

AR-15-04022-KC	Due Date & Time: December 30, 2014 2:00pm	Advertised Date: November 30 & December 4, 2014
Procurement Representative: Kyle Carter Email: kyle.carter@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Janitorial Services for Stadium		



Invitation to Bid

Osceola County Board of County Commissioners

Bid Title: Janitorial Services for Stadium		SAMPLE DOCUMENT
Bid Number: AR-15-04022-KC		
Requesting Department: Event Facilities	Bid Contact: Kyle Carter	
Bid Due Date: Tuesday, December 30, 2014	Bid Time Due: 2:00PM Local Time	
Location to Deliver Bid: Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741		

In accordance with the intent and content of this Invitation to Bid (ITB), I/we, the undersigned, as authorized signatory to commit the firm, do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's Bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder: ABC JANITORIAL SERVICES		
Business Address (street, city, state and zip code): 123 MAIN DRIVE, KISSIMMEE, FL 52341		County: OSCEOLA
Phone Number: 123-456-7890	Fax Number: NA	E-Mail Address: VENDORZ@GMAIL.COM
Osceola County Local Business Tax Receipt (formerly Occupational License) Number: 123456		
State of Florida License Number (as applicable): NA		
Authorized Signature (manual): B. Vendor		Date: 12/29/2014
Printed Signature: B. VENDOR		Title: PRESIDENT

EMERGENCY CONTACT INFORMATION – In the event the County needs to contact your firm during an emergency	
Emergency Contact Person: JOHN SMITH	
Cell Phone Number: 000-000-1234	Residence Phone Number: 999-123-4567

GENERAL INSTRUCTIONS/DECLARATIONS

1. Bids will be opened publicly by a representative of the Procurement Services Office in the Procurement Conference Room, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741, on the date and time indicated above. All bid openings are open to the public and any interested parties are welcome to attend.
2. **Bids must be submitted on the form furnished by the County and in accordance with the specifications and the list of quantities desired.**
3. Page One must be completed and submitted as the top sheet of the bid response.
4. It is the intent and purpose of Osceola County that this Invitation to Bid promotes competitive bidding. It shall be the Bidder's responsibility to advise the Procurement Services Office, at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Services Office not later than seven (7) calendar days prior to the bid closing date.
5. Questions regarding this bid must be received through written email or faxed inquiries directed to the designated Procurement Services Representative. Questions of sufficient general interest will be formatted by the Procurement Services Office and issued to all interested parties in the form of an addendum.

SAMPLE
DOCUMENT

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SECTION A. INSTRUCTIONS TO BIDDER.

- A1. Pre-Bid Conference:** A MANDATORY PRE-BID CONFERENCE will be held on December 5, 2014 at 9:30 am Local Time at the Osceola County Stadium 631 Heritage Park Way Kissimmee, Florida 34744.

IMPORTANT NOTE: It is imperative that all bidders have a clear understanding of the scope of services requirements. Attendance will be a pre-requisite for submitting a bid; and bids will only be accepted from those who are represented at a mandatory pre-bid conference. Attendance at the pre-bid conference will be evidenced by the bidder's/representative's signature on the attendance roster. In the event of a mandatory pre-bid conference, the time, date, and location of the meeting will be noted in the released Addendum notifying such requirement. Please plan your travel time accordingly.

- A2. Public Opening of Bids:** Bids will be publicly opened in the Procurement Services Conference Room, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741, on Tuesday December 30, 2014 at 2:00 P.M., or as soon as possible thereafter. Pursuant to Florida Statute 119.071, sealed bids received in response to a competitive solicitation are exempt from Florida Statute 119.07(1) and s. 24(a), Art. 1 of the State Constitution until 30 days after opening of the bids or posting of the notice of an intended decision, whichever is earlier.

A3. Bid Compliance:

- (a) All items contained in the bid must be in total compliance with the specifications in this solicitation.
- (b) Alternate bids will not be considered unless they are specifically called for in this solicitation.
- (c) Bidders' attention is specifically called to the terms and conditions of this solicitation. As witnessed by the Bidder's signature on the cover page and the proposal page(s), all Bidders, without exception, will be solely responsible for all aspects of the terms, conditions, and special provisions of this solicitation.

- A4. Unit Price Accuracy:** Please check the stated unit prices before submitting the bid as no change in prices shall be allowed after the opening. All prices and notations must be in ink or typewritten. In cases of the extended price irregularities, unit pricing shall prevail. Please note that the County reserves the right to clarify and correct extended amount errors.

- A5. Bid Price Schedule:** Each Bidder shall furnish the information required on the Bid Price Schedule, Section F, and each accompanying sheet thereof on which the Bidder makes an entry. Offers submitted on any other format may be disqualified.

A6. Lobbying; Lobbying Black-Out Period; Questions Regarding Bids:

- (a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and/or all other groups who seek to influence the governmental decision of a Board Member, the County Manager, any requesting or evaluating department/division personnel and/or any member of the evaluation committee concerning an active solicitation during the Black-Out period.
- (b) The Lobbying Black-Out Period commences upon the issuance of this solicitation document.
- (c) The Lobbying Black-Out Period for awards requiring Board approval concludes at the beginning of the meeting at which the Board will be presented the award(s) for approval or request to provide authorization to negotiate a Contract(s). If the Board refers the item back to the County Manager for further review or otherwise does not take action on the item, the Lobbying Black-Out Period will be reinstated until such time as the Board meets to consider the item for action.
- (d) The Lobbying Black-Out Period for awards requiring County Manager Approval concludes upon issuance of a Notice of Intent to Award.
- (e) Bidders, Respondents, potential Vendors, service providers, Lobbyists, Consultants, or Vendor representatives shall not contact any Board Member, the County Manager, any requesting or evaluating Department/Office personnel and/or any member of the Evaluation Committee concerning an active solicitation during the Black-Out Period.
- (f) All questions and procedural matters shall be directed to the Procurement Services Office. Except in response to communications initiated by authorized County representatives, contact by Bidders or Respondents to any Board Member, the County Manager, any requesting or evaluating County Personnel, or any member of the Evaluation Committee, initiated during the Black-Out Period, may result in disqualification from the Solicitation Process.
- (g) Any questions relating to the interpretation of specifications or any aspect of the solicitation process shall be

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addressed to the Procurement Services Office Representative, in writing, by the cutoff date and time stated herein.

- (h) Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end period as established in items (c) and (d) of this section, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

A7. Addenda:

- (a) Any interpretations, clarifications, or changes made will be in the form of written addenda issued by the Procurement Services Office.
- (b) Oral answers given by any member of the Procurement Services Office or requesting department will not be authoritative and the County will not entertain any protests based on a verbal instruction.
- (c) It will be the responsibility of the Bidder to contact the Procurement Services Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. The County will not consider requests to re-open a bid as a result of the failure of the Bidder to secure addenda.

A8. Proper Signatures: Failure to sign and witness the Bidder's signature may result in a disqualification of the bid. Please be sure the bid is signed, properly witnessed, and sealed.

A9. Corporate Standing: The bidder or proposer must demonstrate that the company is in good standing and that the person signing this bid or proposal is authorized on behalf of the bidder or proposer to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the bidder/proposer will be duly bound.

The bidder/proposer must provide a copy of their State Certificate of Good Standing/Articles of Incorporation listing the officers of the company. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

- (a) A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- (b) A copy of a resolution listing the members of staff as authorized signatories for the company.
- (c) A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

A10. A Bid/Performance Bond is not required for this project.

