002 that resulted in the award of this Agreement. Contractor represents and warrants that it has the necessary experience, skill, knowledge, equipment, supplies, and personnel to perform the Scope of Work and services hereunder
2. This Agreement will take effect on the date of its execution by City and will run for a period of three (3) years. At the sole option of City, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. The City shall have the right to terminate this Agreement for convenience at any time upon thirty (30) days written notice to the Contractor.
3. Contractor shall be responsible for having available required personnel, and supervisory personnel capable of completing the construction and/or installation as set forth in these specifications
4. During the performance of work, to the full extent feasible, Contractor shall keep the Project Site free from accumulations of waste materials, rubbish and other debris resulting from the Work and keep and maintain the job site in an attractive, orderly, and clean condition. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Project as well as all tools, equipment and machinery, and supplies and shall leave the site clean and ready for occupancy and use by City. Contractor should minimize interruptions to City operations and perform work during the parties' agreed days and times.
5. Contractor shall be responsible for, or back charges for, repairs to finishes incurred by personnel. Any damage done, including but not limited to existing concrete, paint, walls, woodwork, doors, etc., shall be the responsibility of the Contractor.
6. Contractor shall, during the life of this Agreement, procure and keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and other authorizations as are required by local, state, or federal law, in order for the Contractor to render its Scope or Services or Work as described herein. Contractor shall also require all subcontractors to comply by contract with the provisions of this paragraph.

7. Workmanship must be done in a professional manner and meet all codes when applicable. Poor workmanship will not be accepted.
8. Contractor acknowledges and agrees that the City is a Florida municipality and as such the City's public property and the Project(s) involved are not subject to construction liens pursuant to Chapter 713, Florida Statutes or any other lien statute. Contractor shall not file or record claims of lien or any other liens against any Project or property owned by the City. Contractor hereby agrees to indemnify, defend and hold the City harmless from all liens filed by Contractor and its subcontractors, materialmen, laborers, vendors and all others claiming by and through Contractor, against the Project, Work and real property owned by the City arising out of or concerning the Work and Project, including but not limited to City's attorneys' fees and litigation costs.
9. Services satisfactorily performed will be compensated on a monthly basis in accordance with the pricing sheet attached hereto as **Attachment A** and the following terms:
 - (a) Requests for payment shall be submitted not more often than monthly. Such requests shall be accompanied by a description of services that will itemize the services furnished pursuant to this Agreement and details of any expenses or other costs for which reimbursement is being sought. Payment will be made by City within thirty (30) days of an acceptable request for payment.
 - (b) The Local Government Prompt Payment Act as set forth in Part VII, Chapter 218, Florida Statutes applies to this Agreement and all payments and disputes regarding payments.
 - (c) Reasonable and necessary direct expenses, as authorized by and listed in Attachment A, will be reimbursed at Contractor's actual cost (no allowance for mark-up or surcharge). Documentation of expenses incurred shall be maintained and submitted with requests for payment.
10. The payment of progress payment or final payment by the City does not constitute approval or acceptance of that part of the work to which such payment relates nor does it relieve the Contractor of any of its obligations hereunder with respect hereto. The making of a payment, including final payment shall not constitute a waiver of claims by the City, including but not limited to claims arising from: (1) liens, claims, security interests or encumbrances arising out of this Agreement; (2) failure of the Work to comply with the requirements of this Agreement and its incorporated documents and state and local codes and requirements; (3) terms of warranties and all other post-final completion or obligations required by this Agreement and its incorporated documents and/or as a matter of law; (4) defects, deficiencies and/or failures in the Work; and (5) damages suffered directly or indirectly by the City caused by the Contractor's negligent performance under this Agreement.
11. Contractor MUST secure, pay the premiums for, and keep in force until the expiration of the contract and any renewal thereof:
 - Comprehensive liability insurance in the minimum amount of one million (\$1,000,000.00) dollars combined single limit for each occurrence of bodily injury and property damage.
 - Comprehensive Automobile Liability including owned, hired and non-owned automobile coverages in the minimum amount of \$300,000.00 for each occurrence of bodily injury and property damage.
 - Worker's Compensation (Including Employers Liability) as required by State law for all of contractor's employees engaged in work at City of Winter Garden

The Contractor's comprehensive liability insurance policy shall include City of Winter Garden as an additional insured upon request by the City. Such insurance policy shall be primary and non-contributory basis. A certificate of insurance and declaration sheet for the comprehensive liability insurance policy is required to be given to the City within two (2) business days of both parties signing the contract and before work commences.

The policy of insurance shall include the following statement:

“It is understood and agreed that the Contractor shall notify City of Winter Garden, in writing, thirty (30) days in advance of the effective date of any alterations in coverage or termination or cancellation of this policy.”

The proof of Contractor's coverage MUST be received by City prior to commencement of work. In the event a Contractor is using Subcontractors on the awarded project, all Subcontractors must have worker's compensation, liability and auto insurance or be covered under the policy of the Contractor. In the event that the awarded Contractor is a small entity, exempt from Worker's Compensation per Florida Statutes, the awarded Contractor will be responsible for any medical fees incurred in case of an accident involving the Subcontractors hired.

