

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS



REQUEST FOR PROPOSALS JANITORIAL SERVICES

RFP # 2021-06

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION OFFICE
55 N THIRD STREET
MACCLENNY, FL 32063
PHONE: 904-259-3613
EMAIL: sara.little@bakercountyfl.org

RFP # 2021-06
JANITORIAL SERVICES

The Baker County Board of County Commissioners, Florida (County) will receive sealed proposals until **3:00 PM** local time, on **May 13, 2021** at the County Administration Office located at 55 N. Third Street, Macclenny, Florida 32063. Bids delivered to any other location will not be considered received by the Administration Office. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Bidder. Bids will not be accepted via fax. Shortly after the bid due time has expired, the bids will be publically opened and announced.

A clearly marked original and three (3) copies must be sealed in an envelope and clearly marked **“RFP 2021-06 Janitorial Services”** on the exterior of the package submitted.

Request for additional information or clarifications must be made in writing to the Administration Office. Facsimile or e-mail questions are acceptable. The Administration Office will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be posted on the County’s website prior to the deadline for responding to this Request For Proposals. Questions must be received no later than 3:00 PM on May 10, 2021.

Baker County Board of County Commissioners
Administration Office
55 N. Third Street
Macclenny, Florida 32063
sara.little@bakercountyfl.org
904-259-3613

It will be the sole responsibility of the Bidder to check the County’s website prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their bid. Website: www.bakercountyfl.org/purchasing.php

Contractors to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and County holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Administration Office or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The Baker County Board of County Commissioners reserves the right to reject any or all bids, to waive any informalities or irregularities in any bids received, to re-advertise for bids, or take any similar actions that may be deemed to be in the best interest of the County.

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

Sara Little
County Manager

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Request For Proposals

Janitorial Services

RFP 2021-06

INTRODUCTION

1.1 Purpose

The Baker County Board of County Commissioners, Florida (“the County”) is seeking a qualified, experienced and licensed company to provide janitorial maintenance services and supplies for the County’s Courthouse, Public Defender’s Office, County Administration, Community Development Department, Emily Taber Public Library, Extension Office and Fire Rescue Headquarters in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). The County is seeking to award a one (1) year contract with two (2) annual extensions.

1.2 Submission Deadline

Sealed proposals shall be delivered during the County’s normal business hours in a sealed envelope and addressed to the County Manager, Baker County Board of County Commissioners 55 N. 3rd Street, Macclenny FL 32063 no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. The Contractor is responsible for making certain that their proposal is received at the location specified by the due date and time. Baker County is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The County’s normal business hours are Monday through Friday, 8:30 a.m. through 5:00 p.m. excluding holidays.

1.3 Pre-proposal Conference and Site Visit

A pre-proposal site visit can be scheduled upon request. This conference is not mandatory.

1.4 Minimum Qualifications

- a) Bidder must have a licensed business to perform Janitorial services in the State of Florida.
- b) Bidder must have been in the business of performing janitorial services for a minimum of one (1) year
- c) Before awarding a contract, the County reserves the right to require that a Contractor submit evidence of his/her qualifications as the County may deem necessary.

Further, the County may consider any evidence of the financial,

technical, and other qualifications and abilities of the bidder in making the award in the best interest of the County.

2.0 SCOPE OF WORK FOR JANITORIAL SERVICES

- 1) Service Locations:
 - a) Baker County Courthouse, 339 E. Macclenny Ave, Macclenny FL 32063.
 - b) Public Defender's Office, 81 N 3rd St, Macclenny, FL 32063.
 - c) County Administration, 55 N 3rd St, Macclenny, FL 32063.
 - d) Community Development Dept., 360 E Shuey Ave., Macclenny, FL 32063
 - e) Fire Rescue Headquarters, 1190 W. Macclenny Ave., Macclenny, FL 32063
 - f) Emily Taber Public Library, 14 W. McIver St., Macclenny, FL 32063
 - g) Extension Office, 1025 W. Macclenny Ave., Macclenny, FL 32063

- 2) Janitorial services shall be performed per the schedule below after regular working hours time permitting. (5:00pm or thereafter)

The Contractor shall perform services on each of the specified days, except for observed holidays. When an observed holiday falls on a regularly scheduled service day, and County offices are closed, the Contractor shall perform the regularly scheduled services on the next workday following the holiday closure. Exceptions will require arrangements with the County's Maintenance Director, or his designee.