A11. Bid Submittal:

- (a) All bids must be submitted in a sealed envelope, plainly marked on the outside with the Invitation to Bid number, date, time of opening, and the Bidder's name. For your convenience, Attachment "L" has been provided to properly identify and affix to your bid submittal.
- (b) It is the Bidder's responsibility to assure that the bid is received in the OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE, 1 COURTHOUSE SQUARE, SUITE 2300, KISSIMMEE, FLORIDA 34741, no later than 2:00 P.M. Local Time on the due date. Any bid received after this date and time will not be accepted or considered, and will be returned unopened to the Bidder. No offers will be accepted or received in any other Osceola County office.
- (c) **Cost of Submittal:** The cost of submittal of this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the County.
- (d) **No telegraphic or facsimile offers will be considered.**

A12. Sub-Contractors. Proposers must list any sub-contractors that shall be used to accomplish the scope of services on the Proposed Schedule of Subcontractor Participation Form (Attachment "G"). If no subcontractors are going to be used, check the box for Subcontractors will not be utilized for this project at the top of the form.

A13. Substitute W-9/Vendor Update Form. Vendors that have not done business with the County or have not provided a Substitute W-9/Vendor Update within two (2) years must complete the Substitute W-9/Vendor Update Form (Attachment "J") and submit with their bid.

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- A14. Bid Copies:** Bidders are asked to submit **three (3) copies** of the bid response (one (1) unbound original and two (2) bound copies). **The submittal should also include a CD-ROM or memory stick containing the entire proposal formatted to be read with Microsoft® software products or Adobe® PDF software.**
- A15. Withdrawal of Bids:** Bids may be withdrawn any time before the bid opening date. The Bidder may withdraw a bid without prejudice to itself, not later than the day and hour set for opening of bids, by communicating the purpose of the withdrawal in writing to the County. Thereafter, the bid will be returned to the Bidder unopened. **Bids may not be withdrawn for a period of ninety (90) days after the bid opening date.**
- A16. Limitations on Liability:** Bidders are advised that the County will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by the successful Bidder without any limitations as to dollar amount. The County will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid will be considered unresponsive and the Bidder non-responsible, and, as such, the bid will not be accepted by the County.
- A17. Bid Protests:**
- (a) **Notice of Solicitation Bid Protests:** Any person having submitted a bid or proposal may protest an alleged irregularity or defect in the procurement process by which such person is aggrieved by filing with the Procurement Services Office Director a Notice of Solicitation Protest setting forth in writing the nature of the protest, the grounds upon which it is based and the relief sought. The Notice of Solicitation Protest must be received in the Procurement Services Office at least three (3) business days prior to the due date for the Solicitation. Failure to file a Notice of Protest in a timely manner shall constitute a waiver of rights hereunder.
 - (b) **Notice of Award Protest:** Any Bidder or Respondent, who is not the intended awardee and who claims to be the rightful awardee, may file a Notice of Protest, in writing, with the Procurement Services Office, by 5:00 pm on the third (3rd) business day after the Notice of Intent to Award is posted. An Award Protest is not valid if filed by a Bidder who cannot show they would be awarded the Contract if their protest is upheld. A timely filing of a bid protest by an aggrieved bidder or proposer may stay further procurement proceedings. It shall be at the discretion of the Osceola County Manager whether the performance of the Contract should be stayed. The Procurement Services Director shall consider the protest, make any other pertinent inquiries and shall have the opportunity to begin to resolve the protest by mutual agreement between the parties. The Procurement Services Director shall confer with the Osceola County Attorney and Osceola County Manager or designee to review the basis for the protest and the results of the inquiries and concur on a determination. The Procurement Service Director will send the protestor a Notice of Determination within five (5) Business Days of the County's determination.
- A18. Failure to comply with any of the foregoing instructions or any other essential element of the Invitation to Bid may result in the disqualification of the bid.**

SECTION B. GENERAL PROVISIONS.

- B1. Notice of Award:** Notice of an award by Osceola County will constitute acceptance of the bid from the overall lowest priced, most responsive, and responsible Bidder. The bid package signed by the successful Bidder, along with documentation included in the Bidder's submittal, as required by this Invitation to Bid, and other additional materials submitted by the Bidder and accepted by the County, shall constitute the Bidder's response. At the County's discretion, either a purchase order or other award document such as an agreement will be issued by the County when appropriate to do so.
- B2. Applicable Law, Venue, Jury Trial:** Any contractual arrangement between Osceola County and the successful Bidder shall be consistent with, and be governed by, the ordinances of Osceola County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules, and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Osceola County, Florida.
- B3. Appropriations/Fund Availability:** Any agreement resulting from this solicitation is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes, all appropriations lapse at the end of the Fiscal

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Year. Multi-year awards shall be adequately funded; however, the County reserves the right not to appropriate funds for an ongoing procurement if it is deemed in its best interest.

- B4. Compliance with All Laws:** The Bidder, by submission of this bid, certifies that the Bidder will provide the services agreed upon in a timely and professional manner in accordance with the specifications. In addition, the Bidder shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of the contractual agreement.
- B5. Receiving/Payment/Invoicing: No payment will be made for materials ordered without proper purchase order authorization.** Osceola County shall pay all Bidders pursuant to, and in accordance with, the promulgations set forth in Section 218.70, Florida Statutes, Florida's Prompt Payment Act. Payment shall not be made until the materials, goods, or services have been received, inspected, and accepted by the County in the quality and quantity ordered. Payment will be accomplished by the submission of an invoice, in duplicate, with a Purchase Order Number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Osceola County cannot be made without prior written approval by the County.
- B6. Inspection/Acceptance/Title:** Inspection and acceptance of goods/services will be at the destination, unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the successful Bidder until accepted by the requesting department/office of the County, unless loss or damage results from negligence by the County or the requesting department/office.
- B7. Acceptance of Goods/Services:** Receipt of goods/services shall **not** constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets the Invitation to Bid specifications and conditions. Should the products/services differ in any respect from the specifications, payment will be withheld until such time as the Bidder takes necessary corrective action. If the proposed corrective action is not acceptable to the requesting department/office, the Procurement Services Office may authorize said department/office to refuse the final acceptance of the goods/services. Should a representative of Osceola County agree to accept the goods/services on the condition that the Bidder will correct its performance within a stipulated time period, then payment will be withheld until the services are performed as specified in the executed agreement.
- B8. Termination:**
- (a) *Termination for Default:* The performance of the agreement may be terminated by Osceola County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Bidder has failed to meet the performance requirement(s) of the agreement.
 - (b) *Termination for Convenience:* The County reserves the right to terminate a contractual agreement, in whole or part, by giving the Bidder written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Osceola County, the Bidder shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the agreement shall continue during such notice period, and the County shall continue to be responsible to the Bidder for the payment of any obligations to the extent that such responsibility has not been excused by breach of default of the Bidder.
 - (c) *Payment upon Termination:* Upon termination, the Bidder shall bill the County for all amounts not previously billed and due the Bidder at that time. The Bidder shall not be entitled to a professional fee, or expenses for any work commenced, or expenses incurred after the notice of termination was received by the Bidder, unless specifically approved or requested by the County. The Bidder shall, however, be entitled to payment for services commenced, completed, and approved by the County prior to the receipt of notice, or with the express written consent of the County, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the County. All such payments shall be subject to a set-off for any damages incurred by the County resulting from any delay occasioned by the early termination.
- B9. Insurance Requirement:**
- (a) **Include a copy of your current liability insurance, workman's compensation insurance certificate, and a copy of your firm's Occupational License (Reference B10) with your bid submittal.**
 - (b) The successful Bidder(s) shall provide original certificates of Insurance, as outlined in Attachment B, to

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Osceola County Procurement Services within five (5) regular business days of the notification of the intent to award the Agreement. Certificates of Insurance shall provide a minimum of a thirty (30) day notice of cancellation to Osceola County and shall name Osceola County Board of County Commissioners and Osceola County as an Additional Insured.

- (c) All insurance certificates shall remain valid and in full force for the term of the Agreement. Failure to maintain binding insurance policies for awarded services will be grounds for termination of awarded Agreement.

