

**DESOTO COUNTY  
CUSTODIAL SERVICES**  
Bid # 24-16-00ITB

**THIS CONTRACT** is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as (“COUNTY”), whose address is 201 East Oak Street, Arcadia, Florida 34266, and Eco Clean Maintenance, Incorporated, a Corporation, authorized to do business in the State of Florida, hereinafter referred to as (“CONTRACTOR”), whose address is 515 W. Wrightwood Avenue, Elmhurst, IL 60126.

**WHEREAS**, the COUNTY desires to retain a CONTRACTOR for DeSoto County’s Custodial Services. All specific duties are listed within the Technical Specifications attached hereto by reference; and

**WHEREAS**, CONTRACTOR desires to render services described as the DeSoto County’s Custodial Services in accordance with the Technical Specifications and has the qualifications, experience, staff and resources to perform those services; and

**WHEREAS**, the COUNTY, through a competitive selection process conducted in accordance with the requirements of Florida law and County policy, has determined that it would be in the best interest of the COUNTY to award a Contract to the CONTRACTOR for the rendering of those services described in the Technical Specifications; and,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION 1.** The foregoing “Whereas” clauses are hereby incorporated by reference, affirmed, and ratified by the parties as true and correct.

**SECTION 2. EMPLOYMENT OF CONTRACTOR.** The COUNTY hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform the services set forth in the Technical Specifications.

**SECTION 3. THE COUNTY’S RESPONSIBILITY.** Except as provided in the Technical Specifications, the COUNTY’S responsibility are as follows:

- A. To provide, at the request of CONTRACTOR, existing data, plans reports, and other information in the COUNTY’S possession or under the COUNTY’S control which are necessary for the execution of the duties of the CONTRACTOR in the Technical Specifications; and to provide full information regarding

requirements of the Technical Specifications, including objectives, budget constraints, criteria and other requirements that exist at the time of signing of this Contract or which may develop during the execution of this Contract.

B. To give prompt written notice to CONTRACTOR if the COUNTY observes or otherwise becomes aware of any fault or defect in the Technical Specifications or non-conformance with the Contract requirements as stated herein.

C. To furnish required information, services, render approvals, and decisions as expeditiously as necessary for the orderly progress of CONTRACTOR'S services.

D. The COUNTY hereby designates the DeSoto County Facilities Director as Project Manager to act on the COUNTY'S behalf with respect to the Technical Specifications. The Project Manager shall have authority to transmit instructions, receive information, interpret and define COUNTY policies and decisions with respect to materials, elements and systems pertinent to CONTRACTOR'S services.

**SECTION 4. THE CONTRACTOR'S RESPONSIBILITY.** The CONTRACTOR'S duties and responsibilities are as follows:

A. The furnishing of all services, labor, material, equipment, tools, machinery, utilities, insurance and supplies necessary to perform the complete scope of services for Desoto County's Custodial Services. The Work shall be performed in accordance with specifications, terms and conditions of this Contract, which are more particularly described in the Technical Specifications.

B. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the services in accordance with the Technical Specifications. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of described services, unless otherwise provided in the Technical Specifications. CONTRACTOR shall be responsible to see that the finished Work complies strictly with the Technical Specifications.

C. The CONTRACTOR shall solely and without qualification be responsible for all methods and results, for use of equipment and personnel, for the safety of its employees and other persons, for the protection of public and private property, and

for the compliance with all Local, State and Federal laws and regulations in performance of the Work under this Contract. The COUNTY shall have no right to hire or fire, nor any power of supervision over the services, nor over use of equipment of personnel unless otherwise provided in the Contract Documents, nor the CONTRACTOR'S compliance with Local, State and Federal laws and regulations in performance of the Work under this Contract.

**SECTION 5. TIME OF PERFORMANCE.** The CONTRACTOR agrees to commence work immediately upon execution by both the COUNTY and CONTRACTOR and shall fully and completely perform the Scope of Services. Term of this Contract shall be for a TWO (2) year initial period. The Contract may be renewed at the same prices, terms, and conditions for up to THREE (3) additional one-year terms, if mutually agreed by both parties. All representations, indemnifications, warranties and guaranties of the CONTRACTOR made in, required by, or given in accordance with this Contract, as well as all continuing obligations of the CONTRACTOR indicated in this Contract, will survive final payment and termination or completion of this Contract.

**SECTION 6. COMPENSATION.** Compensation for the Scope of Services performed by CONTRACTOR shall be payable as follows:

A. The COUNTY shall pay an amount not to exceed **SIX THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS (\$6,856.00)** per month for Contract years 1 and 2 inclusive of all labor, supervision, equipment, required to provide janitorial cleaning services. Pricing for the third contract year, as well as any extensions exercised will be subject to escalation/de-escalation in accordance with the Producer Price Index published by the United States Bureau of Labor Statistics Consumer Price Index. In the case of a price escalation, said notification shall include the amount of the price escalation. If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the CONTRACTOR has not passed the decrease on to the COUNTY, the COUNTY reserves the right to place the CONTRACTOR in default, cancel the award, and remove the CONTRACTOR from the COUNTY'S Bidder's List for a period of time deemed suitable by the COUNTY.

Requests for any increase must be received in writing no later than **SIXTY (60) CALENDAR DAYS** prior to the end of the second contract year for the third

contract year and for each contract year thereafter if extensions are exercised.

The CONTRACTOR may submit invoices on a monthly basis for work completed each month.

B. CONTRACTOR shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The COUNTY reserves the right to withhold payment to CONTRACTOR for failure to perform the Work in accordance with the provisions of this Contract and the COUNTY shall promptly notify CONTRACTOR if any invoice or report is found to be unacceptable and will specify the reasons therefore.

C. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

**SECTION 7. DOCUMENTS.** The documents which comprise this Contract between the COUNTY and CONTRACTOR are attached hereto and made a part hereof and consist of the following:

- A. This Contract;**
- B. The Technical Specifications attached hereto as Exhibit "A";**
- C. General and Special Conditions attached hereto as Exhibit "B";**
- D. Bid Proposal Forms attached hereto as Exhibit "C".**

**SECTION 8. GENERAL CONSIDERATIONS.**

A. Subcontractors. Use of sub-contractors is not permitted in this Contract unless authorized in advance by the Facilities Director.

B. Public Records. CONTRACTOR shall allow public access to all documents, reports, papers, letters or other materials, subject to the provision of Chapter 119, Florida Statutes, prepared or received by CONTRACTOR in conjunction with this Contract.

C. Equal Employment and Non-Discrimination. In connection with the Work to

be performed under this Contract, CONTRACTOR agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity Statutes and Regulations.

D. Contract Assurance. The CONTRACTOR or Subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract.

E. Licenses and Certifications. The CONTRACTOR shall be properly certified and licensed; financially solvent; experienced in and competent to perform the required Work;

**SECTION 9. PROHIBITION AGAINST CONTINGENCY FEES.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, the COUNTY shall have the right to terminate this Contract without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 10. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT.** CONTRACTOR certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original Contract price and any additions thereto shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. CONTRACTOR represents that he has furnished a Public Entity Crimes Affidavit pursuant to Section 287.113, Florida Statutes.

**SECTION 11. INSURANCE.**

A. The CONTRACTOR shall provide and maintain such Commercial (Occurrence Form) or Comprehensive General Liability, Professional Liability, Workers Compensation and other insurance as is appropriate for the services being performed hereunder by CONTRACTOR, its employees or agents. The amounts

and types of insurance shall conform to the following minimum requirements:

**WORKERS' COMPENSATION:**

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

**COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:**

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising

**COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:**

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

**EVIDENCE OF INSURANCE:**

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and

Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

B. The required Certificates of Insurance not only shall name types of policies provided, but also shall refer specifically to this Contract. All the policies of insurance so required of CONTRACTOR, except workers compensation insurance, shall be endorsed to include as additional insures; the COUNTY, its officers, employees and agents

C. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the COUNTY, licensed to do business in the State of Florida and with a resident agent designated for the services of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. CONTRACTOR shall provide the COUNTY with financial information concerning any self-insurance funds insuring CONTRACTOR. At the COUNTY'S option, a Best's rating or Self-Insurance Fund financial information may be waived.

**SECTION 12. TERMINATION OF CONTRACT FOR DEFAULT.** The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONTRACTOR to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the CONTRACTOR

to meet any term of this Contract or related Exhibit, the COUNTY will notify the CONTRACTOR to advise the COUNTY of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the COUNTY'S Project Manager. Failure on the CONTRACTOR'S part to correct the default within the approved time period shall result in the Contract being terminated and the COUNTY notifying in writing the CONTRACTOR of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-contractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- Failure to begin the Work under this Contract within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior Work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Contract.
- Failure to comply with any of the terms of the Contract.
- Failure to pay sub-contractors or others pursuant to Work done under this Contract.

In the event of default, the CONTRACTOR shall pay any damages sustained by the COUNTY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the COUNTY after costs are claimed and allowed. All documents prepared by the CONTRACTOR in connection with this Contract will be the property of the COUNTY.

The COUNTY'S Project Manager shall authorize payment to the CONTRACTOR, the costs and expenses for Work performed by the CONTRACTOR prior to receipt of the Notice of Termination; however, the COUNTY may withhold from amounts due the CONTRACTOR such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONTRACTOR because of



the default.

**SECTION 13. TERMINATION FOR CONVENIENCE.** The COUNTY reserves the right to cancel this Contract by written notice to the CONTRACTOR effective the date specified in the Notice, for any of the following reasons:

- The COUNTY has determined that such cancellation will be in the best interest of the COUNTY.
- Funds are not available to cover the cost of the services. The COUNTY'S obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the CONTRACTOR specifying the reason for the Contract termination and when termination becomes effective.

The CONTRACTOR shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONTRACTOR will stop Work to the extent specified.

The COUNTY shall pay the CONTRACTOR under the following conditions:

- All costs and expenses incurred by the CONTRACTOR for work accepted by the COUNTY prior to the CONTRACTOR'S receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the CONTRACTOR shall not be allowed.

**SECTION 14. CONTROLLING LAW.**

A. This Contract is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Contract shall be in DeSoto County, Florida.

B. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party.

**SECTION 15. SUCCESSORS AND ASSIGNS.** The COUNTY and CONTRACTOR respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives with respect to all covenants of this Contract. Neither

the COUNTY nor CONTRACTOR shall assign or transfer any interest in this Contract without the written consent of the other.

**SECTION 16. EXTENT OF CONTRACT.**

A. This Contract represents the entire and integrated agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations or Contracts, either written or oral.

B. This Contract may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument and in accordance with County Policies.

**SECTION 17. INDEMNIFICATION OF THE COUNTY.** CONTRACTOR shall defend, indemnify and hold harmless the COUNTY and COUNTY'S officers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise, with exception of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of COUNTY, its officers in performance or non-performance of its obligations under the Contract. This clause shall survive the termination of this Contract with regards to the CONTRACTOR'S performance and obligations under the Contract. Compliance with any insurance requirements required elsewhere within this Contract shall not relive CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the COUNTY as set forth in this article of the Contract.

Nothing herein shall be construed to extend the COUNTY'S liability beyond that provided in Section 768.28, Florida Statutes.

**SECTION 18. INDEPENDENT CONTRACTOR.** Neither the COUNTY nor any of its employees shall have any control over the conduct of CONTRACTOR or any of CONTRACTOR'S employees, except as herein set forth. CONTRACTOR expressly warrants not to represent at any time or in any manner that CONTRACTOR or any of its agents, servants or employees are agents, servants or employees of the COUNTY. It is understood and agreed that CONTRACTOR is, and shall at all times remain as to the COUNTY, a wholly independent Contractor and the CONTRACTOR'S obligations to the COUNTY are solely as prescribed by this Contract.

**SECTION 19. SEVERABILITY.**

A. Nothing contained in the Contract shall create any contractual relationship

between the COUNTY, or any agent, consultant, or independent contractor employed by the COUNTY and any Subcontractor, Sub-subcontractor, Supplier or Vendor of the CONTRACTOR, but the COUNTY shall be entitled to performance of all obligations intended for its benefit, and to enforcement thereof.

B In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect; the invalidity, illegality, or unenforceability shall not affect any other provision and this Contract and shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

C. All representations, certifications, statements contained in CONTRACTOR'S bid submittal are true and accurate and are incorporated by reference herein.