- 3) Service shall include all offices, courtrooms, hearing rooms, jury rooms, conference rooms, common areas, lobbies, hallways, waiting areas, janitorial closets, elevators (passenger and freight), stairwells and landings, and restrooms.

4) Daily Services – **Courthouse only (Monday through Friday)**

- Empty wastebaskets, replace bag liner if ripped, soiled or wet
- Dispose of refuse to an outside dumpster
- Empty and clean all ashtrays and cigarette receptacles (including those on stairwell landings and outside of building entrances)
- Clean all table and counter surfaces not having paper or materials stored on them
- Dispose of any cardboard packing or discarded materials or items left for removal to outside dumpster.
- Clean any area or item that obviously needs immediate attention due to incidental spills, leaks or debris.
- Clean all glass main entry doors.
- Sweep all hard flooring as needed (including elevators and stone surfaced flooring; spot clean any dirt or stains with appropriate cleaners and solvents as needed to maintain an acceptable appearance.
- Vacuum all carpeting as needed (minimum once a week) with approved vacuum cleaner
- Clean restrooms.
- Refill hand towel dispensers, toilet paper, and hand soap.
- Clean and sanitize drinking fountains.
- Sweep clean all landings and stairwells.

5) Weekly services – **One time a week for locations B-E. Three times a week for locations F&G.**

- Empty wastebaskets, replace bag liner if ripped, soiled or wet
- Dispose of refuse to an outside dumpster
- Empty and clean all ashtrays and cigarette receptacles (including those on stairwell landings and outside of building entrances)
- Clean all table and counter surfaces not having paper or materials stored on them
- Dispose of any cardboard packing or discarded materials or items left for removal to outside dumpster.
- Clean any area or item that obviously needs immediate attention due to incidental spills, leaks or debris.
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- Vacuum all carpeting as needed (minimum once a week) with approved vacuum cleaner
- Clean restrooms.
- Refill hand towel dispensers, toilet paper, and hand soap.
- Clean and sanitize drinking fountains.
- Sweep clean all landings and stairwells.

B. Courthouse

- Polish furniture.
- Clean and polish all table and counter surfaces which are free of material.
- Wipe down all interior window frames, and sills with damp cloth.
- Clean all non-glass doors and door frames
- Wipe down all shelving with damp cloth.
- Vacuum all fabric covered furniture and partitions
- Wipe down elevator walls, polish interior cab with all-purpose cleaning spray or furniture polish.
- Clean all elevator hand railings and metallic wall panels with stainless steel cleaner/polish.

6) Biweekly (every other week) – **Courthouse**

- Damp mop, wax and buff hard flooring (including elevators). Does not include stone surfaced flooring.
- Clean all blinds, chandeliers, wall plates, door hardware and stairwell railings

7) Monthly services – **All locations**

- Dust and clean all air conditioning registers and air return vents.
- Clean all vinyl furniture with vinyl cleaner.
- Scrub, rinse, spray buff and wax hard floors (excluding stone surfaced flooring, utilizing proper floor care machinery.
- Wipe down all walls and clean any spider webs from corners or ceilings.
- Clean interior window glass.
- Clean baseboards.

8) Quarterly Services – **Courthouse**

- Strip, scrub, rinse and wax hard floors (excluding stone surfaced flooring, utilizing proper floor care machinery. (This service is to be provided within fifteen days of start-up of contract or trial period and performed quarterly thereafter).

9) All cleaning methods used to perform the cleaning outlined in the specifications must be those that are universally accepted in the cleaning maintenance field. Also, each cleaning function shall be completed in workmanlike manner. All cleaning requirements must be performed in its entirety in accordance with the specifications.