B10. Applicable Licensing:

- (a) *Local Business Tax Receipt (formerly Occupational License):* If awarded the bid, the Tax Collector of Osceola County requires the Bidder to obtain an Osceola County Local Business Tax Receipt. Please contact the Tax Collector/Local Business Tax Receipt Office directly at 407-742-4000 for information concerning this requirement. In accordance with section 205.065, Florida Statutes, a current Department of Professional Regulation certificate may be provided in lieu of an Osceola County Local Business Tax Receipt, accompanied by a copy of the Local Business Tax Receipt of home state/county/city.
- (b) *Other Licenses and Permits:* The Bidder, at its sole expense, shall obtain all required federal, state, and local licenses and/or permits required to successfully provide the services contained in a contractual agreement.

B11. Bid as Public Domain: All documents and other materials made or received in conjunction with this project will be subject to the public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. Bidders shall not submit pages marked "proprietary" or otherwise restricted.

B12. Relationship of the Parties: The Bidder shall act as an independent contractor and not as an employee of Osceola County. The Bidder will be required to indemnify, defend, hold, and save harmless the County, its officers, agents, and employees, from damages arising from the Bidder's performance of, or failure to perform, any task or duty required to be performed by the Bidder.

B13. Indemnification:

- (a) The successful Bidder(s) agrees to be liable for any and all damages, losses, and expenses incurred by the County, caused by the acts and/or omissions of the Bidder, or any of its employees, agents, sub-contractors, representatives, or the like, in connection with the performance of obligations under a contractual agreement. The Bidder agrees to indemnify, defend, and hold the County harmless for any and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the Bidder, or any of its employees, agents, sub-contractors, representatives, or the like, in connection with an agreement.
- (b) The County agrees to be liable for any and all damages, losses, and expenses incurred by the successful Bidder(s), caused by the acts and/or omissions of the County, or any of its employees, agents, servants, representatives, or the like, in assisting the successful Bidder(s) in the performance of obligations under a contractual agreement. The County agrees to indemnify, defend, and hold the Bidder harmless for any and all claims, suits, judgments or damages, losses, and expenses, including but not limited to court costs, expert witnesses, consultation services, and attorney's fees, arising from any and all acts and/or omissions of the County, or any of its employees, agents, servants, representatives, or the like, in connection with an agreement.

B14. Bankruptcy or Insolvency: If the successful Bidder shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the successful Bidder shall be appointed in any proceeding brought by or against the creditors, or proceedings shall be commenced on or against the successful Bidders' operations of the premises, the County reserves the right to terminate any contractual agreement immediately.

B15. Assignment: The successful Bidder will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed, without obtaining prior written approval from the County.

B16. Waiver: Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions contained in a contractual agreement, or to exercise any right or option therein, shall not be construed as a

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waiver or a relinquishment for the future of such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

- B17. Changes:** The County reserves the right to order, in writing, changes in the work within the scope of services of a contractual agreement, such as a change in quantity or delivery schedule.
- B18. Modifications:** In addition to modifications made under the changes clause, any agreement resulting from this solicitation may be modified (1) within the scope of services of the agreement upon the written and mutual consent of both parties, and (2) with approval by the appropriate legal body in Osceola County.
- B19. Administrative Provisions:** In the event the County issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to a contractual agreement, it is specifically agreed and understood that any such purchase order, memorandum, letter, or any other instrument is for the County's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of the contractual agreement and shall have no force or effect thereon.
- B20. Taxes:** Osceola County is tax exempt. As such, the County does not pay State of Florida Sales Tax or Federal Excise Tax. The County's State Sales Tax exemption number is 85-8013132398C-5 and the Federal Exemption Identification Number is 59-6000780.
- B21. Independent Pricing:** By submission of this bid, the Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that, in connection with this procurement:
- (a) The prices in this bid have been arrived at independently, without consultation, communication, collusion, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and,
 - (c) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- B22. Public Entities Crimes:** A person or affiliate who has been placed on the convicted contractor list, following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bid on a lease of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted contractor list. By completion and submittal of Attachment C and signature on this solicitation, the Bidder certifies that it is qualified to do business with Osceola County in accordance with the Florida Statutes.
- B23. Equal Opportunity:** Osceola County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The County requests minority and women owned business enterprises to submit evidence of such certification with each submittal.
- B24. Other Entity Use:**
- (a) All Bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in its best interest to do so.
 - (b) Each governmental agency desiring to accept these bids, and making an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.
 - (c) This solicitation in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.

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- B25. Conflict of Interest:** All Bidders must disclose, with the bid, the name of any officer, director, or agent who is also an officer or employee of Osceola County. Furthermore, all Bidders must disclose the name of any Osceola County officer or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches. Failure to disclose in this manner will result in the disqualification of the bid or the cancellation of work. It is the sole responsibility of the Bidder to ensure compliance with the County Administrative Code, Chapter 3, Section 3.9, Conflict of Interest. Please complete and submit Attachment D with your bid submittal. The County will seek damages for the recoupment of losses in having to re-bid or re-assign this solicitation.
- B26. Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design, or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties, it is understood and agreed that the general and special conditions in this solicitation are the only conditions applicable to this bid, and the Bidder's authorized signature, affixed to the bid, attests to this.
- B27. Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not limited to, the following: acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the parties.
- B28. Public Emergencies:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the County. The Bidder agrees to rent/sell/lease all goods and services to the County or governmental entities on a "first priority" basis. The County expects to pay contractual prices for all products and/or services under the awarded Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the Bidder provide the County with products and/or services not under the awarded Agreement, the County expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

SECTION C. SPECIAL PROVISIONS.

- C1. Minimum Standards:** Specifications listed herein describe the expected minimum standards. If any exceptions are taken, the Bidder is responsible for indicating on the bid form any deviations from the specifications, including an explanation, justification, or applicable literature for the deviation. The absence of this indication shall be considered complete compliance with the listed specifications. These specifications are intended to be descriptive in nature and are not intended to eliminate any Bidder from submitting a bid.
- C2. Bidder's Specifications:** Each Bidder shall make accurate statements in its bid.
- C3. Not Bidding:** If not bidding any or all items, please so state.
- C4. Firm Prices:** Prices for goods and services covered in the specifications shall be firm; net delivered to the ordering agency, F.O.B. DESTINATION, with the Bidder paying all delivery costs, and shall remain firm for the period of any agreement reached as a result of this solicitation. No additional fees or charges shall be accepted.
- C5. Term of Agreement:** An agreement may be awarded for a three (3) year term to begin upon approval and execution by the County; with the opportunity for additional one (1) or two (2) year renewal periods when in the best interest of the County.
- C6. Estimated Quantities:** As stewards of public funds, the County maintains all adopted budgetary parameters in the performance of its contracts. The ability of the successful Bidder to maintain a sense of fiscal responsibility shall be favorably considered in the evaluation of submittals. Quantities noted in the Invitation to Bid are estimates only and are intended as a guide in submitting the bid and in no way obligates the County to purchase this amount. The actual quantities purchased under this bid may be more or may be less.