**SECTION 20. NOTICES.** Any notices to be given under this Contract shall be given by the United States mail, addressed to CONTRACTOR at its address stated herein, and to the COUNTY at its address stated herein.

**[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Contract as of the \_\_\_\_\_ of \_\_\_\_\_, 2024.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
DESOTO COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mandy J. Hines  
County Administrator

By: \_\_\_\_\_  
J.C. Deriso  
Chairman

BoCC Approved: \_\_\_\_\_

Approved as to form and  
Legal sufficiency:

\_\_\_\_\_  
Valerie Vicente  
County Attorney

Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

**ECO CLEAN MAINTENANCE, INCORPORATED**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DESOTO COUNTY  
CUSTODIAL SERVICES  
TECHNICAL SPECIFICATIONS/SCOPE OF WORK  
24-16-00ITB**

**I. INTRODUCTION**

DeSoto County, Florida is requesting bids for janitorial cleaning services for the following DeSoto County locations for an initial two-year period, to commence upon Bid Award and issuance of Notice to Proceed with the possibility of three additional one-year renewals upon mutual consent.

Administration Center, 201 E. Oak St., Arcadia  
Courthouse Center, 115 E. Oak St., Arcadia  
Library, 125 N. Hillsborough Ave., Arcadia  
Agricultural Extension Center, 2150 N.E. Roan St., Arcadia  
Modular's three (3) 2160, 2170, 2180 N.E. Roan St., Arcadia  
Emergency Operations Center, 2200 N.E. Roan St., Arcadia  
Probation Department, 126 N. Hillsborough Ave., Arcadia

County reserves the right to negotiate additional facilities by Contract Amendment.

**II. GENERAL/BUILDING INFORMATION**

**A. Administration Center:**

The Administration Center is a two story building which is approximately 23,000 square feet. All rooms on the ground thru second floor will require cleaning with the exception of the Tax Collectors office.

Normal hours of operation are 8:00 a.m. to 5:00 p.m., Monday thru Friday. Contract services will not be required in the Administration Center on weekends or the holidays noted herein unless specifically requested. If requested, services will be done at the hourly rate included in your cost proposal. All cleaning services for the Administration Center will be performed after normal business hours.

**B. Courthouse Center:**

The Courthouse Center is a three story building with full operational basement. Total building is approximately 30,000 square feet. All rooms from the basement thru Third floor will require cleaning.

Normal hours of operation are 8:00 a.m. to 5:00 p.m., Monday thru Friday. Contract services will not be required in the Courthouse Center on weekends or the holidays noted herein unless specifically requested. If requested, services will be done at the hourly rate included in your cost proposal. All cleaning services for the Courthouse Center will be performed after normal business hours with the exception of the State Attorney's

Office. The State Attorney's Office does not allow unaccompanied access to their office, requiring all cleaning in this area to be performed prior to 5:00 p.m. Monday thru Friday.

**C. Library:**

The Library is a one story building which is approximately 9,200 square feet. All areas of the Library will require cleaning.

Normal hours of operation will be Tuesday thru Friday 9:00 a.m. to 6:00 p.m. and on Saturdays 9:00 am to 2:30 pm. Contract services will not be required in the Library on Sunday or Monday or the holidays noted herein unless specifically requested. If requested, services will be done at the hourly rate included in your cost proposal. All cleaning services for the Library will be performed after normal business hours.

**D. Agricultural Extension Center:**

The Agricultural Extension Center is one story building which is 7,000 square feet. All areas will require cleaning.

Normal hours of operation are 8:00 a.m. to 5:00 p.m., Monday thru Friday. Occasionally, there will be 4-H activities occurring evenings and weekends. Contract services will not be required in the Ag Extension Center on weekends or the holidays noted herein unless specifically requested. If requested, services will be done at the hourly rate included in your cost proposal. All cleaning services for the Agricultural Extension Center will be performed after normal business hours.

**E. Modular - (3):**

The Modular - three (3) buildings are located directly behind the Agricultural Extension Center and are approximately 4,400 combined square feet. All Modular's will require cleaning.

The offices are operated from 8:00 a.m. to 5:00 p.m., Monday thru Friday. Contract services will not be required in the Modular's on weekends or the holidays noted herein unless specifically requested. If requested, services will be done at the hourly rate included in your cost proposal. All cleaning services for the Modular's will be performed after normal business hours.

**F. Emergency Operations Center:**

The Emergency Operations Center is a one story building and is 3,800 square feet. All areas will require cleaning.

Normal hours of operation are 8:00 a.m. to 5:00 p.m., Monday thru Friday. In the event of emergency activation this building will be used as the main activity center. There will be different staffing levels based on the severity of the event which will require different levels of service. Contract services

will not be required in the Emergency Operations Center on weekends or the holidays noted herein unless specifically requested. If requested, services will be done at the hourly rate included in your cost proposal. All cleaning services for the Emergency Operations Center will be performed after normal business hours.

**G. Probation Department:**

The Probation Department is a one story building and is 1600 square feet. All areas will require cleaning.

The offices are operated from 8:00 a.m. to 5:00 p.m., Monday thru Friday. Contract services will not be required in the Probation Department on weekends or the holidays noted herein unless specifically requested. If requested, services will be done at the hourly rate included in your cost proposal. All cleaning services for the Probation Department will be performed after normal business hours.

**II. Scope of Services**

**A. General Services Required:**

Contractor shall furnish all labor, supervision, and equipment required to maintain a clean, sanitary and safe environment in the buildings listed in this bid.

The tasks and frequencies listed in Exhibit A (Task Lists, definitions and frequency) are meant to serve as the minimum criteria for services provided, and may or may not be sufficient to present a consistent clean appearance. As the intent of this Contract is to ensure a clean working environment, appearances and functions as outlined in Exhibit A will be used to evaluate Contract performance. The list of services provided herein is not intended to be exhaustive; however, it is expressly agreed that any additional tasks not specified, but necessary to ensure the proper cleaning and maintenance of the buildings to a high standard of cleanliness, shall be included and performed as if explicitly detailed in this contract.

During bad or inclement weather, the Facilities Department may install additional floor mats to give a cleaner appearance to the building. The Contractor, following established cleaning specifications and standards, shall maintain the additional mats.

**Note:** Whenever the word “clean” is used in the Exhibits, it is understood to mean scrub, wash, dust, damp clean, scrape, vacuum, clean or polish, as necessary, to bring the area or item cleaned to a condition free of dust, dirt or stains satisfactory to the Department. Cleaning is to be accomplished by hand and/or power tools using cloth, steel wool, scrub brushes with abrasive powders, soaps, detergents, cleaners, solvent, bleaches, ammonia liquid and paste polishes, etc.

Where the work “strip” is used, it shall mean the process prescribed by the manufacturer of the floor finish being used for removing the existing floor finish and to prepare the floor tile to receive new floor finish. Normally, floor striping requires the use of one or more of the following: Power floor scrubbing machines, scouring pads, brushes, rags, mops, etc. with an approved material, in combination with the proper amount of water to satisfactorily remove all old floor finish, dust, dirt, grease stains and wax.

**B. Work Schedule:**

Work schedules will be established to meet the daily demands based on the work schedule of the building occupants. When possible, Contractor will be given a one-week notice of changes in hours that may necessitate changes in daily demand. A schedule of hours/days for each building will be mutually agreed upon with the successful contractor.

In the event the Contractor has a personnel shortage, permission must be authorized to work beyond the agreed upon hours or weekends to achieve the minimum daily hours required by this Contract.

**C. Extra Work:**

Work not considered to be routine, not done on a regular schedule and not considered elsewhere in this document and/or Exhibits A or B, shall be considered extra work. This type of work may only be done at the request of the Facilities Director. Extra work and project cleaning shall be performed at the hourly rate quoted by the Contractor. The Facilities Director, in consultation with the Contractor, will determine the number of hours and the schedule required to accomplish the requested tasks. This could include but is not limited to emergency cleaning, construction cleanup, etc.

**1. Strip/Seal/Refinish VCT, Ceramic Tile and Marble:**

All work of this type will be done after normal working hours unless otherwise agreed upon. All floors are to be stripped, sealed and refinished with equipment furnished and maintained, in accordance with the schedule in Exhibit A. These areas are also to be mopped daily and continually maintained with high speed buffing, a minimum once a week or as often as needed to maintain a high quality appearance. This item may be subcontracted. All equipment must be furnished and maintained by the Contractor or Subcontractor. These services are to be included in the monthly billing charge.

**2. Carpet Cleaning:**

All work of this type will be done after normal working hours unless otherwise agreed upon. This type of work may only be done at the request of the Facilities Director. Extra work and project cleaning shall be performed at the hourly rate quoted by the Contractor. The Facilities Director, in consultation with the Contractor, will determine



the number of hours and the schedule required to accomplish the requested tasks. All equipment must be furnished and maintained by the Contractor

**3. Special or Emergency Cleaning:**

Special or Emergency Cleaning – When directed by the Facilities Director to clean any area required for a special occasion, or made necessary by an emergency or mishap at any of the locations listed in this bid, the Contractor shall furnish all labor and supervision as required to fill the order.

**4. Trash Removal:**

Each location will have a designated area for trash collection with a dumpster or other container. The Contractor is to empty all individual trash containers in offices and rest rooms daily, replace the liners provided by the County, and then remove the trash to the main trash collection locations.

**5. Glass/Window Cleaning:**

All regular inside windows, door glass (including sills), and partition glass must be cleaned in each location by the Contractor. The cost for interior window cleaning services is to be included in the monthly billing cost.

**III. Security**

**Employee Lists and Personnel Changes**

The Contractor must submit a complete list of employees assigned to each location to the Facilities Director no later than five (5) days prior to the start of the Contract, unless otherwise agreed. DeSoto County must be notified immediately of any personnel changes to ensure prompt removal from the security system. If the Contractor subcontracts any services under this agreement, the subcontractor is also required to submit a complete list of employees to the Facilities Director.

**Background Checks**

The Contractor is responsible for conducting background checks on all personnel at the Contractor's expense prior to any work for the County, and annually thereafter. The Contractor must confirm in writing, prior to the Contract commencement date and no later than October 1st of each succeeding year, that background checks have been completed. The Contractor shall not employ any personnel whose background check reveals disqualifying factors. This requirement applies to replacement personnel as well. If services are subcontracted, the subcontractor must also conduct background checks. DeSoto County reserves the right to request background check results and may conduct its own background checks if necessary.

**Building Security**

Due to the sensitive nature of work conducted in the facilities, the Contractor and all personnel must comply with all security measures provided by the Facilities Director. The Contractor is responsible for training all employees, both on-site and off-site, on security protocols specific to the facilities.

### **ID Cards and Keys**

Contractor staff must arrange with the Facilities Director to obtain picture ID cards. Staff assigned to the Courthouse Center will be issued security access cards for access to required areas, while for other buildings, keys will be issued to applicable staff. The Contractor's supervisor will sign for keys and be responsible for their distribution and proper supervision.

### **Lost ID Cards or Keys**

The Contractor must report any lost or misplaced ID cards or keys to the Facilities Director within 24 hours. If a staff member is no longer working in County buildings, the Contractor must collect and return their ID cards to the Facilities Director within 24 hours.

### **Access Restrictions**

Contractor's staff shall not:

1. Bring firearms, knives, or prohibited weapons/contraband into the building.
2. Loan out keys to unauthorized persons.
3. Permit access to anyone without the proper authority.
4. Use emergency exits unless in an emergency.
5. Provide access to others through emergency exits.
6. Block any secured doors.

Unauthorized individuals, including friends, visitors, or family members, are not permitted on County property. Unauthorized personnel on site may result in contract termination. Neither the Contractor nor its employees shall grant access to any part of the building or grounds without prior approval from the Facilities Director or their designee.

### **Personnel Removal and Disputes**

The Facilities Director has the authority to request the removal of any personnel who fail to comply with these requirements. All such decisions are final. A request for removal does not constitute an order to discipline or terminate an employee. The Contractor retains sole discretion over employee discipline and is responsible for any disputes with its employees, including but not limited to discrimination, harassment, or wrongful termination claims. The County shall be held harmless in all such matters.