10) The Contractor shall provide adequate personnel to ensure that janitorial tasks are completed according to the schedule in Items 4-8.

11) Initial Cleaning Requirements

The Contractor, in addition to the initial month's services, shall bring all facilities to contract standards during the first month of the contract. The initial cleaning will be in addition to routine cleaning tasks, but will not be billable as additional work performed. The Contractor, his supervisor(s) and the Baker County Maintenance Director, or designee, will meet prior to the first week of the contract to ensure that the facilities will meet the contract standards. Failure to successfully complete this initial phase may be a determining factor in discontinuing the services under the contract.

12) Contractor's Employees

a) Contractor's employees are to present a professional appearance. Contractor's employees shall be neat, clean, well groomed, and courteous, properly uniformed and conduct themselves in a respectable manner while performing duties and while on County property.

b) Employees shall wear an appropriate uniform.

c) Employees shall wear a nametag specifying the name of the employee and the Contractor's company name.

d) At start of contract, the contractor shall provide the County with a listing of all personnel assigned to the contract.

e) In addition, the Contractor shall provide a listing of names, emergency telephone numbers and cell numbers of supervisory personnel assigned to the contract. It will be the Contractor's responsibility to keep this list up to date.

f) The County's Maintenance Director, or his designee may request the Contractor to remove any employee if it is determined that services are not being performed in accordance with the terms and conditions of the contract.

g) Prior to start of work, the Contractor will need to complete a background check on all employees that will be working on County property.

13) Supervision:

Contractor shall provide an adequate number of trained and qualified

supervisors capable of providing the necessary supervision to satisfy the contract during all service hours. The supervisor shall be responsible for monitoring and administration of personnel activities, and resolution of any service problems. Each supervisor shall be capable of verbal and written communication in the English language and shall be able to effectively communicate with the service workers.

14) Unauthorized Personnel:

The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, or any other persons unless said person is an authorized Contractor employee. Baker County prohibits teenagers, minors, or children to work in County owned buildings under this Agreement.

15) Materials and Equipment

- a) The Contractor shall provide all materials, supplies, and equipment as required to properly maintain the facilities and areas in an acceptable condition. This shall include all required maintenance and cleaning products, including, but not limited to: cleaners, disinfectants, bleach, floor care cleaners and protective coatings, etc. It shall also include brooms, mops (wet and dry/dry dust mops), mop handles, dust mop handles, dust pans, bowl mops, bowl brushes, putty knives, dusters, sponges, rags, window squeegees, floor pads, rubber gloves, for trash removal, spray bottles, floor machines, vacuum cleaners, etc., needed to perform the cleaning.
- b) All supplies must be used in accordance with the manufacturer's recommendations and instructions. All containers must be labeled with the manufacturer's brand name, name of product, and its recommended use.
- c) All floor finishes, floor sealer, floor stripper, germicidal cleaner, disinfecting cleaner, carpet cleaner, supplies, detergents, defoamer, spotter metal and wood polishes, etc. must be registered with the United States Department of Agriculture. Contractor's employees must use protective gloved clothing when using (harsh) skin-irritating chemicals.
- d) All equipment used in the cleaning operation of any Baker County building must be in good safe operating condition as required by OSHA. Equipment with broken or exposed electric wires will not be allowed to be used.

16) County - Furnished Supplies

- a) The County will provide the Contractor with supplies such as toilet tissue, hand towels, hand soap to be used by County personnel in the restrooms.
- b) Trash can liners for all trash receptacles shall also be provided by the County to be installed by the Contractor.

17) Safety

- a) The Contractor shall be responsible for instructing employees in safety measures considered appropriate. In addition, the Contractor shall not permit placing or use of mops, brooms or equipment in traffic lanes or other locations in such manner as to create safety hazards and shall provide appropriate warning signs for slippery floor areas caused by cleaning or floor finishing operations. Contractor's employees shall be required to interrupt their work at any time to allow passage of personnel.