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- C7. Option to Extend or Renew:** The performance period of any contract or purchase order resulting from this Invitation to Bid may be extended upon mutual agreement between the Bidder and the County *with no change in terms or conditions*. Any extension of performance period under this provision shall be in the County's best interest and sole discretion. Any agreement or amendment to the agreement resulting from this solicitation shall be subject to fund availability and mutual written agreement between the County and the successful Bidder.
- C8. Exercise of Option to Extend Term of Contract:** If the County wishes to enter into an option period, the County shall request a written statement of desire into an extension of the performance period from the Bidder.
- C9. Probationary Period:** The first ninety (90) days of the contract are to be considered a "probationary" period. At the County's election, the successful Bidder's contract may be terminated, based on the performance of the Bidder, and a new award be granted without another formal bid.
- C10. Supervision:** The County shall not exercise any supervision or control over the Bidder's employees performing services under an agreement. Said employees shall be accountable not to the County, but solely to the Bidder, who, in turn, is responsible to the County.
- C11. Pre-Award Inspection:** Prior to the award of any agreement, the County reserves the right to make a pre-award inspection of the Bidder's facilities to determine the capabilities of the Bidder to service the County.
- C12. Existing Permits and Identification Numbers:** Any and all permits, state licenses, including Department of Environmental Protection (DEP) and/or Environmental Protection Agency (EPA) identification numbers, registrations or permits are to be available for review by the County upon request.
- C13. Qualification of Bidder:** The Bidder must be a provider currently doing business with the general public, currently servicing a minimum of three (3) commercial accounts equal in size and scope to this bid, and be properly licensed to do business in the State of Florida. The Bidder, under its current business name, must also have a minimum of one (1) consecutive year of verifiable experience servicing commercial accounts equal in size and scope to this project.
- C14. Additional Information:** The Osceola County Procurement Services Office reserves the right to request any additional information needed for clarification from any Bidder for evaluation purposes.
- C15. Agreement:**
- An agreement may be required for this service and must be signed by the Bidder prior to execution by the County, whereupon the Bidder becomes the Contractor upon approval.
 - The provisions of said agreement contain similar language to the provisions contained in this Invitation to Bid.**
 - The agreement shall be used as a basis for negotiation and the County reserves the right to change, revise, or modify the agreement in its entirety, or any part thereof, prior to obtaining signatures from all parties.
 - The successful Bidder(s) shall execute and return the agreement to the County, within ten (10) days after receipt all contractual documents, performance, and payment bonds (if applicable), insurance verifications and any other documents required by this bid.
 - In no event shall an agreement be considered binding upon the County until it has been properly executed by all parties.**
 - In conjunction with the agreement, a purchase order or other form of payment will be established by the County prior to the start of any project, service, or work by the Bidder.
- C16. Attachments:** All attachments are made an essential part of this bid and include the following:
- Attachment A – Statement of No Bid
 - Attachment B – Insurance Requirements*
 - Attachment C – Public Entities Crimes
 - Attachment D – Conflict of Interest
 - Attachment E – Drug-Free Workplace Certification
 - Attachment F – Experience of Bidder
 - Attachment G – Proposed Schedule of Subcontractor Participation

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- (h) Attachment H - Vendor Demographics Survey
- (i) Attachment I – Articles of Incorporation / Corporate Documents
- (j) Attachment J - Substitute W-9 Form/Vendor Update Form
- (k) Attachment K - Solicitation Response Identification Label

****The successful Bidder must comply with the insurance requirements set forth in Attachment B. If a Bidder chooses not to bid on this Invitation to Bid, the Bidder is asked to please complete and return Attachment A.***

- C17. Inadequate Service:** In cases where materials, goods or services are not properly delivered, the Bidder will either remedy the defect or be responsible for reimbursement of the difference to the County for the subsequent contractor selected to remedy the defect. Acceptance of materials, goods or services shall remain in the County's sole discretion.
- C18. Failure of Performance and/or Delivery:** If the successful Bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, it shall compensate the County for any damages caused by the Bidder's failure to perform as stated.
- C19. Protection of Property:** At all times, the successful Bidder shall guard from damage or loss to property of the County, or of other Bidders or contractors, and shall replace or repair any loss or damage unless such damage is caused by the County, other Bidders, or contractors. The County may withhold payment, or make such deductions as it might deem necessary, to insure reimbursement for loss or damage to property through negligence of the successful Bidder or the Bidder's agents.
- C20. Unsatisfactory Work:** Unsatisfactory work shall be corrected by the Bidder within twenty-four (24) hours of notification by the County.
- C21. Service Requirements:** The successful Bidder shall provide sufficient staff, resources, and facilities to ensure that Osceola County's business is handled in a timely manner. If the Bidder is unable to perform the work in a timely manner as agreed upon, the County shall have the right to rescind the purchase order and award the project to another Bidder.
- C22. New Product:** Any and all products provided under this bid shall be new and unused.
- C23. Scrutinized Companies Clause:** Osceola County may not enter into any contract for \$1 million or more with any company that is on the scrutinized companies lists enumerated in Section 287.135, Florida Statutes. All responses to solicitations for goods and/or services equal to or in excess of \$1 million shall be required to complete Attachment "K", certifying that the Respondent is not on any scrutinized companies list. All resulting contracts for \$1 million or more shall be subject to termination by Osceola County, i) in the event the contracting vendor is put on a scrutinized companies list, or ii) the County determines that the certification provided in Attachment "K" was false. Exceptions to and penalties for violation of Section 287.135, Florida Statutes, shall be in accordance with those set forth therein.
- C24. Most Favored Customer:** The County seeks and demands to be the most favored customer of each Bidder who does business with the County. The most favored customer is a customer or category of customers that receives the best discounts from the Bidder's commercial price list when procuring quantities comparable to the County's under similar terms and conditions. The successful Bidder agrees to provide the County discounts from the Bidder's commercial price list that are equal to or greater than the Bidder's most favored customer is receiving.
- C25. Price Reduction Clause:** The County will invoke the price reduction clause if the successful Bidder violates the contractually agreed upon pricing/discount relationship by offering a (better) discount to a most favored customer. The County will shall request a price reduction from the date that the violation took place. The successful Bidder will owe the County a discount proportionately equal to that given the most favored customer.
- C26. Non-Exclusivity Clause:** Nothing herein is intended nor shall be construed as creating any all-encompassing arrangement with the successful Bidder. The awarded Agreement shall not restrict the County from acquiring goods and/or services outlined herein from other contractors, service providers, vendors, and/or sources.
- C27. Public Records Compliance:** If Bidder/Contractor will act on behalf of the County, as provided under section

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119.011(2), Florida Statutes, the Bidder/Contractor subject to the terms of section 287.058(1) c, Florida Statutes, and any other applicable legal and equitable remedies, shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service; and
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided by Florida law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the county.
- (e) If the Bidder/Contractor does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

SECTION D. AWARD OR REJECTION OF BIDS.

- D1. Award of Contract/Purchase Order:** Award will be made to the responsible Bidder most responsive to the solicitation with the lowest overall bid which meets the specifications.
- D2. Delivery:** Delivery may be a factor in the award. Failure to perform within the delivery deadline(s) set forth in the specifications, or any other contract document, shall constitute default.
- D3. Split Award:** The County reserves the right to make an award to one Bidder, to split the award between Bidders, or to not award some or all items, depending on the best interest of the County. The County may accept any item or group of items on any bid unless the Bidder qualifies the bid by specific limitations.
- D4. Right to Cancel or Reject:** A solicitation may be canceled, or any or all submittals in response to a solicitation issued by the County may be rejected, in whole or in part, without recourse, when it is in the best interest of the County in accordance with the Administrative Code, Chapter 3. The County reserves the right to reject any or all bids, or any part thereof, with or without cause, without recourse, to waive technicalities or irregularities, and to accept or reject the bids, or any part thereof, which, in its judgment, best serve the interest of the County. The County also reserves the right to reject the bid from a Bidder who has previously failed to perform properly, or complete on time contracts of a similar nature, or who investigation shows is not in a position to perform the contract. The cost of submittal of this bid is considered an operational cost of the Bidder and shall not be passed on to or be borne by the County.
- D5. Bid Results:** The bid tabulation sheet will be available thirty (30) days after the bid opening date or upon posting of the notice of an intended decision, whichever is earlier, and will be posted via the Osceola County VendorLink site: <https://vendorlink.osceola.org>. Bidders may also call the Osceola County Procurement Services Office at (407) 742-0900 for results.
- D6. Best Prices:** An award will be made without further negotiation based upon competitive bids; therefore, the Bidder's best price should be submitted in response to this Invitation to Bid.
- D7. Reasonable Prices:** A reasonable unit price must be submitted for each work element. In the event that any pay item unit price is determined to be unreasonably low or unreasonably high, the bid may be declared non-responsive and may not be considered.
- D8. Local Small Business Enterprise Program:** Osceola County Board of County Commissioners has established a Local Small Business Enterprise Program (LSBE) to enhance contracting and procurement opportunities for small business enterprises headquartered in Osceola County. The County strongly encourages participation of LSBE in contracting and subcontracting opportunities and has established a combined 25% participation goal for LSBE and MWBE contractors and subcontractors. Should a certified Osceola County LSBE bid on a solicitation issued by the County and submit a bid that is within 5% of the lowest bid, whether or not that bidder is the next lowest bidder, the

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LSBE may be deemed the lowest bidder if the LSBE bidder agrees to reduce its bid to match the bid or quote of the lowest bidder.