## **IV. Contractor's Responsibilities**

The Contractor must provide a Supervisor who shall ensure that:

1. Contractor's employees wear a distinctive uniform. All uniforms shall

be the same for all employees and must be different in both design and color, from those worn by County employees.

2. Contractor's employees that appear to be under the influence of alcohol or drugs shall not be permitted into the building.
3. Loud or boisterous conduct is prohibited.
4. Contractor's employees will not use or tamper with office machines, equipment, and agency employees' personal property at any time.
5. Contractor's employees will not open desk drawers, cabinets, or refrigerators at any time.
6. Contractor's employees will not use agency telephones at any time unless work related or for an emergency.
7. Contractor's employees always wear County issued ID/Access cards at all times during work hours.

**Note:** The Contract Supervisor must be able to verbally communicate in the English language and in whatever language the working staff speaks so that a complete level of understanding of the work to be performed is achieved.

## **V. Items Requiring Repair:**

Contractor's employees shall report daily, through their supervisors, all conditions requiring attention of the County, such as broken fixtures, broken dispensers, leaking pipes, defective electrical equipment, etc. Unusual conditions shall also be reported daily, such as unlocked doors, non-routine occupancy, etc.

### **A. Equipment:**

Any equipment provided for use in any County Building may be stored onsite. The Facilities Director will designate space in each building as requested for all equipment supplied by the Contractor. It will remain the Contractor's responsibility to ensure proper function and condition of equipment regardless of where it is stored. All equipment being utilized must be designated for commercial use. The equipment must be maintained in good operating condition ensuring optimal cleaning result and in sufficient quantities to adequately perform all services, and available to the Contractor employees at all times. All equipment must be OSHA certified and/or meet all OSHA requirements.

**Contractors are to list what type and age of equipment will be provided to accomplish the above, with their response.**

### **B. Supplies:**

The County will provide the following supplies for the Contractor:

1. Toilet tissue.
2. Paper towels (including kitchenette areas).
3. Soap for dispenser.
4. Trash liners.
5. Bathroom air fresheners.

The Contractor will provide the following supplies:

1. Dusting supplies
2. Vacuums and vacuum bags
3. Any equipment needed to strip, seal and refinish VCT, Ceramic Tile and Marble flooring. If subcontracted, it will be the Subcontractors responsibility to provide and maintain this equipment.
4. Mops, mop heads, mop buckets
5. Chemicals (must be approved by Facilities Director in advance)
6. Material Safety Data Sheets for all approved materials and chemicals
7. Cleaning rags
8. Any and all supplies/materials used to clean areas/objects outlined in Scope of Work.

The Contractor shall be responsible for servicing all dispensers of such supplies on a daily basis (or per cleaning schedule) using the County furnished supplies.

Shelves, walls and janitorial carts shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue. Supplies and equipment stored shall also be free of dust and soil, and organized neatly. Utility Sinks shall be kept visibly clean and free of residue and soap film. Storage area floors shall be swept and moped clean, free of dust, dried-soil, gum, spots, stains and debris.

#### **VI. Performance Monitoring/ Inspection Reports:**

The Contractor is responsible for providing Inspection and Performance logs for each location, which County staff will use to note areas not cleaned according to the Contract or any other issues observed and reported during normal business hours. The Contractor's staff should review this log each time they arrive for cleaning, address any noted issues, and record the date and time of resolution on the performance log. The Contractor's supervisor must review these logs at least once a week to ensure issues are being promptly addressed. The Contractor is required to submit the Inspection and Performance logs to the Facilities Director by Friday afternoon each week. The Facilities Director will designate a specific location for these submissions.

Additionally, the Contractor's supervisor will conduct weekly inspections of the buildings covered by this Contract.

#### **VII. Damage to County Property:**

The Contractor shall report to the Department, without delay, any and all damage to the County's buildings, equipment, furnishings or property caused by an act or omission of the Contractor, its employees and/or sub-contractors employees. The County will repair/replace or contract for repair/replacement services and all costs will borne by the Contractor. If replacement is required, Contractor will reimburse the County for all replacement costs with no deductions.

**VIII. Contract Provisions:**

The following provisions apply to each building included in the Contract:

**No later than FIVE DAYS prior to Commencement:**

The Contractor will be required to submit to the Facilities Director a complete list of employees that will be used for each location no later than two days prior to the start of the Contract unless otherwise mutually agreed.

**Within ONE WEEK after Commencement:**

The Contractor is to schedule and begin a detailed cleaning of each of the buildings they are awarded. After this detailed cleaning is completed, a walk through is to be scheduled with the Facilities Director to establish a baseline standard of cleanliness by which the Contractor will be judged throughout the term of this Contract. The Contractor is to provide a Janitorial Cleaning Services Inspection and Performance Log which will be used to document this initial inspection, and all future inspections, itemizing areas requiring improvement.

**Holidays:**

Unless otherwise noted, contract services are not required on the following DeSoto County holidays:

New Year's Day	Martin Luther King Jr. Day	Presidents Day
Good Friday	Memorial Day	*Juneteenth
Independence Day	Labor Day	*Rash Hashanah
*Yorm Kippur	Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving	Christmas Eve
Christmas Day	*Day after Christmas	

*\*Holidays marked with an asterisk (\*) apply only to the Courthouse Center, while all other listed holidays apply to both the Courthouse Center and County buildings.*

DeSoto County will supply the Contractor, annually, with the exact dates offices are closed for the holidays.

**IX. Term, Pricing and Payment:**

**Term:**

The initial term of this Contract shall be effective for a period of two (2) years, commencing on issuance of Notice to Proceed. Continuation beyond year two of the initial Contract period is contingent upon satisfactory performance in the prior years as well as available funding. The Contract may be extended after the initial two-year term for three one-year periods at the discretion of the County.

**Pricing:**

Vendors are to provide a firm fixed price per month for Contract years 1 and 2 inclusive of all labor, supervision, equipment, required to provide janitorial cleaning services. Pricing for the third contract year, as well as any extensions exercised will be subject to escalation/de-escalation in accordance with the Producer Price

Index published by the United States Bureau of Labor Statistics Consumer Price Index. In the case of a price escalation, said notification shall include the amount of the price escalation. If, at the point of exercising the price escalation provision, market media indicators show that the prices have decreased, and that the Contractor has not passed the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County's Bidder's List for a period of time deemed suitable by the County.

Requests for any increase must be received in writing no later than Sixty (60) days of the 2nd contract year for the 3<sup>rd</sup> contract year and for each contract year thereafter if extensions are exercised.

**Payment:**

Contractor shall invoice the department monthly for services rendered under the provisions of this Contract. A separate invoice is required for the Courthouse Center and Library, all other buildings can be billed together. All invoices will be sent to and processed by the Facility Director.

Invoicing after each month's service shall be no later than the 10th of the month following the work period and must include the Purchase Order Number, the cost per month and the building location. Extra work or project cleaning shall be itemized on the invoice.

**X. Pre-Bid Meeting/Site Tour:**

There will be a **MANDATORY** Pre-Bid meeting scheduled for this Invitation to Bid. If any Bidders would like to visit each of the listed sites after the meeting the DeSoto County's Facilities Director, Harry Akins, Jr., will schedule a tour. All questions garnered from these site visits must be submitted in writing to the Purchasing Department.

**XI. Qualifications:**

Firms must be in business for a minimum of four (4) years. Firms must have experience in similar cleaning services to a facility of not less than 25,000 square feet and have experience with cleaning administrative office facilities. Firms must have all the necessary equipment, organizational capacity and technical competence necessary to complete the services defined herein. The County reserves the right to make a site visit to verify ability to comply.

**SUBCONTRACTORS:**

Use of sub-contractors will only be permitted in this Contract to perform the stripping, sealing and refinishing of VCT, Ceramic Tile and Marble floors throughout County Buildings. Any Subcontractor must perform the same security clearances and background checks as all of the other Contractor's employees.

# Exhibit A

## Housekeeping Task List and Definitions

Item / Description	Tasks	Frequency
<b>Baseboards</b> – They shall appear visibly and uniformly clean. Floors and carpets shall have edges and borders vacuumed to be free of dust, soil, and other debris. Edge areas shall appear visibly and uniformly clean.	<b>Dust</b>	<b>Bi-Weekly</b>
<b>Bright work</b> – Bright metal surfaces shall be cleaned, de-scaled and polished to a high shine. This shall include the elimination of polish residue and/or film.	<b>Polish</b>	<b>Daily</b>
<b>Carpets</b> – Vacuum, spot clean all carpets to maintain a uniformly clean appearance.	<b>Vacuum &amp; Spot Clean</b>	<b>Daily</b>
<b>Counters and cabinet faces-</b> Shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.	<b>Clean &amp; Disinfect</b>	<b>Daily</b>
<b>Dispensers / Hardware</b> – Dispensers shall be refilled when required with proper expendable supply items, which the County will supply. Shall be free of dust, soil, bacteria and scale without causing damage. Surfaces and bright work shall appear visibly and uniformly clean, disinfected and polished to a streak-free shine. This shall include the elimination of polish residue.	<b>Refill, damp wipe &amp; disinfect</b>	<b>Daily</b>
<b>Door &amp; window frames &amp; window sills</b> – Shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.	<b>Dust &amp; Spot Clean</b>	<b>Monthly</b>
<b>Dusting</b> –All ledges, furniture, ceilings, vents, registers, and other surface areas shall be free of dust and soil without damaging surfaces. They shall appear visibly and uniformly clean. Cob webs knocked down when necessary.	<b>Dust</b>	<b>Monthly</b>
<b>Elevator</b> – Door tracks shall be free of dirt and debris, and appear visibly clean. This shall include the elimination of standing water from wet cleaning procedures and cleaning of the cab and bright surfaces. Dusting of overhead cab lighting if necessary.	<b>Clean/Vacuum</b>	<b>Weekly</b>
<b>Fire extinguisher cabinets</b> – Shall be free of dust, soil, scale and water spots.	<b>Damp wipe</b>	<b>Monthly</b>
<b>Floors VCT &amp; Marble</b> – Floors are to be dust mopped and wet mopped.	<b>Dust &amp; wet mop</b>	<b>Daily</b>
<b>Floors VCT, Ceramic Tile &amp; Marble</b> – Floors are to be stripped and waxed	<b>Waxed</b>	<b>Bi-Annually</b>
<b>Floor Tile ceramic</b> – Floors, cove base, tile grout, corners and thresholds shall appear visibly and uniformly clean, free of dust, soil, gum, spots, stains and other debris. This shall include the elimination of cleaner residue and dried-slurry.	<b>Sweep, wet mop &amp; scrub</b>	<b>Daily</b>
<b>Glass surfaces</b> Shall be free of dust and soil without causing damage. They shall appear visibly and uniformly clean. This shall include the elimination of streaks, film and cleaner residue.	<b>Clean</b>	<b>Daily</b>
<b>Housekeeping equipment and storage areas</b> – Shelves, walls and janitorial carts shall be free of dust, dried-soil and soil. They shall appear visibly and uniformly clean. This shall include the elimination of film, streaks and cleaner residue. Supplies and equipment stored shall also be free of dust and soil, and organized, neatly. Utility Sinks shall be kept visibly clean and free of residue and soap film. Floors shall be swept and mopped clean, free of dust, dried-soil, gum, spots, stains and debris.	<b>Clean</b>	<b>Daily</b>