12. Contractor agrees to indemnify and hold harmless the City, its representatives, employees, agents, and elected and appointed officials, from all claims, judgments, damages, losses, injuries, and expense (including reasonable attorneys' fees, experts' fees and litigation costs incurred whether at the trial level or on appeal) arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the Contractor, its representatives, employees, agents, subcontractors, and other persons employed or utilized by the Contractor in the performance of any Work rendered under this Agreement. The maximum monetary limit of indemnification provided by the Contractor under this paragraph and other indemnifications contained within this Agreement hereunder is two million dollars (\$2,000,000.00) per occurrence, which the City and the Contractor agree bears a commercially reasonable relationship to this Agreement and the Work.
13. It is the express and bargained for intent of the parties that the risk of any monetary damages caused by any delay, impacts, utility conflicts, acceleration, disruption, resequencing, and interruptions described in this paragraph or any other delays shall be assumed entirely by the Contractor, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. The Contractor's sole remedy for any delay, impact, acceleration, resequencing, disruption, or interruption caused to the Work shall be an equitable extension of the time, and Contractor expressly waives any and all other remedies for any claim for increase in the compensation under this Agreement, damages, expenses, losses, or additional compensation other than those specified above.
14. IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY CONTRACTOR OR ANY THIRD PARTIES ARISING OUT OF THE AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE CONTRACTOR OR BY THE CITY UNDER THE AGREEMENT.

15. Contractor and its employees shall promptly observe, comply with, and execute the provision of any and all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, and orders which may pertain or apply to the Services that may be rendered hereto, or to the wages paid by the Contractor to its employees.
16. Contractor is responsible for all safety precautions necessary at the job site (wet floor signs, barricades, etc.).
17. Contractor(s) and Subcontractors, if applicable, are responsible for their behavior and professionalism while on the job site and must comply with all City' policies and regulations. Inappropriate dress and conduct will NOT be tolerated. City reserves the right to remove any Contractor or Subcontractor from City' work site which, in its sole judgment, feels does not represent and uphold the standards of City. The opinion of City shall be final.

Contractor may use properly licensed and qualified Subcontractors on the job site and must provide a written list of Subcontractor(s) to City, prior to commencement of work. Contractor is required to provide a US Taxpayer Identification Number (TIN), (a social security number or an employer identification number), on Form W-9 (US Persons), or the W-8 forms (Foreign Nationals).

City shall NOT, unless otherwise indicated in this document, provide a storage site for materials, supplies and tools. The awarded Contractor shall be responsible for transporting such items to and from the job site on a daily basis.

18. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.
19. If Contractor is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Contractor, Contractor shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Contractor's claim. City and the Contractor acknowledge that the "Florida False Claims Act" provides civil penalties not more than \$10,000.00 plus remedies for obtaining treble damages against contractors or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Contractor agrees to be bound by the provisions of the Florida False Claims Act for purposes of this Agreement.
20. Contractor shall not assign this Agreement in whole or in part, without the express written consent of City.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
22. As a condition precedent to the filing of any suit or other legal proceeding, the parties shall endeavor to resolve claims, disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if

selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until (i) the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or (ii) sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Orange County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The sole and exclusive venue for any litigation shall be in Orange County, Florida before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida.

23. Nothing contained in this Agreement shall be considered or deemed a waiver of the City's sovereign immunity protections. In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.
24. City shall consider the employment by Contractor of unauthorized aliens as a violation of section 274A (e) of the Immigration and Nationalization Act, as amended; and shall consider same to constitute a material breach of this Agreement. Moreover, Contractor by execution of this Agreement commits to use E-Verify to insure that all new hires and all employees (existing and new) who shall perform work under this Agreement are authorized to lawfully work in the United States. Contractor acknowledges that its use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the Contractor provides labor under this Agreement and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.
25. Public Records: Contractor acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, records in Contractor's possession relating to Project(s) and work performed for the City are subject to inspection and copy pursuant to Chapter 119, Florida Statutes, unless otherwise exempt, deemed confidential, or excepted by applicable law. Contractor shall comply with Chapter 119, Florida Statutes, and specifically with the "Contractor" requirements of Section 119.0701(2)(b), Florida Statutes concerning public records, which statutory requirements are hereby incorporated herein by this reference. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF WINTER GARDEN, ATTN: CITY CLERK, TELEPHONE: 407-656-4111, EMAIL: agrimage@cwgd.com; 300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787.**
26. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.

27. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.
28. Paragraph, section, and subsection headings are for the convenience of the Parties only and are not to be construed as part of this Agreement or utilized for interpretation purposes for this Agreement.
29. Contractor is an independent contractor and neither it nor its employees shall receive any tax withholdings, insurance or benefits from the City. Contractor will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other party.
30. Either party's express or implied waiver or election not to exercise any term, provision, or condition of this Agreement shall not be considered, construed, or interpreted as a waiver of strict compliance with that or any other term, condition, or provision of this Agreement in the future.
31. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be construed as an original agreement, but such counterparts shall together constitute one and the same instrument.
32. City and Contractor each represent that they have both shared and participated in the drafting of this Agreement and that no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute regarding the meaning, intention, or interpretation of this Agreement or any portion thereof.
33. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof unless expressly referred to herein. Modifications of or amendment to this Agreement shall only be made in writing signed by both Parties.
34. If any terms or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, to be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those 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.
35. No assignments by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. City and Contractor each binds themselves and their respective successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Agreement.

36. The Contractor agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. The Contractor hereby certifies that no officer, agent or employee of the City has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5% either directly or indirectly, in the business of the Contractor to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, Florida Statutes, the Contractor hereby agrees that monies received from the City pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

City of Winter Garden, a Florida municipal corporation

Authorized Signature

Authorized Vendor/Contractor Signature

City Manager

Title

Date

Date

SAMPLE FORM OF ATTACHMENT A

ATTACHMENT A

1. DESCRIPTION OF SERVICES:

“Will be referenced from Scope of work and general cleaning tasks”

2. Terms:

3. SCHEDULE:

The contractor shall commence performance of the services on or after _____, and Services shall be completed on or before _____.

4. FEE:

XXXX City shall compensate Contractor for successful performance of the services in the firm fixed price amount **(\$0,000.00)** -----
Cents, direct reimbursable expenses authorized by the City or department shall be appended to this Attachment.

RFP 26-002

JANITORIAL SERVICES

Attachment A – CONTRACT FOR SERVICES SCOPE OF WORK
Attachment B – DRUG FREE WORKPLACE FORM (Separate Attachment)
Attachment C – NON-COLLUSION AFFIDAVIT FORM (Separate Attachment)
Attachment D – AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE (Separate Attachment)
Attachment E – SIGNATURE SHEET (Separate Attachment)
Attachment F – PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS (Separate Attachment)
Attachment G – SWORN STATEMENT ON PUBLIC ENTITY CRIMES (Separate Attachment)
Attachment H – AFFADAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES
(Separate Attachment)

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DRUG-FREE WORKPLACE FORM

Attachment "B"

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 contract a copy of the Drug-Free statement.
4. Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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 this section.

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

(Authorized signature)

(Date)

NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT
Attachment "C"

STATE OF _____)

COUNTY OF _____), being duly sworn, deposes and says that:

(1) He/she is _____ of _____,
Title Firm/Company

the respondent that has submitted the attached response.

(2) He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.

(3) Such solicitation is genuine and is not a collusive or sham solicitation.

(4) Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Garden, Florida, or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Vendor or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

(Title) _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by,

_____, who is personally known to me or who has produced as

_____ identification and who did (did not) take an oath.

_____ (Signature of Notary Public)

_____ (Name of Notary Typed, Printed or Stamped)

_____ (Commission Number)

AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE

Attachment “D”

I, the duly authorized representative/agent of _____ hereinafter referred to as Contractor, by this Affidavit attest to the following:

The Contractor acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Contractor hereby affirms and agrees that Contractor is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Contractor shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security’s E-Verify System during the term of this Agreement. Contractor shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor’s current and prospective employees using the U.S. Department of Homeland Security’s E-Verify System. The Contractor shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Contractor shall be liable to the City for any costs incurred by the City as a result of the breach.

In accordance with § 837.06, Fla. Stat., Contractor acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in § 775.082 or § 775.083, Fla. Stat.

Contractor Name: _____

By: _____ Title: _____

Print: _____ Date: _____

SIGNATURE SHEET
Attachment "E"

I, the undersigned, do hereby agree to all terms and conditions listed within this formal solicitation, and will supply all labor and materials as required with this specification.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

ADDENDUM ACKNOWLEDGEMENT

The Vendor shall acknowledge obtaining all addenda issued to this formal solicitation from the City's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the response.

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(print/type name as signed above): _____

DATE: _____

PUBLIC RECORDS ACT/CHAPTER 119 REQUIREMENTS
Attachment “F”

Contractor/vendor agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. Contractor/vendor shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Contractor/vendor shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Contractor/vendor shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Contractor/vendor shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the contractor/vendor fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Contractor/vendor shall comply fully with the requirements of Florida Statutes 119.0701.

Contractor Name: _____

By: _____ Title: _____

Print: _____ Date: _____

Title: _____

SWORN STATEMENT

**ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a)
Attachment "G"**

1. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address

is _____ and

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

My name is _____ and my relationship to the entity named above is:

_____.

(Please print name of individual signing)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income- among persons when not for fair market value under an arm's length agreement,

shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

A) 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, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

B) 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, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

B3) The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Submitter's Name/Signature

Company

Date

Affidavit Regarding the Use of Coercion for Labor and Services

Attachment H

Vendor Name: _____

Vendor FEIN: _____

Vendor's
Authorized
Representative
Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Section §787.06(13), Florida Statute, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature: _____
(Authorized Signature)

Print Name and Title: _____ Date: _____