If the bid is a lump sum bid, the LSBE will be requested to match the lowest lump sum bid. If the bid is a line item bid, the LSBE will be asked to reduce individual line items' bid prices so that the total bid price matches the lowest total bid. The LSBE will not be able to increase some line item bid prices while reducing other line item bid prices on their revised bid.

The LSBE will have three (3) business days to respond in writing to the County's match request. If the lowest LSBE does not elect to reduce its bid, then the next lowest LSBE will be given the opportunity to match the bid or quote using the process stated above, providing that bidder is also within five percent (5%) of the lowest bid or quote.

No contract awarded to an LSBE under this section shall be assigned or subcontracted in any manner that permits more than fifty percent (50%) of the dollar value of the contract to be performed by an entity or entities that are not Osceola County LSBE as defined in Chapter 3 of the Administrative Code.

Bidders must include a list of subcontractors by completing Attachment "G", Proposed Schedule Of Subcontractors Participation (with MWBE, SDVBE and LSBE designation), which identifies which firms are LSBE and the proposed percentage of the dollar value of the contract to be performed by each firm.

During the term of the agreement, Contractors using Subcontractors will be required to report on the percentage and the dollar value of the contract performed by LSBE Subcontractors at the time of submission of each pay application or invoice.

For application of the LSBE preference, the vendor must be certified by Osceola County as an Osceola County LSBE prior to the bid or quote due date and a copy of the certification must be included in the bid or quote submittal. The LSBE Certification process can normally be completed within 15 business days once all required documentation has been submitted.

For additional information relating to the qualifications, eligibility and exceptions to this program, please refer to the Osceola County Administrative Code, Chapter 3, Section 3.30 or call the Procurement Services Office at 407-742-0900.

- D9. MWBE and SDVBE Participation Programs:** The Osceola County Board of County Commissioners has established a Minority and Woman-owned Business Enterprise (MWBE) Program with a combined 25% participation goal for LSBE and MWBE contractors and subcontractors. The purpose of this program is to promote and encourage the participation of MWBE as Contractor or Subcontractor on County awards.

The Osceola County Board of County Commissioners has established a Service Disabled Veteran's Business Enterprise (SDVBE) Program to address the economic disadvantage of service-disabled veterans. Whenever the County is considering two (2) or more bids, proposals, or responses to a solicitation for the procurement of goods, services and/or construction, which are equal with respect to price, quality and services where at least one (1) response is from a certified SDVBE, the County shall award the agreement to the SDVBE.

Bidders must include a list of subcontractors by completing Exhibit "G", Proposed Schedule Of Subcontractors Participation (with MWBE, SDVBE and LSBE designation), which identifies which firms are MWBE and SDVBE and the proposed percentage and the dollar value of the contract to be performed by each firm.

During the term of the agreement, Contractors using Subcontractors will be required to report on the percentage and the dollar value of the contract performed by MWBE and SDVBE Subcontractors at the time of submission of each pay application or invoice.

- D10. Drug-Free Workplace Preference:** Certification of an implemented drug-free workplace program must be included with the bid when the bid is submitted. If your firm has implemented a drug-free workplace program, please complete Attachment E, Drug-Free Workplace Certification and include with your bid submittal.

- D11. Debarred Bidders:** The County reserves the right to suspend award, withhold award, rescind award, or forego award to any Bidder or contractor who is found to have been debarred from doing business with the State of Florida or any

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other public entity. It shall be at the County's sole determination as to the desirability of contracting with a Bidder or contractor who has been debarred from doing business with any public entity.

- D12. Determining Responsibility:** In determining responsibility, the following qualifications will be considered:
- (a) The Bidder's ability, capacity, and skill to perform the contract or provide the service within the time specified.
 - (b) The reputation, judgment, and experience of the Bidder.
 - (c) The quality of performance of previous contracts or services, including previous performance with the County.
 - (d) Previous and existing compliance by the Bidder with laws and ordinances relating to the contract or service.
 - (e) Financial resources of the Bidder to perform the contract or provide the service.
 - (f) Ability to provide future maintenance and service for the use of the subject of the contract.
 - (g) Whether the Bidder is in arrears to the County on a debt or contract, or is in default on surety to the County, or whether the Bidder's taxes or assessments are delinquent.
- D13. Employment Eligibility Verification (E-Verify):** In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of an Agreement resulting from this solicitation is or will be funded using state or federal funds, the Bidder/Contractor must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Bidder/Contractor must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the RECIPIENT is a state or local government, the Bidder/Contractor may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract(s), such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>
- D14. Sovereign Immunity:** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Solicitation to the contrary, nothing in this Solicitation shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Solicitation shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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E. Scope of Services

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- E1. General Requirements:** The CONTRACTOR will perform an annual pre-spring training cleaning as agreed upon with the project manager. The CONTRACTOR shall provide janitorial services for Osceola County Stadium during and after each scheduled spring training game, as well as special events on an as needed basis.
- E2. Hours of work:** The CONTRACTOR shall perform janitorial services during and immediately after each spring training game and scheduled event so stadium is ready for use the next morning. No work shall be performed on County holidays without advance written permission from the COUNTY.
- E3. Availability:** The CONTRACTOR shall be available during normal business hours, with four (4) hours of notification, to meet with COUNTY personnel to discuss problem areas.
- E4. Description of Work:**
- (a) **ANNUAL PRE-SPRING TRAINING CLEANING:** The CONTRACTOR will perform an intensive pressure wash cleaning of the entire stadium as agreed upon with project manager and completed by 2/15/2015. The initial cleaning will include but not be limited to washing down all seating, dugout tops, pressure wash walkway areas inside and outside stadium including stadium bowl, bathroom floors, remove all chewing gum and sticky residue from all surfaces, wash all windows inside and out, remove all spider webs, thoroughly clean and sanitize all exterior garbage cans and lids, and stairwells.
 - (b) The CONTRACTOR will provide a pressure washer, hoses and nozzles with a minimum 3200 psi for pressure washing services. There are various water hook-ups throughout the facility. Water hook-ups are in each tunnel, in front of each of the main bathroom, on the concourse, on the outside of the Major League clubhouse and Minor League clubhouse, and a hookup in each of the dugouts.
 - (c) The CONTRACTOR shall strip, clean, wax and buff floors annually in the stadium kitchen in the press dining area and stadium county office kitchen floor. All other areas of the stadium kitchen shall be maintained by the caterer. The CONTRACTOR shall provide all equipment necessary to do so including chemical stripper and floor wax.
 - (d) **IMMEDIATELY AFTER EACH SPRING TRAINING GAME OR EVENT:** The CONTRACTOR shall sweep and or use a gas blower to make sure the entire seating bowl and all common areas are free from all trash, i.e.: peanut shells, cups and all paper trash.
 - (e) The CONTRACTOR shall empty all interior and exterior trash cans, thoroughly clean and sanitize all exterior garbage cans and lids as needed and replace all liners. Remove all trash in parking lots, grass, field and common areas. Of which, the CONTRACTOR shall dispose and remove trash away from site to dumpster provided by the County.
 - (f) The CONTRACTOR shall provide and maintain a trailer on-site to haul garbage.
 - (g) The CONTRACTOR shall wash down all seating, dugout tops, walkway areas, concourse and bathroom floors after every event, as needed.
 - (h) The CONTRACTOR shall remove all chewing gum and sticky resident from seats, walls, walkway surfaces, as needed, during each visit.
 - (i) The CONTRACTOR shall remove all spider webs, as needed, during each visit.
 - (j) The CONTRACTOR shall provide a minimum of two (2) bathroom attendants (one male and one female) on duty during each event to keep bathrooms clean and in working order. For each spring training game, bathroom attendants shall be present three (3) hours prior to game time. Bathroom attendants shall keep supplies stocked, plunge and clean bathrooms as needed. The CONTRACTOR shall also provide a minimum of two (2) stadium attendants to monitor all trash receptacles during spring training games and to clean all spills, including bio-spills. For events other than spring training games the County will determine if bathroom attendants will be required for an event on an as needed basis, the cost for

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attendants will be determined in price schedule.