<b>Mats</b> – Shall be free of spots, stains, gum, dirt and debris. They shall appear visibly and uniformly clean. Adjoining walls, doors and floor surfaces shall also be free of dust, soil and cleaner residue.	<b>Vacuum</b>	<b>Daily</b>
<b>Mirrors</b> – Shall be free of dust and soil. Mirrors and surrounding metal framework shall appear streak-free, film-free and uniformly clean.	<b>Clean</b>	<b>Daily</b>
<b>Railings in halls and stairwells</b> – Shall be free of dust, dried-soil and soil without causing damage. These surfaces shall appear visibly and uniformly clean. This shall include the elimination of film, streaks, lint, standing water, cleaner residue or film.	<b>Damp wipe</b>	<b>Weekly</b>
<b>Restroom Partitions/ Walls/ Doors</b> – Shall be free of dust, soil, spots and graffiti. Partitions shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks and film.	<b>Damp wipe &amp; Disinfect</b>	<b>Daily</b>
<b>Sinks / Showers</b> – Shall be free of dust, bacteria, soil, cleaner residue and soap film without causing damage. They shall appear visibly and uniformly clean, and polished-dry. This shall include the elimination of streaks, embedded soil, film and water spots.	<b>Clean &amp; Disinfect</b>	<b>Daily</b>
<b>Steps and Landings</b> – Shall be free of dust, dried soil, gum, stains and debris. This shall include risers and cover bases. These surfaces shall appear uniformly smooth and clean without leaving dust streaks, lint, standing water, cleaner residue or film.	<b>Sweep, Spot Clean</b>	<b>Daily</b>
<b>Toilet bowls and Urinals</b> – Toilets, toilet seats and urinals shall be free of dust, bacteria, soil, organic matter, cleaner residue and scale without causing damage. These fixtures shall appear visibly and uniformly clean, disinfected and polished-dry. This shall include the elimination of streaks, film and water spots.	<b>Clean &amp; Disinfect</b>	<b>Daily</b>
<b>Interior Waste Containers</b> – Contents shall be removed from waste containers and can liners replaced as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of any offensive odor emitting from the container.	<b>Empty, Clean &amp; Disinfect</b>	<b>Daily</b>
<b>Exterior Waste Containers</b> – Contents shall be removed from waste containers and can liners replaced as required. Inside and outside of the container shall be cleaned and disinfected. Containers shall appear visibly and uniformly clean. This shall include the elimination of streaks, food-stuff and the presence of any offensive odor emitting from the container.	<b>Empty, Clean &amp; Disinfect</b>	<b>Daily</b>

**Note: All cleaning frequencies represent minimum standards and should be performed as needed between scheduled cleanings. If cleaning is not performed as required, a deduction will be made from the rate for each day the cleaning is missed, until the issue is resolved and the required cleaning is completed.**



## GENERAL CONDITIONS

### **BIDDER: To insure acceptance of the bid, follow these instructions**

1. **ACCEPTANCE:** Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Contractor.
2. **AMENDMENTS:** No amendment, modification or supplement to the Contract shall be binding unless it is in writing and signed by an authorized representative of both parties.
3. **APPLICABLE LAW:** This Contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the Courts of the State of Florida.
4. **ASSIGNMENT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County. Assignment or transfer of the resulting Contract without written consent of the County may be construed by the County as a breach of contract sufficient to cancel this Contract at the discretion of the County.
5. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon availability of funding. Furthermore, during the contract period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such Contract after providing the Vendor no less than twenty-four (24) hours written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Contractor for any authorized goods or services provided prior to the Contractor's receipt of the aforesaid termination notice.
6. **AWARD:** It is the intent of the County to award a Contract to the lowest responsive and responsible Bidder, provided that the low bid does not exceed the funds available.
7. **BID BOND:** In submitting this sealed bid it is understood that the right is reserved by the DeSoto County Board of County Commissioners to reject any or all bids. It is agreed that this Bid may not be withdrawn for ninety (90) days from opening. Bids which are withdrawn will result in forfeiture of the bid bond, if any.
8. **CONTRACTOR OBLIGATIONS:** Contractor agrees to perform and complete the service described in the solicitation in accordance with the work requirements of this Contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the work. The

County may consider lack of competent capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.

- +6. COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Contract and there are no promises or understandings other than those stated herein, and that any prior negotiations between the County and Contractor or terms or conditions of sales set forth in the Contractor's quotation or order or sales acknowledgement shall not constitute a part of the Contract between the County and Contractor concerning this purchase. The term "Contract" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 10. COMPLIANCE:** A submission of a bid shall constitute an incontrovertible representation by a Bidder that the Bidder has complied with every requirement herein, and that without exception the bid is premised upon performing the work required by the Contract Documents with such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 11. COMPLIANCE WITH LAWS:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
- 12. CONDITION:** It is understood and agreed that any item offered or shipped as a result of this solicitation shall be the latest model in current production and shall be of good quality, workmanship and material. All containers shall be suitable for storage or shipment; and all prices shall include standard commercial packaging. By signing the Bid Form the Bidder represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified.
- 13. CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of DeSoto County. Further, all Bidders must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder's firm or any of its branches.

- 14. CHANGE ORDERS:** A Change Order is a written order to the Contractor signed by the County or their authorized agent issued after the execution of the Contract, authorizing a change in the Project or the method or manner of performance, an adjustment in the Contract Price and/or Completion Date. Each adjustment in the Contract Price resulting from a Change Order shall require a revised Cost Breakdown signed by the County and the Contractor, resulting in the revised Contract Price upon acceptance of the Change Order.

The County shall have the right of make changes in the drawings, design, or specifications if within the general scope of the Contract. All such Changes in the Project Contract Price and/or Completion Date shall be authorized by Change Order issued by the County and will be adjusted accordingly and executed by the County and Contractor before proceeding with any changes in the Contract.

The Contractor must submit a request for Change Order for any work outside the contracted scope BEFORE the work is performed. The Contractor may only receive additional payment for work outside the contracted scope if a written Change Order is fully executed by the County prior to the work being performed. Any work performed without an approved Change Order will not be paid for by the County.

The County has assigned the following authority levels for Change Order dollar amounts and Contract Time extensions. The County Administrator or Delegate may approve all Change Orders less than Twenty-Five Thousand dollars (\$25,000.00). All Change Orders which exceed Twenty-Five Thousand dollars (\$25,000.00) require approval by the Board of County Commissioners. In cases where a change order requires board action, the review period is subject to the BOCC schedule.

If there is a dispute between the County and Contractor as to whether an instruction or directive constitutes a change, it is specifically agreed that neither Contractor's performance nor County's direction shall:

- A. Prejudice either party's rights to claim that such directive does or does not constitute a change.
- B. Limit the amount, if any, of adjustment in the Contract price called for by such change.
- C. Serve to determine whether or to what extent the Contractor is entitled to additional time for performance under the Contract.

If any such change caused an increase or decrease in the cost of, or the time required for the performance of any part of the work there under, an equitable adjustment shall be made to the Contract price or performance schedule.

- 15. CONTRACTOR'S OWN FORCES:** No more than seventy-five percent (75%) of the dollar value of the total contract work may be accomplished by subcontractors.

Balance of the work must be accomplished by successful Bidder's own forces. Each Bidder must furnish with its Bid Form, a list of the items it proposes to subcontract and the estimated cost of these items.

- 16. DELAYS AND EXTENSION OF TIME:** The Contractor shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Contractor to an extension of time in which to complete the work, which shall be determined by the County, provided that the Contractor will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Contractor's sole and exclusive remedy for all claims for delay, including delays attributable to breach of Contract or tort. However, the Contract Time will NOT be extended past the completion date stipulated in the County's Grant Agreement, if there is a Grant associated with the Work.

If any emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this solicitation, the County reserves the right to acquire from other sources any products/services during any suspension of delivery.

- 17. DIRECT PURCHASE:** The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's solicitations in order to recover applicable sales tax on these purchase orders.
- 18. DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the DeSoto County Board of County Commissioners shall be final.
- 19. DISQUALIFICATION:** More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. If the County believes the Bidder is interested in more than one bid for the work contemplated, all bids in which such Bidder is interested in shall be rejected. If the County believes collusion exists among Bidders, all bids shall be rejected.
- 20. DOCUMENT CONFLICTS:** In the event of inconsistency between the Drawings and Specifications or within either the Drawings or Specifications not clarified by addendum, the better quality or the greater quantity of work shall be provided in accordance with the COUNTY'S interpretation.
- 21. ERROR IN EXTENSION:** If the unit price and the extension price are at variance, the unit price shall prevail.

- 22. E-VERIFY:** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Contractor during the term of this Contract in which the Contractor performs employment duties within Florida. This verification requirement extends to all persons, including subcontractors, utilized, hired, contracted or assigned by the Contractor to perform work pursuant to this Contract.
- 23. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:** It is the responsibility of each Bidder before submitting a bid to:
- A) Examine the Contract Documents thoroughly,
  - B) Visit the site to become more familiar with local conditions that may affect cost, progress or performance of the work,
  - C) Consider Federal, State and local Laws and Regulations that may affect cost, progress or performance of the work,
  - D) Study and carefully correlate the Bidder's observations with the Contract Documents and,
  - E) Notify the County of all conflicts, errors, or discrepancies in the Contract Documents.

The Contractor shall verify and familiarize themselves with the lands upon which the work is to be performed identified in the Contract Documents.

- 24. FAILURE TO PERFORM:** If, during the term of the Contract, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:
- A) Obtain the goods or services from another Contractor; and/or
  - B) Terminate the Contract; and/or
  - C) Suspend the Contractor from bidding for a period of up to 24 months.
- 25. INCURRED COST:** DeSoto County is not liable for any cost incurred by the Contractor prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Bidder and shall not be chargeable in any manner to DeSoto County.
- 26. INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless the County and all of County's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor, its officers, agents or employees in performance or non-performance of its obligations under the Contract. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the

receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract. Compliance with any insurance requirements required elsewhere within this Contract shall not relive Contractor of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract.

27. **INFORMALITIES AND IRREGULARITIES:** The County has the right to waive minor defects or violations of a bid from exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for the County to properly evaluate the bid, the County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.
28. **INSPECTION:** All goods and services shall be subject to inspection and approval by the County at all reasonable times. Any goods and services rejected by the County shall be promptly repaired or replaced at Contractor's expense. Any and all costs incurred by the County in connection with the return of Services rejected by the County as defective shall be at Contractor's risk and expense.
29. **INSURANCE:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Contract, insurance coverage provided by a (a) company(s) licensed to conduct business in the State of Florida acceptable to the County with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Conditions.

If any insurance should be cancelled or changed by the insured or expire during the period of its bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to maintain continuous coverage during the life of the award.

30. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Bidder will no way be cause for relief from responsibility.
31. **LICENSE/CERTIFICATIONS:** The successful Contractor will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to bid award. The Bidder shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of the work. The Bidder shall provide its occupation license number and expiration date.

- 32. LIENS:** Before the final draw is payable, Contractor must furnish a sworn statement that all sums due for services, material or labor on the project have been paid in full. If the County receives any Notice to Owner on this Project, then in addition to the requirements set forth above, Contractor shall at the time of each draw furnish a partial waiver of lien from all subcontractors, material or labor providers, and at the time of the final draw shall furnish a final waiver of lien for each such subcontractor, material or labor provider; as a condition precedent to receiving any payment from the County. Contractor shall indemnify the County and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of Contractor under this Contract; or the negligence of the Contractor in the performance of its duties under this Contract, or any act or omission on part of the Contractor, his agents, employees, or servants.

The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Purchasing Officer, to indemnify the County against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the County all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

- 33. LIQUIDATED DAMAGES:** For all Contracts, regardless of whether the Contract time is stipulated in calendar days or working days, the County will count default days in calendar days. If the Contractor or, in case of his default, the Surety, fails to complete the work within the time stipulated in the Contract, or within such extra time that the County may have granted the Contractor or, in case of his default, the Surety shall pay to the County, not as a penalty, but as liquidated damages, the following amounts according to Contractor's Bid amount:

\$50,000.00 - \$100.00 per calendar day.

\$50,000.00 to \$500,000.00 - \$250.00 per calendar day.

\$500,000.00 to 1 Million - \$500.00 per calendar day.

Over 1 Million - \$1,000.00 per calendar day.

The County has the right to apply, as payment on such liquidated damages, any money the County owes the Contractor.

The County does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the Contract Time including granted time extension.

In case of default of the Contract and completion of the work by the County, the Contractor and his Surety are liable for the liquidated damages under the Contract, but the County will not charge liquidated damages for any delay in the final completion of the County's performance of the work due to any unreasonable action or delay on the part of the County.

The County considers the Contract complete when the Contractor has completed all work and the County has accepted the work. The County will then release the Contractor from further obligation except as set forth in his bond, if any.

34. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Contractor expressly waives venue in any other location.
35. **LOCAL PREFERENCE POLICY:** DeSoto County has recently adopted a Local Preference Policy. A brief explanation and Affidavit is included in this Invitation to Bid. This Affidavit must be included in your Bid Packet to claim Local Preference. To review the complete Policy, you can access the information at [www.desotobocc.com/administration/purchasing](http://www.desotobocc.com/administration/purchasing).
36. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
37. **NONCONFORMING TERMS AND CONDITIONS:** A bid response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as nonresponsive. The County reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to determination by the County of non-responsiveness based on the submission of nonconforming terms and conditions.
38. **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the contract period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
39. **OPERATION DURING DISPUTE:** In the event the County has not cancelled the Contract in accordance with the terms of the Contract, and there remains a dispute with the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.
40. **PAYMENT TERMS:** Contractor shall prepare and submit to the Board of County Commissioners for approval, invoices for the services rendered under this Contract. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218, Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the



right to withhold payment to Contractor for failure to perform the work in accordance with the provisions of this Contract and the County shall promptly notify Contractor if any invoice or report is found to be unacceptable and will specify the reasons.

41. **PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the bid opening date.
42. **PERMITS:** The Contractor will secure and pay for all permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the work, which are applicable at the time of the solicitation. When such charges are normally made by the County and when so stated in the Contract Documents, there will be no charges to the Contractor. The County shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor will also pay all public utility charges.
43. **PRE-BID MEETING:** If the Contract Documents state the Pre-Bid Meeting is MANDATORY, you must attend this meeting. No Bids will be accepted if you do not attend.
44. **PUBLIC RECORDS REQUESTS:**

IF THE CONTRACTOR [CONSULTANT] HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S [CONSULTANT'S] DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT THE DESOTO COUNTY ADMINISTRATION BUILDING, 201 EAST OAK STREET, ARCADIA, FLORIDA 34266 (863) 993-4800.

  - a. Contractor [Consultant] must keep and maintain all public records required by the Agency in order to perform services under this Contract.
  - b. Upon request from the Agency's custodian of public records, Contractor [Consultant] shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - c. Contractor [Consultant] shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor [Consultant] does not transfer the records to the Agency.

d. Upon completion of the contract, Contractor [Consultant] shall transfer, at no cost, to the Agency all public records in the possession of the Contractor [Consultant], or keep and maintain public records required by the Agency to perform the service under this contract. If the Contractor [Consultant] transfers all public records to the Agency upon completion of the contract, the Contractor [Consultant] shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor [Consultant] keeps and maintains public records upon completion of the contract, the Contractor [Consultant] shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

- 45. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible for the execution of its own requirements with the awarded Contractor.
- 46. RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the County.
- 47. RIGHT TO REJECT:** The DeSoto County Board of County Commissioners' reserves the right to reject any and all bids not deemed to be in the best interest of the County, or to accept that bid which appears to be the lowest most responsible bid which may not be in the best interest of the County. The County reserves the right to waive any and all informalities or reject any or all bids or any part of any bid. The County also reserves the right to award or eliminate any portion of the bid.
- 48. SAFETY AND PROTECTION:** The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:
- A) All employees on the work site and other persons, who may be affected thereby,
  - B) All the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
  - C) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement on roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

D) The Contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

**49. SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

**50. STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:** The Bidder is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the successful Bidder comply with it in all respects prior to and during the term of the Contract.

**51. SUBMITTALS:** All Submittals, Employee Background Checks, ID's Project Schedule and any other pertinent information, if required of the project, must be provided by the awarded Contractor at the Project Kick-off Meeting or Notice to Proceed will not be issued. If the awarded Contractor fails to provide this information in a timely manner, the County will consider failure to provide these materials, grounds for Termination by Default.

**52. TERMINATION FOR CONVENIENCE:** The performance of work under the Contract may be terminated by the County in whole or in part whenever the County determines that termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written Notice of Termination at least ten (10) days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the Notice of Termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontractors; and settle all outstanding liabilities and claims.

**53. TERMINATION FOR DEFAULT:** The County shall be the sole judge of nonperformance, which shall include any failure on the part of the Contractor to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated. Upon default by the Contractor to meet any term of this Contract or related Exhibit, the County will notify the Contractor to advise the County of its plan for corrective action to remedy the default within three (3) days (weekends and holidays excluded). The corrective action plan must be accepted by the County. Failure on the Contractor's part to correct the default

within the approved time period shall result in the Contract being terminated and the County, notifying in writing the Contractor of the effective date of the termination. The following shall constitute an act of default:

- Failure to perform the Work required under the Contract and/or within the time required or failing to use the sub-contractors, entities, and personnel as identified and set forth, and to the degree specified in the Contract.
- Failure to begin the Work under this Contract within the time specified.
- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Contract.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Contract.
- Failure to comply with any of the terms of the Contract.
- Failure to pay sub-contractors or others pursuant to Work done under this Contract.

In the event of default, the Contractor shall pay any damages sustained by the County including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the County after costs are claimed and allowed. All documents prepared by the Contractor in connection with this Contract will be the property of the County.

The County Project Manager shall authorize payment to the Contractor, the costs and expenses for Work performed by the Contractor prior to receipt of the notice of termination; however, the County may withhold from amounts due the Contractor such sums as the Administrative Services Director deems to be necessary to protect the County against loss caused by the Contractor because of the default.

- 54. VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from the Contractors personnel which are assigned by a person designated as authorized to bind the company will be recognized by the County as duly authorized expressions on behalf of the company.
- 55. WARRANTY CLAUSE:** A warranty is a guarantee of the integrity of a product and of the manufacturers' responsibility for the repair or placement. All manufacturer warranties are to be transferred to the County before final acceptance.

**61. WORK HOURS:** Work Hours will be determined by the Facilities Director and the awarded Contractor. All work must be performed Monday through Friday unless otherwise approved in advance.

**NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

## **SPECIAL CONDITIONS**

### **1.INSURANCE REQUIREMENTS:**

#### **WORKERS' COMPENSATION:**

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

#### **COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:**

Contractor shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.

#### **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:**

Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

#### **EVIDENCE OF INSURANCE:**

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County

shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

2. The Bidder's timely response under the terms of this Contract is paramount. The unavailability of the low bidder (depending on the urgency of the County's needs) may result in the award/project being authorized for the next low bidder.

**3. Work must begin no later than 10 days after the issuance of a Notice to Proceed, unless otherwise provided.**

4. The County may terminate this Contract at its convenience within 10 days advance written notice to the Contractor.

5. It is the responsibility of the bidder to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid. Any questions relative to interpretation of requirements, scope of services or bid process shall be addressed in writing as indicated below. No inquiries, if received within seven (7) days of the date set for the opening of bids, will be given consideration. **Oral answers will not be authoritative.**

6. DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Commercial General Liability and Commercial Automobile Liability. DeSoto County is to be named insured as DeSoto County Board of County Commissioners. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30 day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.

7. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to commencement. **For the purpose of identification, when submitting insurance, the bid name and number must be included on the certificate.**

**8. CONTRACTOR AND COUNTY DEFINED.**

As used in these specifications, the term "CONTRACTOR" refers to Seller and the term "COUNTY" refers to Purchaser, as defined in the terms and conditions applicable to

this Contract. All person acting for Contractor, such as employees, subcontractors, and agents of the Contractor are included in the meaning of Contractor.

**9. CONTRACTOR OBLIGATIONS.**

Contractor agrees to perform and complete the service described in the Bid Documents in accordance with the work requirements of this Contract and attached exhibits. Contractor shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Contractor are essential to the satisfactory performance of the work. The County may consider lack of competent and capable supervision as grounds to reject a bid or terminate this Contract. An experienced, qualified supervisor should have approximately two years of experience doing the type of work requested in this Bid and one-year of experience supervising crews doing the type of work requested in this Bid. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.

**10. ADDITIONAL INFORMATION.**

Questions about the Contract and Technical portions of the bid must be submitted in writing to the person listed below. Bidders are cautioned that any statements made by the Contract and technical contact person that materially change any portion of the bid document shall not be relied upon unless subsequently ratified by a formal written addendum to the bid document. To find out whether the County intends to issue an addendum, contact the person listed below. No contract or technical question will be accepted after seven (7) day prior to the date set for bid opening

Direct inquires to:

Cindy Talamantez, CPPB, CPPO  
Purchasing Director  
DeSoto County Board of County Commissioners  
201 East Oak Street, Suite 203  
Arcadia, Florida 34266  
863-993-4816 Office  
863-993-4819 Fax  
[c.talamantez@desotobocc.com](mailto:c.talamantez@desotobocc.com)



**DESOTO COUNTY BID FORM  
CUSTODIAL SERVICES  
24-16-00ITB**

	<b>RATES / COSTS</b>
<b>Hourly Rate for Supervision</b> <small>(Rate will be used for additional work requests outside the Scope of Work)</small>	\$27.00
<b>Hourly Rate for General Cleaning</b> <small>(Rate will be used for additional work requests outside the Scope of Work)</small>	\$22.00
<b>Cost Per Square Foot for Additional Floor Refinishing</b> <small>(over and above that which is requested in Exhibit A)</small>	\$0.60
<b>Cost Per Square Foot for Carpet Extraction</b>	\$0.20
<b>SITES:</b>	
<b>Total Monthly Cost for Administration Center</b>	\$1,715
<b>Total Monthly Cost for Courthouse Center</b>	\$2,574
<b>Total Monthly Cost for Library</b>	\$857
<b>Total Monthly Cost for Agricultural Extension Center</b>	\$643
<b>Total Monthly Cost for (3) Modular Units</b>	\$427
<b>Total Monthly Cost for Emergency Operations Center</b>	\$427
<b>Total Monthly Cost for Probation Department</b>	\$213
<b>Monthly Cost Grand Total (all 7 sites)</b>	\$6,856
<b>Annual Cost Grand Total (all 7 sites x 12 months)</b>	\$82,272

Company Name: **Eco Clean Maintenance, Inc.**

Contact Name: **Arkadiusz Grabowski**

Address: **515 W. Wrightwood Ave.**

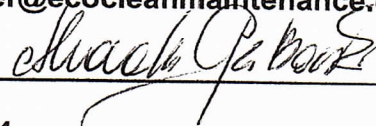
City & State: **Elmhurst, IL**

Phone: **773-463-2601**

Fax: **773-930-3353**

E-mail: **dmeyer@ecocleanmaintenance.com**

SIGNATURE: \_\_\_\_\_



DATE: **9/24/24**

*This official bid form must be completed and used in submitting bid.  
The Board reserves the right to accept or reject all bids, or any parts thereof.*

# STATEMENT OF NO BID/SUBMITTAL

DeSoto County Purchasing Department  
201 East Oak Street, Suite 203  
Arcadia, Florida 34266

\*\*\*\*\*

If you **do not** intend to submit a bid on this service, please return this form to the above address immediately or fax to 863-993-4819.

We the undersigned have declined to submit a bid on the requested service:  
**ITB NO. 24-16-00ITB, DeSoto County Custodial Services**, for the following reason(s):

- Insufficient time to respond to the Invitation to Bid.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet specifications.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this service.
- Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

## BIDDERS CHECKLIST

Bids will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with bid.

Completely Executed Bid Package (original and one (1) copy)

Bid Proposal Form

Qualifications Statement Form

Hold Harmless Form

Drug Free Workplace Form

Public Entity Crimes Form

Non-Collusion Affidavit

Human Trafficking Affidavit

E-Verify Affidavit

N/A Local Preference Affidavit (If Applicable)

## QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**  
ADDRESS: **201 E. OAK STREET, SUITE 203**  
**ARCADIA, FLORIDA 34266**

CIRCLE ONE

SUBMITTED BY: **Eco Clean Maintenance, Inc.**

Corporation

NAME: **Arkadiusz Grabowski**

Partnership

ADDRESS: **2615 Scarlet Way, Naples, FL 34120**

Individual

PRINCIPAL OFFICE: **515 W. Wrightwood Ave., Elmhurst, IL 60126**

Joint Venture

Other

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1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: **Eco Clean Maintenance, Inc.**

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The address of the principal place of business is: **515 W. Wrightwood Ave., Elmhurst, IL**

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2. If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: **December 12<sup>th</sup>, 2008**
- b. State of Incorporation: **Illinois**
- c. President's name: **Arkadiusz Grabowski**
- d. Vice President's name: **Arkadiusz Grabowski**
- e. Secretary's name: **Arkadiusz Grabowski**
- f. Treasurer: **Arkadiusz Grabowski**
- g. Name and address of Resident Agent: **Arkadiusz Grabowski**

**2615 Scarlet Way, Naples, FL 34120**

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: \_\_\_\_\_
- b. Name, address and ownership units of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. **N/A**

6. How many years has your organization been in business under its present business name?

**Over 15 years**

- a. Under what other former names has your organization operated?  
**None**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration. **Please see attached**

\_\_\_\_\_

8. Have you personally inspected the site of the proposed work?

Yes   X                        No \_\_\_\_\_

9. Did you attend the MANDATORY Pre-Bid Conference? Yes   X   No \_\_\_\_\_

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why? **No**

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11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully. **No**

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12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
Please see "References" attachment			Email
			Telephone
			Email
			Telephone
			Email
			Telephone

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

**Please see "Key Personnel" attachment**

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14. State the name of the individual who will have personal supervision of the services:

Sam Jerominski

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

x Magdalena Stopyra  
SIGNATURE

State of Florida  
County of Collier

On this the 12 day of September 2024, before me, the undersigned Notary Public of the State of Florida, personally appeared Magdalena Stopyra and  
(Name(s) of individual(s) who appeared before Notary)

whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Jennifer Carringer  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

Jennifer Carringer  
(Name of Notary Public: Print, stamp, or type as commissioned.)