- b) The Contractor shall ensure that all employees have been trained and have access to Occupational Safety and Health Administration (OSHA) Exposure to Blood borne Pathogens Rule 29 CFR1910.1030. The Contractor shall ensure that personal protection equipment is provided and decontamination/disposal guidelines are in compliance.

18) Measurements

The square footages for the buildings is the County's best estimate. Bidders will be responsible for their own measurements and must submit a firm price accordingly. There will be no adjustments, for increase or decrease of footage required for the job. Therefore, the total offer must be based on the accurate measurements by bidders during any site visit or inspection. Failure to do so will be at the bidder's risk.

- 19) During the life of the contract, the County may request to add a new location. Prices for any new locations will be negotiated with the contractor.

[End of Scope of Work]

PRICE AND CONTRACT

The agreement resulting from this solicitation will commence on the date of award for one (1) year; with two (2) annual renewal options. Estimated commencement July 1, 2021. County renewal of services for subsequent years will be in part dependent upon acceptability of costs and quality of service.

PROPOSAL EVALUATION CRITERIA

Evaluation of proposals will be based on a 100-point system:

- **Ability to Meet Objectives—40 points**
 - Understanding of the overall needs of the County.
 - Meets minimum qualifications.
 - Experience, and past performance of the company, including persons proposed for the contract, facilities and resources: Staff, Licenses / Certificates, Resources, Training
- **References – 20 points**
 - Results of information obtained from client reference list provided by Contractor.
- **Total Project Cost – 40 points**

TOTAL 100 POINTS

The highest ranked proposal will be presented to the Baker County Board of County Commissioners for award. The County reserves the right to execute or not execute, a contract with the Contractor that is determined to be in the County's best interests. The County reserves the right to award a contract, to cancel the bid, to award to more than one Contractor, at the sole and absolute discretion of the County.

Prohibited Communication. Any form of communication, except to the County Manager, shall be prohibited during the bidding and proposal process, between:

1. Any person seeking an award from such competitive solicitation; and
2. Any County Commissioner or any county employee not identified as a point of contact for this Request for Proposals.

The prohibited communication shall be in effect as of the date of release of this RFP. The provisions of this section shall terminate at the time the Board awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

A violation of the prohibited communication section shall be cause for disqualification of the bid or proposal.

SECTION 2 - TERMS AND CONDITIONS

EXAMINATION OF RFP DOCUMENTS

Each Contractor shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Contractor will in no way relieve the Contractor of the obligations and responsibilities assumed under the contract.

Should a Contractor find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Contractor shall at once notify the County Manager in writing.

Interpretations

No oral interpretations will be made to any potential Contractor as to the meaning of the contract documents. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and posted on the County's website prior to the established response opening date. All addenda are a part of the contract documents and each Contractor will be bound by such addenda, whether or not received. It is the responsibility of each Contractor to check the County website for any addenda issued before responses are submitted.

Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity, may not submit response/bids on leases 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. The "Public entity Crimes" form must be completed, signed and included in the Contractor's proposal.

Conflict of Interest. Any Contractor who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

Changes and Alterations

Contractor may change or withdraw a proposal at any time prior to proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the proposal deadline.

Proposer's Costs

The County shall not be liable for any costs incurred by proposers in responding to this RFP.

Pricing/Delivery

All pricing should be identified on the Cost Proposal page provided in this RFP. No additional costs may be accepted, other than the costs stated on the Cost Proposal page. Failure to use the County's Cost Proposal page and provide costs as requested in this RFP, may deem your proposal non-responsive.

Contractor must quote a firm, fixed cost per week for each location stated in the RFP. All costs including travel shall be included in your proposal. The County shall not accept any additional costs including any travel associated with coming to the Baker County.

Prices proposed shall be valid for at least one-hundred and twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the County and proposer.

Invoices/Payment

The County will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within forty-five (45) days after receipt of an invoice acceptable to the County, in accordance with the Florida Local Government Prompt Payment Act. If, at any time during the contract, the County shall not approve or accept the Contractor's work, and agreement cannot be reached between the County and the Contractor to resolve the problem to the County's satisfaction, the County shall negotiate with the Contractor on a payment for the work completed and usable to the County.