- (k) The CONTRACTOR shall thoroughly clean the stadium each visit in order to eliminate offensive odors such as beer and chewing tobacco.
- (l) The CONTRACTOR shall provide rubber gloves to employees for cleaning purposes due to the large amount of chewing tobacco used by visitors.
- (m) The CONTRACTOR shall clean playing field camera pit each visit.
- (n) The CONTRACTOR shall clean the field dugouts each visit.
- (o) The CONTRACTOR shall clean and stock the dugout restrooms each visit.
- (p) The CONTRACTOR shall clean all interior and exterior windows in the stadium, inside and out after each event, as needed.
- (q) The CONTRACTOR shall clean tables, vacuum floors and clean windows in the stadium dining room and suites.
- (r) The CONTRACTOR shall clean the outside counters of the concession stands.
- (s) The CONTRACTOR will supply enough staff to complete cleaning after each event and have the stadium ready for use the next morning.
- (t) The CONTRACTOR shall NOT be responsible for cleaning inside the ticket office, team store and concession stands.
- (u) The CONTRACTOR shall pressure wash the entire stadium a minimum of once every four (4) events and more often if determined to be necessary by the County's Project Manager.
- (v) The CONTRACTOR shall provide all equipment necessary to perform job to specifications, i.e.: pressure washer, hoses, nozzles, mops, brooms, vacuum cleaners, dust pans, etc. The COUNTY shall provide a janitorial closet for the vendor to keep equipment and supplies and water hookup for pressure washing.

E5. Description of Stadium Areas:

Osceola County Stadium is approximately 2,500 sq. ft. (interior) and has approximately 5,300 seats.

- (a) Two (2) floors
- (b) Three (3) stairwells (2 exterior, 1 interior)
- (c) Four (4) suites
- (d) Five (5) radio/television booths.
- (e) One (1) press box
- (f) One (1) PA booth
- (g) One (1) media dining room
- (h) One (1) media work room
- (i) Two (2) dugouts
- (j) Two (2) dugout restrooms.

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- (k) Eleven (11) restrooms
- (l) One (1) First Aid room
- (m) Two (2) restrooms in press dining

- E6. Supplies:** The COUNTY will supply all materials, such as cleaning chemicals, hand towels, toilet paper, trash can liners and soap.
- E7. Special Services:** The CONTRACTOR shall provide, other than pre-spring training annual cleaning, additional services of waxing and stripping of flooring for an additional square foot cost list in the bid fee schedule, under Additional Services. The CONTRACTOR shall perform additional services only when notified by the COUNTY.
- E8. Frequency of Service:** There will be one annual pre-spring training cleaning, to be completed by the second week for February, 2/15/15. There will be between 12-16 Spring Training Games during March, schedule will be provided by December of each year or sooner if available. There will be multiple other events which the Project Manager will schedule with the CONTRACTOR on an as needed basis.
- E9. Project Manager(s):** The COUNTY's Project Manager(s) shall be Erik Anderson and/or, Chris Cavender and/or Frank Smith, who shall have the responsibility for managing the work performed by the Contractor.
- E10. Services to be completed after each event:**

EXTERNAL CLEANING OF STADIUM
Clean Concourse
Remove all spider webs
Clean all common areas
Clean all external windows
Wipe ticket receptacles
Pressure wash/spot clean, if needed
Remove gum or sticky materials
Empty all trash cans, re-line and dispose of trash
Clean and restock all bathrooms
INTERIOR AND EXTERIOR STAIRWELLS
Remove all spider webs
Sweep and damp mop
Remove gum or sticky materials
Dust and sanitize handrails
TEAM STORE
Clean external windows
INTERNAL CLEANING OF STADIUM
Empty all trash cans from the inside of stadium, re-line containers and clean if necessary and remove trash to dumpsters.
Sweep or use gas blower to clear each row in the stadium bowl for loose trash and dispose of.
Wash seats
Clean internal windows
Wipe tables and benches near all concession stands first and second levels.
Pressure wash/spot clean, if needed.
Clear all debris from beer garden indoor/outdoor carpet area
Clean and restock all bathrooms

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Procurement Representative: Kyle Carter Email: kyle.carter@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Janitorial Services for Stadium		

SUITES, PRESS BOX, PA ROOM, PRESS DINING, PRESS OFFICES, FIRST AID ROOM AND TV/RADIO ROOM.

Vacuum

Clean windows, counters, sinks and dust blinds

Remove all spider webs

Empty all trash cans, replace liners and dispose of trash

Wipe down AC vents so they clean and free from dust

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Title : Janitorial Services for Stadium		

SAMPLE
DOCUMENT

SECTION F. BID PRICE SCHEDULE.

In accordance with the terms, conditions, and scope of services set forth above, the Bidder hereby submits the following prices for **AR-15-04022-KC Janitorial Services for Stadium**, as follows:

Item	Description	Unit Price	Estimated Quantity	Extended Price (Unit X Quantity)
OSCEOLA COUNTY PRO STADIUM				
1.	Pre-cleaning, prior to Spring Training	\$ 7,000	1	\$ 7,000
2.	Janitorial services per each Spring Training Game including bathroom and trash attendants.	\$ 3,500	14 games	\$ 49,000
3a.	Janitorial Services for contracted special events. Cost for bathroom attendants will be determined under additional services. Pricing shall be based on attendance levels as follows: 1-500 people	\$ 750	1	\$ 750
3b.	500 - 1000 people	\$ 999	1	\$ 999
3c.	1001 - 1500 people	\$ 1,600	1	\$ 1,600
3d.	1501 - 4500 people	\$ 2,500	1	\$ 2,500
3e.	4501+ people	\$ 4,999	1	\$ 4,999
BID TOTAL – this number will be used for evaluation purposes				66,848

Additional Service	
Waxing and Stripping of Flooring	\$ <u>1.40</u> Per Square Foot
Cost per bathroom attendant for events other than spring training games.	\$ <u>17.25</u> Per Hour

I/we, the undersigned, as authorized signatory to commit the firm, do hereby accept in total all the terms and conditions stipulated and referenced in this bid document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the bid document or as negotiated pursuant thereto. The undersigned, having familiarized him/herself with the terms of the bid documents, local conditions, and the cost of the work at the place(s) where the work is to be done, hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the scope of services and other documents including Addenda, if any, on file at the Procurement Services Office for the price set forth herein in Attachment "F". The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this bid document or as otherwise agreed to between the parties in writing.