JENNIFER CARRINGER  
Commission # HW 081884  
Expires January 19, 2025  
Bonded Thru Budget Notary Services

Personally known to me, or

Produced identification:

DID take the oath, or

DID NOT take the oath.

## HOLD HARMLESS

Contractor/Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor/Consultant and other persons employed by or utilized by Contractor/Consultant in their performance under this Agreement.

**Type of Organization (Please Check One):**  Individual Ownership  Joint Venture  
 Partnership  Corporation

**Name of Bidding Firm:**

Eco Clean Maintenance, Inc.

**Mailing Address:**

515 W. Wrightwood Ave., Elmhurst, IL 60126

**Location Address:**

515 W. Wrightwood Ave., Elmhurst, IL 60126

**City & State:** Elmhurst, IL

**ZIP:** 60126

**Telephone:** 773-616-9009

**Fax Number:** 773-930-3353

**Name/Title of person authorized to bind the Company:**

Arkadiusz Grabowski/President

**Signature of person authorized to bind the Company:**



**Date:** 9/24/24



## DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that **Eco Clean Maintenance, Inc.** (name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 firm complies fully with the above requirements.

Signature: \_\_\_\_\_

Dated: **9/24/24**

**SWORN STATEMENT UNDER SECTION 287.133(3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida  
COUNTY OF Collier

Before me, the undersigned, personally appeared who, being by me first duly sworn, made the following statement:

1. The business address of Eco Clean Maintenance, Inc.  
[Name of firm]

is 515 W. Wrightwood Ave., Elmhurst, IL 60126

2. My relationship to Eco Clean Maintenance, Inc.  
[Name of firm]

is Sales Representative  
[Relationship, such as sole proprietor, partner, president, vice president]

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "conviction" is defined by the statute to mean 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. ~~There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_.~~

A copy of the order of the Division of Administrative Hearings is attached to this statement.

[Draw a line through paragraph 7 if paragraph 6 above applies.]

x Magdalena Stopyra  
SIGNATURE

State of Florida  
County of Collier

On this the 12 day of September, 2024, before me, the undersigned Notary Public of the State of Florida, personally appeared Magdalena Stopyra and (Name(s) of individual(s) who appeared before Notary) whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Jennifer Carringer  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

Jennifer Carringer  
(Name of Notary Public: Print, stamp, or type as commissioned.)



JENNIFER CARRINGER  
Commission # HM 081884  
Expires January 19, 2025  
Bonded Thru Budget Notary Services

Personally known to me, or

Produced identification:

DID take the oath, or

DID NOT take the oath.

## NON-COLLUSION AFFIDAVIT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS
None	

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

**AFFIDAVIT**

STATE OF FLORIDA, COUNTY OF Collier

**BEFORE ME, the undersigned authority, personally came and appeared,**

MARGDALENA STOPYRA, who after being duly sworn, deposed and said that he is the fully authorized Sales Representative of Eco Clean Maintenance, Inc

(hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly

employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT  
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 12 DAY OF September, 2024. NOTARY PUBLIC

AFFIANT

Company Name: Eco Clean Maintenance, Inc.

Address: 515 W. Wrightwood Ave., Elmhurst, IL 60126

Phone Number: 773-616-9009

x Signature: Magdalena Stopyra

NON-COLLUSION AFFIDAVIT IN THE STATE OF  
Florida IN THE COUNTY OF  
Collier

being first duly sworn, on oath, says that the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this 12 day of September, 2024 NOTARY PUBLIC in and for the State of Florida

Signature

Seal

Jennifer Carringer



JENNIFER CARRINGER  
Commission # HM 081884  
Expires January 19, 2025  
Bonded Thru Budget Notary Services

**HUMAN TRAFFICKING AFFIDAVIT  
SECTION 787.06, FLORIDA STATUTES**

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
Magdalena Stopyra, whom after being duly sworn, deposes and states:

(Affiant)

1. My name is Magdalena Stopyra and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with Eco Clean Maintenance, Inc., a non-governmental entity. I am authorized to provide this affidavit on behalf of Eco Clean Maintenance, Inc.

3. The non-governmental entity, Eco Clean Maintenance, Inc., does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

September 12, 2024

x Magdalena Stopyra  
(Affiant)

STATE OF FLORIDA  
COUNTY OF Collier

Sworn to and subscribed before me by means of  physical presence or  online notarization, this September 12, 2024 by Magdalena Stopyra on behalf of Eco Clean Maintenance Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.



JENNIFER CARRINGER  
Commission # HW 081884  
Expires January 19, 2025  
Bonded Thru Budget Notary Services

Jennifer Carringer  
Notary Public

Name (Printed) Jennifer Carringer

My commission expires January 19, 2025

(Printed typed or stamped Commissioned name of Notary Public)

**DESOTO COUNTY**  
**CONTRACTOR/CONSULTANT/VENDOR**  
**E-VERIFY AFFIDAVIT**

STATE OF Florida

COUNTY OF Collier

BEFORE ME, the undersigned authority, appeared Magdalena Stopyra, who first being duly sworn hereby swears or affirms as follows:

1. I make this affidavit on personal knowledge.
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the Sales Representative of  
*(Title)*

Eco Clean Maintenance, Inc.  
*(The "Contractor/Consultant/Vendor")*

4. I am authorized by Eco Clean Maintenance, Inc. to make this Affidavit on behalf of Contractor/Consultant/Vendor.
5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with DeSoto County.
9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.
12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

x Magdalena Stopyra  
 Signature of Affiant  
 on behalf of Contractor/Vendor

By: Magdalena Stopyra  
 As its: Sales Representative  
 Dated: 9/12/24

STATE OF Florida  
 COUNTY OF Collier

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 12 day of September, 2024, by Magdalena Stopyra, on behalf of ECO Clean Maintenance, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification.



JENNIFER CARRINGER  
 Commission # HW 081884  
 Expires January 19, 2025  
 Bonded Thru Budget Notary Services

Jennifer Carringer  
 (Signature)  
 Print Name: Jennifer Carringer  
 Notary Public of the State of Florida

My Commission Expires:





**DeSoto County Board of County Commissioners**  
**Administrative Services Department**  
201 East Oak Street, Suite 203  
Arcadia, Florida 34266  
PH: 863-993-4816 Fax: 863-993-4819

## **LOCAL VENDOR PREFERENCE QUALIFICATIONS**

Pursuant to DeSoto County Purchasing Policy Section 21, a local bidder whose bid is within 5% of the lowest bid shall be allowed an opportunity to match the lowest bid amount when evaluating bids for supplies, equipment, materials, and services. Consideration will be given for ranking of RFP's and RFQ's pursuant to Section 21.2.3 of the policy. In order to qualify for this preference, a vendor must meet all of the following criteria:

1. The local business shall have established a place of business within DeSoto County at least one (1) year prior to publication of the bid documents.
2. Local bidders must possess a valid Local Business Tax Certificate, which has been issued by the DeSoto County Planning and Zoning Department, issued at least one (1) year prior to the advertisement of bids. If renewal is not with one (1) year, evidence of the prior year is required.

Bidders claiming local vendor preference for any Bid, Price Quote, or RFP must submit an Affidavit of Eligibility (see next page) with their bid or quote response, unless an approved affidavit is already on file. Submit completed affidavits via mail or fax to the following location:

DeSoto County Purchasing  
201 East Oak Street, Suite 203  
Arcadia, FL. 34266  
Fax: 863-993-4819

For questions or assistance relating to the County's local vendor preference policy, call us at 863-993-4816.



**DeSoto County Board of County Commissioners**  
**Administrative Services Department**  
 201 East Oak Street, Suite 203  
 Arcadia, Florida 34266  
 PH: 863-993-4816 Fax: 863-993-4819

**LOCAL VENDOR PREFERENCE**  
**STATEMENT OF QUALIFICATIONS**

*Complete all areas below. Incomplete forms may be rejected. Submit by mail or fax to the above address.*

1. LEGAL NAME OF BUSINESS: \_\_\_\_\_

MAILING ADDRESS	PHYSICAL ADDRESS (if different)

2. Year your business was established: \_\_\_\_\_

3. Local Business Tax Number: \_\_\_\_\_ Issued by: \_\_\_\_\_

4. Enter the Company Name and Address as it appears on permit:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Does your business have more than one office in the State of Florida?  
 Yes \_\_\_\_\_ No \_\_\_\_\_ If so, List: \_\_\_\_\_

6. Was the local business required to pay business and/or real property tax for the most recent tax year?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

\*\*\*\*\*

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on DeSoto County products and services.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_ Phone: \_\_\_\_\_

**LOCAL PREFERENCE POLICY  
AFFIDAVIT OF ELIGIBILITY**

A. Authorized Representative

I, [name] \_\_\_\_\_, am the [title] \_\_\_\_\_  
and the duly authorized representative of:  
[name of business] \_\_\_\_\_ and that I  
possess direct personal knowledge to make informed responses to these certifications and  
the legal authority to make this Affidavit on behalf of the business for which I am acting on  
behalf of.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale  
of goods and/or services and has a physical place of business in DeSoto County. The  
physical address of the location, which meets the above criteria, is:

\_\_\_\_\_  
Initial \_\_\_\_\_

C. Business History: I certify that business operations have been handled at the above physical  
location for at least one (1) year and began on [date] \_\_\_\_\_ Initial  
\_\_\_\_\_

D. Fees and Taxes: I certify that this business is not delinquent in the payment of fees,  
assessments, taxes to any governmental unit or taxing authority within DeSoto County, with  
the exception of those, which are the subject of a legal current appeal. [Initial] \_\_\_\_\_

*Each of the above certifications is required to meet the qualification of "Local Business" under  
the DeSoto County Procurement Policy.*

\_\_\_\_\_  
Signature of Affiant

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
(name of person making statement).

(Notary Seal) Signature of Notary: \_\_\_\_\_

Name of Notary (typed or printed) \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

**Submit executed copy to DeSoto County Purchasing, 201 E Oak St., Suite 203, Arcadia, FL  
34266**

**DESOTO COUNTY  
Custodial Services  
24-16-00ITB  
Addendum # 1**

**1. Questions:**

Q1: Could you please provide the current contract value and the name of the incumbent service provider for the Desoto County Custodial contract?

**A1: Greenscape Enterprises, Inc. dba Boro Building & Property Maintenance, \$85,795.20 yearly.**

Q2: Can you provide the current cleaning staffing levels for each facility?

**A2: Administrative Building & Library facilities has one staff member that does both facilities. The Courthouse facility has two staff members. The Probation, Agricultural Extension, 3 Modular Units, and Emergency Operations Center has two staff members.**

Q3: Have there been any deductions or penalties assessed under this contract in the past 12 months? If so, could you specify the deficiencies that led to them and the total monetary amount deducted?

**A3: There has been no deduction or penalties in the past 12 months.**

Q4: The IFB references bonding requirements in several sections, but it does not clarify whether a bid bond or performance bond is required. Could you confirm if either is mandatory and, if so, what the required bond amounts are?

**A4: No Bonds of any kind will be required.**

Q5: Could the County provide a map or addresses for all the buildings listed as required locations for cleaning services under this contract?