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Title : Janitorial Services for Stadium		

Authorized Signatory
PRESIDENT

Printed Name
12/29/2014

Title

Date

Mailing Address: 123 MAIN DRIVE, KISSIMMEE, FL 52341

Phone/Fax/E Mail Address: 123-456-7890 / VENDORZ@GMAIL.COM

NOTARY:
STATE OF _____
COUNTY OF _____

Sworn and Subscribed before me this _____ day of _____, 20____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

Authorized Signature: _____

Date: _____

SAMPLE
DOCUMENT

>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

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Procurement Representative: Kyle Carter Email: kyle.carter@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Janitorial Services for Stadium		

SECTION G. CERTIFICATION OF BIDDER.

To the Procurement Services Office Director:

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that this bid is genuine, not a sham or collusive or made on behalf of another person, firm, or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any other person, firm, or corporation to submit a sham bid or refrain from submitting a bid; and that the undersigned has not in any manner sought collusion to secure an advantage over any other Bidder. By submittal of this bid, the undersigned agrees to abide by all terms and conditions set forth herein, including, but not limited to, the specifications, bid security, and timely delivery of the services and/or equipment to be procured hereby.

Please place a check mark (✓) next to each applicable required submittal documents listed below:

- Invitation to Bid cover page completed and signed (Page 1 of the solicitation document) - **REQUIRED**
 - Completed and executed Certification of Bidder (Section G) - **REQUIRED**
 - Proof of Current Insurance as defined in Section B9. - **REQUIRED**
 - Occupational License / Osceola County Local Business Tax Receipt, as applicable - **REQUIRED**
 - Public Entity Crimes, Attachment C - **REQUIRED**
 - Conflict of Interest, Attachment D - **REQUIRED**
 - Drug-Free Workplace Certification, Attachment E – if applicable
 - Experience of Bidder, Attachment F - **REQUIRED**
 - Proposed Schedule of Subcontractor Participation, Attachment G – **REQUIRED**
 - Articles of Incorporation / Corporate Documents, Attachment I - **REQUIRED**
 - All Attachments, as applicable
 - Addendum Acknowledgement, if applicable
 - Bid / Performance Bonds, if applicable
 - Single reproducible diskette, CD-ROM or memory stick containing entire bid submittal
 - Vendor Demographics Survey Form (Attachment H - Optional)
1. Acknowledgment is hereby made of receipt of addenda issued during the solicitation period:
Addendum # _____ through addendum # _____
 2. If the Bidder is not successful as Prime Supplier, will the Bidder be willing to serve in a Secondary Supplier capacity under the same terms and conditions contained herein? Yes _____ No _____
 3. Osceola County is currently contracted with Bank of America for the utilization of their VISA credit card. Please indicate whether your company will accept VISA payments for payment of services/commodities in lieu of a County check.
Yes _____ No _____
 4. If Bidder is willing to offer a prompt payment discount, list here: Discount _____ % within _____ days.

Signature of Authorized Representative:		Date:
Printed Name:		Title:

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Title : Janitorial Services for Stadium		

**ATTACHMENT "A"
STATEMENT OF "NO BID"**

If you do not intend to bid on this requirement, please complete and return this form, prior to the date shown for receipt of bids, to the **Osceola County Procurement Services Office, 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741**.

I/we have declined to bid on **AR-15-04022-KC Janitorial Services for Stadium**, for the following reasons:

- _____ Specifications are too "restrictive" (i.e. geared toward one brand or manufacturer) as explained below.
- _____ Insufficient time to respond to Invitation to Bid
- _____ I/we do not offer this product or equivalent
- _____ My/our product sheet would not permit us to perform the services required
- _____ Unable to meet specifications
- _____ Unable to meet bond requirements
- _____ Specifications unclear as explained below
- _____ Other as specified below

Remarks: _____

I/we understand that if the "No Bid" letter is not executed and returned, my/our name may be deleted from the list of qualified Bidders for Osceola County for future projects.

 Typed Name and Title

 Signature and Title

 Company Name

 Address

 Telephone Number

 Date

 Email Address

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**ATTACHMENT "B"
INSURANCE REQUIREMENTS**

1. The successful Bidder/Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the County, in the form of a certificate *prior* to the start of any work, nor shall the successful Bidder/Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
3. The successful Bidder/Contractor and/or subcontractor shall maintain the types of insurance, with the respective limits as outlined in the provided hereto sample Acord 25 Certificate of Liability Insurance.
2. **County as Additional Insured:** The successful Bidder/Contractor and/or subcontractor shall name the "Osceola County Board of County Commissioners and Osceola County" as an Additional Insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the County with proof of same.
2. **Certificates of Insurance:** The successful Bidder/Contractor and/or subcontractor shall provide the County's Procurement Services Office with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:
 1. The name of the insured Contractor,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy,
 5. The effective date,
 6. The termination date,
 7. A statement that the insurer will mail notice to the County at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy, and;
 8. The Certificate Holders Box must read as follows:

**Osceola County Board of County Commissioners
c/o Director of Human Resources
1 Courthouse Square, Suite 4700
Kissimmee, Florida 34741**

Any other wording in the Certificate Holders Box shall not be acceptable. Non-conforming certificates will be returned for correction.

***NOTE – FOR CONTRACTING PURPOSES THE CERTIFICATE OF INSURANCE MUST BE DELIVERED TO OSCEOLA COUNTY PROCUREMENT SERVICES, 1 COURTHOUSE SQUARE, SUITE 2300, KISSIMMEE, FLORIDA 34741**

3. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Bidder's/Contractor's obligation to fulfill the insurance requirements specified herein.
5. **Subcontractors:** The successful Bidder/Contractor shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of an Agreement, maintain the same insurance requirements set forth herein. In addition, the successful Bidder/Contractor shall maintain proof of same on file and made readily available upon request by the County.
3. **Loss Deductible Clause:** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Bidder/Contractor and/or subcontractor providing such insurance.

Authorized Signature: _____ Date: _____

The County reserves the unilateral right to modify the insurance requirements set forth at anytime during the process of solicitation or subsequent thereto.

**PLEASE COMPLETE AND SUBMIT WITH BID
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**ATTACHMENT "C"
PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number **AR-15-04022-KC**, for **Janitorial Services for Stadium**.
2. This sworn statement is submitted by _____ whose business address is
[Name of entity submitting sworn statement] _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ and my relationship to the above is
[Please print name of individual signing] _____
4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity 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 an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(l) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged

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with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment C, Public Entities Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH BID
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Title : Janitorial Services for Stadium		

**ATTACHMENT "D"
CONFLICT OF INTEREST STATEMENT**

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

- A. I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.
- B. Said entity is submitting this bid/offer to **AR-15-04022-KC**, titled **Janitorial Services for Stadium**.
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Office or Department.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within Osceola County government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment D, Conflict of Interest Statement, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

(stamp)

**PLEASE COMPLETE AND SUBMIT WITH BID
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**ATTACHMENT "E"
DRUG-FREE WORKPLACE CERTIFICATION**

The drug-free certification form below must be signed and returned with the bid.

In order to have a drug-free workplace program, a business shall:

- (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' 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 the first paragraph.
- (4) In the statement specified in the first paragraph, 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, Florida Statutes, 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 the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment E, Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

NOTARY PUBLIC, State of _____

(stamp)

PLEASE COMPLETE AND SUBMIT WITH BID – IF APPLICABLE

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**ATTACHMENT "F"
EXPERIENCE OF BIDDER**

The following questionnaire shall be completed by the Bidder to assist in the evaluation of the bid submittals.

1. **FIRM NAME:** _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ Fax: _____
 Name of primary contact responsible for work performance: _____
 Phone: _____ Cell Phone: _____
 Email address: _____
 Name of alternate contact should primary not be available: _____
 Phone: _____ Cell Phone: _____

2. **PERSONNEL:** Please provide the current composition of your workforce:

Description	Number
Total Number of Employees	
Management	
Technical	
Clerical	

3. **EXPERIENCE:**
 Years in business: _____
 Years in business under this name: _____
 Years performing this type of work: _____
 Value of work now under contract: _____
 Value of work in place last year: _____
 Percentage (%) of work usually self-performed: _____
 Name of subcontractors you may use: _____
 Has firm: Failed to complete a contract: _____
 Been involved in bankruptcy or reorganization: _____
 Pending judgment claims or suits against firm: _____
 What company do you use for pre-employment criminal background checks? _____

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4. **SAFETY:**

Have you had any OSHA fines within the last three (3) years? YES NO

Have you had any job related fatalities within the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit, on a separate sheet, the details describing the circumstances surrounding each incident.