**A5: Please review the Technical Specifications / Scope of Work on page 22.**

Q6: How many instances of additional cleaning or extra work have been authorized and completed in the past 12 months? Could you also provide a breakdown of the total dollar amount associated with these additional services?

**A6: There has been no additional cleaning or extra work authorized or completed the past 12 months**

Q7: What is the incumbent service provider's company name?

**A7: Please refer to A1 on this Addendum.**

Q8: Please provide the current cost or a 'how-to obtain' the existing incumbent pricing with a breakdown of cost per location.

**A8: All locations per month cost:**

**Administrative Building: \$1994.00**

**Courthouse: \$2592.00**

**Library: \$756.00**

**Agricultural Extension: \$702.00**

**3 Modular Units: \$583.20**

**Emergency Operations Center: \$356.40**

**Probation: \$216.00**

Q9: Do you have a not-to-exceed budget that you can share?

**A9: A not-to-exceed budget isn't available for disclosure at the moment.**

Q10: Approximately how many restrooms are to be cleaned in each location, and are there any shower stalls or workout facilities to be cleaned?

**A10: Administrative Building: 7 restrooms, no shower stalls or workout facilities.**

**Courthouse: 8 restrooms, no shower stalls or workout facilities.**

**Library: 4 restrooms no shower stalls or workout facilities.**

**Agricultural Extension: 4 restrooms, no shower stalls or workout facilities.**

**3 Modular Units: 3 restrooms no shower stalls or workout facilities.**

**Emergency Operations Center: 2 restrooms, 1 shower stall, and no workout facilities.**

**Probation: 2 restrooms, no shower stalls or workout facilities.**

Q11: Do you provide consumables such as toilet paper, hand soap, etc.? If not, can we exclude consumables from cost pricing and offer them on a cost-plus-handling fee basis?

**A11: Please review the Technical Specifications / Scope of Work on Pages 28-29 of the Bid Packet.**

Q12: Living Wage Requirement: Does this contract require the contractor to pay a living wage to the employees?

**A12: Awarded Contractor must comply with all State and Federal labor laws.**

Q13: Day Porter Services: Is the provision of day porters required for any of the facilities mentioned in the contract?

**A13: Please review the Technical Specifications / Scope of Work on Pages 22-24 of the Bid Packet.**

## **2. Additional Information:**

- **Due to a scheduling conflict, the Mandatory Pre-Bid meeting will be held in the 1<sup>st</sup> Floor Boardroom at 10:30AM on September 19, 2024.**
- **Please disregard the reference to 'Exhibit B' in the Table of Contents in the original Bid Packet; it was included in error, and no such exhibit exists. We apologize for the oversight.**

**DESOTO COUNTY  
Custodial Services  
24-16-00ITB  
Addendum # 1**

**Addendum # 1 dated this 17<sup>th</sup> day of September 2024.**

  
\_\_\_\_\_  
Cindy Talamantez, CPPO, CPPB, Purchasing Director

**Bidders receipt of Addendum # 1 by:**

**Signature:**   
\_\_\_\_\_

**Company:** Eco Clean Maintenance, Inc.  
\_\_\_\_\_

**Date:** 10/2/24  
\_\_\_\_\_

**DESOTO COUNTY  
Custodial Services  
24-16-00ITB  
Addendum # 2**

**Addendum # 2 dated this 30<sup>th</sup> day of September 2024.**

  
\_\_\_\_\_  
**Cindy Talamantez, CPPO, CPPB, Purchasing Director**

**Bidders receipt of Addendum # 2 by:**

**Signature:** *Dylan Meyer*\_\_\_\_\_

**Company:** Eco Clean Maintenance, Inc.\_\_\_\_\_

**Date:** 10/2/24\_\_\_\_\_



## **REFERENCES**

### **Will County Office of the County Executive**

302 N. Chicago Street Ave., Joliet, IL 60432

Phone/Email: (779) 702-1500/alaveille@willcounty.gov

Contact: Alan LaVeille

Job Description: Daily Cleaning of Offices, Facilities, Sheriff's Complex, Health Dept., Courthouse, Porter Services (19 buildings in all)

Contract Period: December 2016- Present (extended/renewed)

Buildings Size: 600,000 sq. ft.

### **City of Elmhurst**

209 N. York St, Elmhurst, IL 60126

Phone/Email: (630) 530-3019/ larry.p@elmhurst.org

Contact: Larry Paruszkiewicz

Job Description: Daily Cleaning of City Hall, PD, Public Works, Water Plant, Museum & Metra

Contract Period: June 2021-Present

Buildings Size: 150,000 sq. ft.

### **City of Woodstock**

121 W. Calhoun Street, Woodstock, IL 60098

Phone/Email: (815) 482-4456/jczyszczon@woodstockil.gov

Contact: Joe Czyszczon

Job Description: Daily Cleaning of Offices, Facilities, Library, Opera House, Public Works, City Hall

Contract Period: October 2020-Present (extended/renewed)

Buildings Size: 130,000 sq. ft.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation  
ECO-CLEAN MAINTENANCE INC.

### Filing Information

<b>Document Number</b>	F24000003323
<b>FEI/EIN Number</b>	26-3910500
<b>Date Filed</b>	06/17/2024
<b>State</b>	IL
<b>Status</b>	ACTIVE

### Principal Address

515 W WRIGHTWOOD AVE  
ELMHURST, IL 60126

### Mailing Address

515 W WRIGHTWOOD AVE  
ELMHURST, IL 60126

### Registered Agent Name & Address

GRANOWSKI, ARKADIUSZ  
2615 SCARLET WAY  
NAPLES, FL 34120

### Officer/Director Detail

#### **Name & Address**

Title DPST

GRABOWSKI, ARKADIUSZ  
515 W WRIGHTWOOD AVE  
ELMHURST, IL 60126

Title VP

GRABOWSKI, ARKADIUSZ  
515 W WRIGHTWOOD AVE  
ELMHURST, IL 60126

### Annual Reports

**No Annual Reports Filed**

## **Key Personnel**

Sam Jerominski will be assigned to your facilities as the Operations Manager and Lead Supervisor. With over 12 years of industry experience, including 8 years with Eco Clean Maintenance, Inc., Sam brings a wealth of expertise. His responsibilities include monitoring service levels, evaluating staff performance, and facilitating communication between the Client and the cleaning crew. Sam will also submit quality assurance reports, maintain the logbook, and has full authority to make decisions regarding personnel, scheduling, and disciplinary actions on behalf of the company.

Dylan Meyer will serve as the Account Manager for this contract. He will oversee all contractual obligations and act as your primary customer service representative. Dylan has 13 years of experience in account management and over 15 years in customer service, with 7 years at Eco Clean Maintenance, Inc. He will ensure ongoing communication between the Client and our supervisory staff, ensuring all needs are met. Dylan is readily available via phone or email for any inquiries or concerns.

Eric Grabowski, the owner of Eco Clean Maintenance, Inc., brings over 20 years of experience in the commercial cleaning industry. Eric will assist as an additional Account Manager, working closely with both Dylan and Sam to ensure the Client's expectations are consistently met throughout the contract. The Client will have access to Eric's personal cell phone and email, with 24/7 availability. He is also available for in-person meetings upon request.

Agnes Grabowski, with over 10 years of experience, oversees Human Resources and Accounts Receivable. Her primary interaction with the Client will be through sending monthly invoices and processing payments. Agnes will also play a key role in the hiring and training of employees to ensure high service standards.

# ECO-CLEAN MAINTENANCE, INC.

## I. COMPANY BACKGROUND

Eco-Clean Maintenance, Inc. has been engaged in the contracting business under the present name for over 15 years. It is a corporation established on December 12, 2008 in State of Illinois. The Company's Owner/President, Eric Grabowski has over 25 years of experience in commercial cleaning business.

### COMPANY INFORMATION:

Eco-Clean Maintenance, Inc.

Attn.: Eric Grabowski

Phone: 773-310-2002

515 W. Wrightwood Ave.

Elmhurst, IL 60126

### Florida Office

2615 Scarlet Way

Naples, FL 34120

Currently we employ 102 full and part-time janitorial staff members and 13 support staff members. Our Company's Safety Supervisors are responsible for training of the new as well as the existing employees on a regular basis. Moreover, in order to provide our clients with the best quality of services, our supervisors are also required to complete the follow-up training every 6 months during their employment.

In Eco-Clean Maintenance, Inc. we believe that from major construction projects to daily commercial cleaning is of the utmost importance in maintaining a professional business facility. Therefore, our cleaning abilities are limitless: from post-construction projects to regular daily office cleaning. We utilize the latest in state-of-the-art equipment as well as products including but not limited to 3M, Rubbermaid, Johnson Diversey, and Spartan. Our commercial cleaning services include: carpet cleaning, window cleaning, power washing, tiles and grout, post-construction cleanup, and 24-hour emergency service.

*QUALITY CONTROL AND EXCELLENT ON PREMISES SUPERVISION* are only two of a long list of reasons that separate us from our competition.

In Eco-Clean Maintenance, Inc. we believe that we offer outstanding customer service and satisfaction that our clients deserve, expect and will receive.

YOUR SATISFACTION MEANS OUR SUCCESS!

## **II. COMPANY OVERVIEW**

Our HR Department, Hiring Manager is responsible for recruiting process, which includes the interview stage and employees screening procedures. Among all required forms, we always insist on filing out Form I-9 to verify prospective candidate's legal status. At all times, without exception, we require at least 4 documents showing claimed legal status. Upon the satisfactory results from character screening, verification of previous employment and recommendation letters, the candidate is interviewed by our Hiring Manager.

In Eco-Clean Maintenance, Inc. we believe that personnel's attire stands for Company's good image. Therefore, our employees are required to wear Company's uniform: T-shirts with company's logo and the matching work pants. Also, the Identification Badge is attached to the uniform.

Our Company will not provide any cleaning staff at your facility without prior training. At least two weeks prior to the first day of the contract, each employee will be required to take training classes and pass the performance test. In Eco-Clean Maintenance, Inc. we believe that employees are the most important factor of Company's outstanding performance. Therefore, in order to meet with the Clients' requirements, proper, and professional training is mandatory. Our Clients can be assured that all our personnel is required to complete 2 weeks of extensive training program prior to being assigned to new task. The employees who will be actively engaged in the janitorial services at your facility are our highly trained and skilled staff members with average 5 years of experience who have performed satisfactorily on other contracts the company was awarded. Crew members who will be assigned to the facilities will be required to pass the ongoing training and education program to ensure compliance with state and federal training requirements. Therefore, our company will employ a mandatory training for all contracted employees at least quarterly. Crew members who will be assigned to your facilities speak English fluently.

Eco will train 2 additional cleaning members who will be ready to fulfill the duties in case of absenteeism of main cleaning crew. Our company operates 24 hours a day. Both, the Supervisor and the Assistant Supervisor will be available 24 hrs. Eco-Clean Maintenance, Inc. will offer emergency clean-up services at your facility during normal business hours within 2-4 hours notice during the weekday, weekday evening, and weekend evening.

As a recognized Company among the janitorial and custodial services providers, our Company has established Quality Assurance Program in order to provide our Clients with professional and outstanding services. In order to meet with the Clients' requirements and regularly expand superior standards of service, we systematically examine the level of our services.

In Eco-Clean Maintenance, Inc. we are aware of diversity of services required by different Clients. Therefore, we organize a "Personalized Quality Plan" for our Clients in order to meet with the mandatory responsibilities. We combine the procedure with the methods and frequencies for required work using the quality standards.

Another way of keeping our employees safe and providing our clients with the best quality of service is through our safe work procedures. Our employees are required to recognize the simple procedures, like how to protect their own health and provide the safety work environment when performing particular job. In Eco-Clean Maintenance, Inc. we provide our workers with customized operating procedures guidelines which differ from one another and depend in the type of performing work.

The standards procedures include the following regulations:

- Material handling;
- Electrical safety;
- Emergency evacuation;
- Variety of required and allowed products, etc.

# **Eco-Clean Maintenance, Inc.**

## **Quality Control**

Quality control is important because high quality service is the name of the game. Thus, it needs to be monitored at the highest level. The first step in quality control is training. Getting the staff properly trained is paramount to high quality work. Each staff member undergoes training and testing phase before going out into the field. Once they have successfully passed their written and field tests they are placed on crew, where they work under the supervision of a crew leader and field supervisor. Right off the bat, you know you are getting a trained and tested staff. Beyond that, there are frequent check-ups and professional development training that occur on an ongoing basis for the entirety of one's career at Eco Clean.

Once our staff is trained and out in the field, they need to understand the scope of the job. Therefore, communication is a key in the providing high quality service. The first line of communication is a clear outline of the duties. This is achieved by easy-to-read daily cleaning checklists for the staff to follow. This allows the staff to clearly see what needs to be done that day, as well as gives the crew chief/supervisor an easy method to monitor that the work is being completed properly. The staff will use the checklist to execute the cleaning, while the supervisor will use the same checklist to monitor that the work has been completed and the level of satisfaction of the work. These checklists and notes can also be reviewed by the customer if they are interested to see the progress of the day-to-day operation of the project. Furthermore, we are always available to receive feedback from our customers, whether it be via telephone or email. We pride ourselves on our responsiveness, as we know our success is based wholly on your satisfaction.

Now our trained staff and supervisors are armed with a clear plan of action to attack this project. What happens when the plan is not perfectly executed? If work is not completed, or is not completed to a satisfactory level, the supervisor will determine the course of action to remedy the situation. These courses of action range from altering the order of cleaning, to improving cleaning technique, to improving time management, etc. Here is where our crew chiefs/supervisors act as teachers/coaches and guide our staff towards the goal of providing the highest level of service possible.

Therefore our quality control plan is a three pronged attack: Training, communication and guidance/rectification.

# ECO-CLEAN MAINTENANCE, INC.

## TRAINING OUTLINE AGENDA

### TRAINING SESSION NOVEMBER 7, 2018

(Initial training for employees begins prior to the first day on the job, and periodic training sessions are conducted thereafter, either on an individual or a group basis)

#### **I. Training Overview introduced by Company's President**

Training improves morale, teaches methods, develops supervisory skills, builds team spirit, and increases supervisory knowledge and confidence. Our training program was designed to achieve standardization of training for all custodial workers, and is presented by our Training Coordinator and first-line supervisors.

To function effectively, all employees must know when to work, where to work, for whom to work, what work to do, and how best to complete the work. The objective is to quickly orient both inexperienced and experienced workers to the high quality standards of provided services.

Classroom training in cleaning methods and safety procedures reduces the time required to be spent with each employee, allowing for a smooth transition from trainee to a productive staff member.

#### **II. Industry Overview**

- A. Factors affecting cleaning
- B. Commercial Cleaning
- C. Advantages and disadvantages

#### **III. Cleaning Processes - General cleaning procedures**

- A. Wet
- B. Dry
- C. Low Moisture
- D. Other

#### **IV. Systems Approach to Cleaning - Cleaning methods and use of products and equipment**

- A. Manufacture
- B. Installation
- C. Prevention
- D. Vacuuming
- E. Spotting
- F. Cleaning
- G. Finishing
- H. Crew Procedures
- I. Equipment Care



## **V. Spot and Stain Removal**

- A. The Basics
- B. Chemicals
- C. Permanent Damage
- D. Urine
- E. Other Specialized Spots

## **VI. Safety**

- A. Chemical (Proper use of dilution of cleaning chemicals)
- B. IAQ/Indoor Environmental Quality
- C. Equipment
- D. Slip, Trip and Fall
- E. PPE
- F. MSDS
- G. Reporting
- H. Soil and Cleaning Theory

## **VII. Carpet Color and Dying**

- A. Spot
- B. Full Room
- C. Side Match

## **VIII. Water Damage Restoration Basics**

**NOTE:** After the training sessions are completed, a self assessment by the trainee is requested by the trainer, followed by a Trainer evaluation which determines the competencies of each new staff member. Trainee's that do not meet our required level of comprehension are NOT permitted to move on to "in field" training until our Training Coordinator feels that they are ready to do so.



**ECO CLEAN MAINTENANCE, INC.**

**EQUIPMENT DAILY CHECKLIST AND SAFETY INSPECTION FORM**

**Assessment Date:** \_\_\_\_\_

**Location / Project:** \_\_\_\_\_

**Supervisor/Manager Name:** \_\_\_\_\_ **Contact Phone:** \_\_\_\_\_

Safety is our serious concern in the janitorial services business. Therefore, please consider the following safety tips while operating the equipment:

1. Equipment is in good working order.
2. Equipment functions are operable.
3. Warning labels in a clearly visible area.
4. Equipment is regularly maintained.
5. If extension cords are provided, they are in good condition with not cuts or fraying.
6. Instruct employees on the operation of equipment and properly demonstrate how to start and use the equipment as well as how to stop it in an emergency.
7. Provide the employees with a copy of the manufacturer's operating manual.
8. Provide safety warnings such as not placing body parts near moving components.
9. Do not smoke or use any type of flame around gas-powered equipment and do not refill gasoline tanks while motors are running or while equipment is hot.

Y    N    N/A

**1. Safety Issues**

- Are all dangerous parts of machinery guarded? .....
- Are they maintained properly and in good working order? .....
- Do they create any additional hazards for the user? .....
- Are they sufficiently far from the danger zone to prevent access or injury? .....

**2. Information and Training**

- Has everyone (staff and supervisors) received training in the safe use of the equipment? .....
- Have staff maintaining the equipment been trained? .....

**3. Specific Hazards**

- Is the use of the equipment restricted to those staff trained to use it? .....
- Is the equipment suitable for purpose? .....

- Are existing systems of work adequate to protect against the following:
  - Article or substance falling off or being ejected from the machine? .....
  - Overheating or fire? .....
  - Discharge of dust, gas, liquid, vapor or other substance? .....
  - Any high or low temperature parts of the machine?.....
  - Does the equipment capable of excessive heat?.....
  - Any other hazards? .....
- Are there suitable and appropriate means of isolating the equipment from its source of power.....
- Are they clearly identifiable and easily accessible?.....

**4. Maintenance and Inspection**

- Is maintenance of the equipment carried out.....
- If a maintenance log is required, is it up-to-date? .....
- Can maintenance be carried out without risk to health and safety?.....
- Is inspection of the equipment carried out and are sufficient records kept? .....

**5. Safe Use**

- Is the equipment only used in an appropriate environment? .....
- Adequate lighting? .....
- Adequate temperature? .....
- Adequate space around the machine to allow safe and easy access?.....
- Do the controls (eg. start/stop) operate in a safe manner?.....
- Are the controls clearly marked and visible? .....
- Are the emergency stop controls located at appropriate and accessible points which will bring the equipment to a complete stop in a safe manner? .....
- Will the emergency stop controls switch off all sources of energy after stopping?.....

**6. Safety Signs and Warnings**

- Where necessary, are there appropriate warning signs, eg. Noise warnings, restrictions on use, prohibited actions etc? .....

Briefly explain item(s) having problems	Inspection Date	Date Repaired	Comments

# **ECO-CLEAN MAINTENANCE, INC.**

## **SUBSTANCE ABUSE PREVENTION POLICY**

- 1) ECO-CLEAN MAINTENANCE, INC.** is committed to protecting the safety, health, and well-being of its employees and all people who come into contact with its workplace(s) and property, and/or use its products and services.
  
- 2)** Recognizing that drug and alcohol abuse pose a direct and significant threat to this goal, Eco-Clean Maintenance, Inc. is committed to ensuring a substance-free working environment for all of its employees
  
- 3) ECO-CLEAN MAINTENANCE, INC.** therefore strictly prohibits the illicit use, possession, sale, conveyance, distribution, or manufacture of illegal drugs, intoxicants, or controlled substances in any amount or in any manner.
  
- 4)** In addition, **ECO-CLEAN MAINTENANCE, INC.** strictly prohibits the abuse of alcohol or prescription drugs.
  
- 5)** Any violation of this policy will result in adverse employment action up to and including dismissal and referral for criminal prosecution.

# **ECO-CLEAN MAINTENANCE, INC.**

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

Eco-Clean Maintenance, Inc. is committed to providing a non-discriminatory employment environment for its employees.

The policy of Eco-Clean Maintenance, Inc. is to fully comply with applicable federal state and local laws, rules and regulations in the area of non-discrimination in employment. Discrimination against employees and applicants due to race, color, religion, sex [including sexual harassment], national origin, disability, age [40 years or older], military and veteran status is prohibited. Violations of this policy will be subject to discipline, up to and including termination.

Equal employment opportunity and non-discriminatory commitments include, but are not limited to, the areas of hiring, promotion, demotion or transfer, recruitment, discipline, layoff or termination, rate of compensation and company sponsored training.

All employees are expected to comply with Equal Employment Opportunity Policy. Managers and supervisors who are responsible for meeting business objectives are expected to cooperate fully in meeting Eco-Clean Maintenance, Inc.'s equal employment opportunity objectives.

An employee who believes he or she has been discriminated against must immediately report any incident to the company's Human Resources Manager.

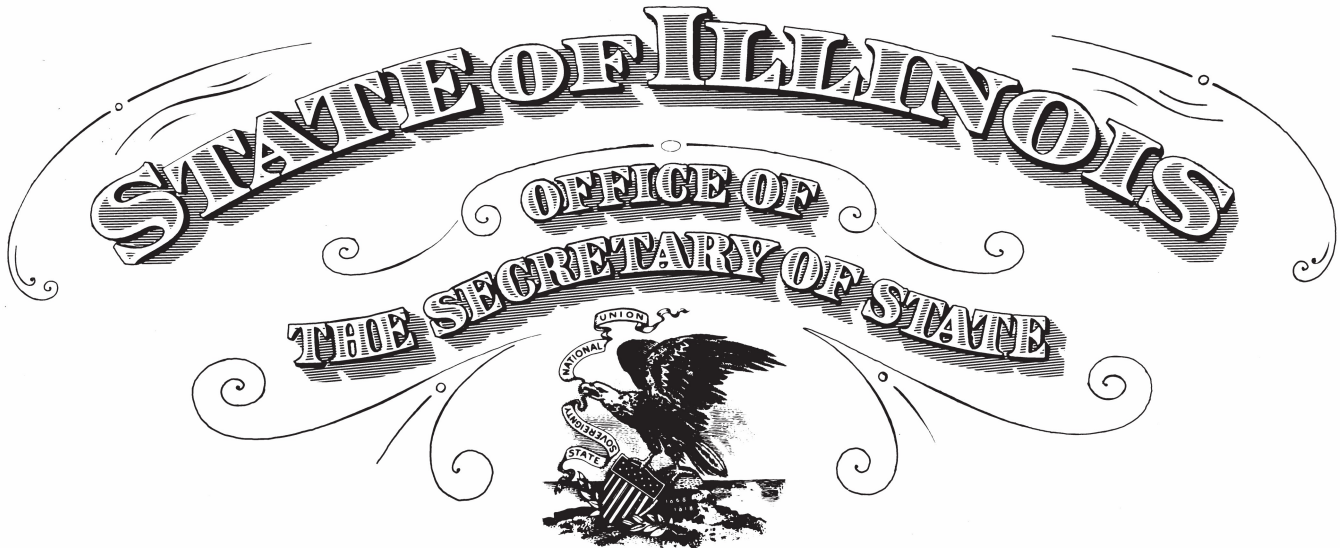
The company will not tolerate retaliation against any employee who reports acts of discrimination to provide information in connection with any such complaint.

If you have any questions regarding this policy, please contact Eco-Clean Maintenance, Inc.'s Human Resources Manager.

*Eco-Clean Maintenance, Inc. is an equal opportunity employer.*

File Number

6647-166-7



**To all to whom these Presents Shall Come, Greeting:**

*I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

ECO-CLEAN MAINTENANCE INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 12, 2008, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 15TH day of JUNE A.D. 2023 .***



Authentication #: 2316603428 verifiable until 06/15/2024

Authenticate at: <https://www.ilsos.gov>

A handwritten signature in black ink, reading "Alexi Giannoulas".

SECRETARY OF STATE



**GreenBusinessBureau**

**Eco-Clean Maintenance Inc.**

*Having demonstrated their commitment to promoting and implementing business practices that are environmentally responsible, and having met the standards set forth by the Green Business Bureau, is hereby granted membership and recognized as a member in good standing.*

*Marcos Cordero*

Marcos Cordero, LEED AP, CEO and Co-founder

**MEMBER SINCE 2013**