5. **INSURANCE AGENCY COMPANY NAME:** _____

Agent Contact: _____ Phone: _____

Total Bonding Capacity: \$ _____

Value of Work Presently Bonded: \$ _____

6. **LOCAL SERVICE FACILITY:**

Name of local service center: _____

Address of local service center: _____

Telephone number: _____

Contact person: _____

7. **WORK EXPERIENCE:**

List your three (3) most significant commercial projects where the contract was similar in scope and size to this Bid completed in the last three (3) years:

Reference #1:

Company/Agency Name: _____

Address: _____

Contact Person: _____

Phone: _____ Fax: _____

Email address: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

Reference #2:

Company/Agency Name: _____

Address: _____

Contact Person: _____

Phone: _____ Fax: _____

Email address: _____

Project Description: _____

Contract \$ Amount: _____

Date Completed: _____

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Title : Janitorial Services for Stadium		

Reference #3:

Company/Agency Name: _____
Address: _____
Contact Person: _____
Phone: _____ Fax: _____
Email address: _____
Project Description: _____
Contract \$ Amount: _____
Date Completed: _____

NOTE: Please do not include projects completed or currently underway with Osceola County Government.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in Attachment F, Experience of Bidder, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was executed before me this ____ day of _____, 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp) _____
NOTARY PUBLIC, State of _____

PLEASE COMPLETE AND SUBMIT WITH BID
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Title : Janitorial Services for Stadium		

ATTACHMENT "H" Vendor Demographics Survey

Company Name: _____
 Company Address: _____
 City, State, and Zip: _____
 Telephone: _____ Fax: _____ Email: _____

1. How many people comprise your workforce? _____
2. Based on your current workforce, how many employees are residents of Osceola County? _____
3. Is your company currently certified as a Local Small Business Enterprise, minority, woman, or service-disabled veteran owned business (MWBE or SDVBE) with Osceola County? (For more info, call (407) 742-0900 prior to bid due date.)

 Yes No
4. Based on your total workforce, please provide the number of workers your company employees by the ethnic affiliations listed in the chart below.

	Male	Female
Hispanic / Latino		
Caucasian / White		
African American/Black		
Asian / Pacific Islander		
American Indian / Native American		

Thank you for participating in this survey.

Preparer's Name (print please): _____

Preparer's Signature: _____

Date: _____

AR-15-04022-KC	Due Date & Time: December 30, 2014 2:00pm	Advertised Date: November 30 & December 4, 2014
Procurement Representative: Kyle Carter Email: kyle.carter@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Janitorial Services for Stadium		

Attachment "I"
Articles of Incorporation / Corporate Documents

Bidder/Proposer must include a copy of their **State Certificate of Good Standing/Articles of Incorporation**, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document is authorized to bind the corporation. Examples include:

- (a) A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- (b) A copy of a resolution listing the members of staff as authorized signatories for the company.
- (c) A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

Complete the information below and submit with the bid or proposal:

Type of Organization:

Corporation Partnership Non-Profit
 Joint Venture Sole Proprietorship

State of Incorporation: _____

Principal Place of Business: _____
City/County/State

Federal I.D. or Social Security Number: _____

PLEASE COMPLETE AND SUBMIT WITH BID
>>>>Failure to submit this form with your Bid may disqualify your submittal. <<<<

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ATTACHMENT "J"
Osceola County Board of County Commissioners
SUBSTITUTE W-9/VENDOR UPDATE FORM

This form is to be used by Divisions/Departments/Offices to request the Office of the Comptroller to add a vendor currently not in the IFAS System. Vendor to complete the information on this form.

Please print or type	Name of Firm (as shown on your income tax return)		
	Doing Business As (if different from above)		
	Address (Number, Street and Apt. or Suite No.)		
	City, State and ZIP Code (5 + 4)		
	Contact Person	Phone # (w/area code)	Fax #(w/area code)
	Email Address (1)	Web Site Address	
	Remittance Address (Number, Street and Apt. or Suite No. / or PO Box No.)		
	City, State and ZIP Code (5 + 4)		
	Email Address (2)	Phone # (w/area code)	Fax #(w/area code)

Part I Taxpayer Identification Number (TIN)	
Please select the appropriate button below that describes your business and enter to the right your Federal Tax Identification Number or *Social Security Number (Individual). The TIN provided must match the name given on Line 1 to avoid backup withholding. Foreign person to complete applicable W-8.	Social security number
	OR
	Employer identification number
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Other (refer to IRS instructions)	<input type="checkbox"/> Exempt payee

Are any officers, owners, or partners employees of Osceola County? Yes No

Part II Certification			
Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person.			
<table border="0"> <tr> <td>Sign Here</td> <td>Signature of U.S. person ▶</td> <td>Date ▶</td> </tr> </table>	Sign Here	Signature of U.S. person ▶	Date ▶
Sign Here	Signature of U.S. person ▶	Date ▶	

*Osceola County collects your social security number for the following purposes: classification of accounts; identification and verification; billing and payments; reconciliation, tracking, and tax reporting. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

To be completed by the Division/Department/Office		
Requestor	Division/Department/Office	Date
Telephone		

To be completed by the Comptroller's Office:		
Vendor #	Clerk's Initials	Date

AR-15-04022-KC	Due Date & Time: December 30, 2014 2:00pm	Advertised Date: November 30 & December 4, 2014
Procurement Representative: Kyle Carter Email: kyle.carter@osceola.org	Respond to: 1 Courthouse Square, Suite 2300, Kissimmee, Florida 34741 Phone: (407) 742-0900 Fax: (407) 742-0901	
Title : Janitorial Services for Stadium		

**Attachment "K"
Solicitation Response Identification Label**

NOTICE TO ALL BIDDERS: For your convenience, the label below has been provided to properly identify your solicitation submittal. Place your submittal in a sealed envelope or package, type or print the company name and address in the area provided below, and affix the label on the outer surface of the envelope or package.

Osceola County requests that all visitors check-in at the Procurement Services reception desk. If you are hand-delivering a solicitation, a time/date stamp is available at the reception desk. The solicitation submittal envelope or package and label will be date stamped by a receptionist who will notify the appropriate Procurement staff. A record of all deliveries and delivery times will be documented at the Procurement Services reception desk and such record will be retained by Procurement Services.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR SOLICITATION REPLY ENVELOPE OR PACKAGE.

Cut out the label and tape it to the outer sealed solicitation envelope or package.



	SEALED BID*****DO NOT OPEN*****SEALED BID*****DO NOT OPEN	
SOLICITATION NUMBER	AR-15-04022-KC	
SOLICITATION TITLE	Janitorial Services for Stadium	
PROCUREMENT ANALYST	Kyle Carter	
DUE DATE		TIME: 2:00 P.M. Local Time
BIDDER TO PROVIDE /COMPLETE INFORMATION BELOW		
FROM FIRM NAME		
FIRM ADDRESS		
CITY, STATE, ZIP		
<p>PLEASE DELIVER TO OSCEOLA COUNTY PROCUREMENT SERVICES OFFICE. 1 Courthouse Square, Suite 2300, Kissimmee FL 34741</p> <p>Bids may not be delivered to any other Osceola County office location. It is BIDDER'S responsibility to ensure that the bid is received in the Procurement Services Office by the stated date and time. Any bid received after this date and time will not be accepted or considered.</p>		