Acceptance of Proposals / Minor Irregularities

- i. The County reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a Contractor an advantage or benefit not enjoyed by other Contractors, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The County also reserves the right to reissue a Request for Proposal.
- ii. The County reserves the right to disqualify Contractor during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Contractor.
- iii. The County reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the County, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the County on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the

estimated percentage of completion of such portion to the total project cost.

- iv. The County may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Contractor agrees to provide such items or services, and shall provide the County prices on such additional items

Protest Procedure

Any bidder or proposer who is allegedly aggrieved in connection with the issuance of the County's recommendation and intent to make a competitive award of a contract may protest to the County Manager in accordance with the Baker County Purchasing Policies and Procedures Manual (11-15-16). The Policies and Procedures manual is posted on the County's website at:

www.bakercountyfl.org/purchasing.php

Click on the link called "View Baker County's Purchasing Policy".

Insurance Requirements

Without limiting Bidders indemnification, it is agreed that the successful Bidder will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Bidders policy contains higher limits, Baker County will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the County naming Baker County as additional insured. Baker County must 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 must be the sole responsibility of the Vendor/Contractor and/or subcontractor providing such insurance. These certificates must provide a ten (10) calendar day notice to the County in the event of cancellation, non-renewal or a material change in the policy.

- a. Statutory Workers Compensation insurance as required by the State of Florida.
- b. Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- c. Comprehensive Automobile Liability insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence and \$100,000.00 property damage.

Indemnification

The Contractor shall defend, indemnify and hold harmless the Baker County BOCC, its officers agents and employees from any and all causes of action, demands, claims, losses, liabilities

and expenditures of any kind, including attorney's fees, court costs, expenses, caused or alleged to be caused by intentional or negligent acts of, or omission of agent/broker, its agents or employees or officers or accruing from the subject matter of an approved contract. Agent/broker shall defend any lawsuit or proceeding brought against the County by reason of such claim or action arising out of the approved contract.

Public Record

The County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's public records law. Specifically, the Contractor shall:

Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

To Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed, except as authorized by law;

Bid Proposal Sheet, (Page 1 of 3)
JANITORIAL SERVICES

RFP # 2021-06

The Contractor may submit a written proposal in person, by U.S. Mail, or by mail carrier; no faxes will be accepted. Include Public Entities Crime form, Conflict of Interest form, Drug Free Workplace form, and Bid Proposal Sheets in your submittal.

The County reserves the right to request additional information or to meet with representatives from proposing organizations or individuals to discuss points in the bid before and after submission, any and all of which may be used in forming a recommendation.

FULL LEGAL COMPANY NAME: _____

ADDRESS: _____

CITY _____ STATE: _____ ZIP CODE: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

Contractor agrees to supply the services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Contractor is to provide a firm fixed weekly rate for janitorial services as detailed in this RFP. Even though some of the requirements are monthly and some are quarterly, the Contractor will take this into consideration and prorate any changes within the weekly rate.

	DESCRIPTION	UNIT	UNIT PRICE
1.	Courthouse	Per Week	\$
2.	Public Defender's Office	Per Week	\$
3.	County Administration Office	Per Week	\$
4.	Community Development Dept.	Per Week	\$
5.	Fire Rescue Headquarters	Per Week	\$
6.	Emily Taber Public Library	Per Week	\$
7.	Extension Office	Per Week	\$
TOTAL WEEKLY COST FOR ALL LOCATIONS			\$
ANNUAL COST (Total Weekly Cost x 52 weeks)			\$

Janitorial Services Proposal, (Page 2 of 3)
Company Profile

1. **Signature:** By providing my signature below, I state the contents of this response is in conformance to all specifications, including addendums for this RFP. The proposal is valid for 120 days after submission to the County. The signature shall be signed by a person authorized to commit the company in any contract with the County.

Signature _____ Date _____

Title _____

2. **Profile of Firm:**

Number of years in business _____

Number of employees with the company _____

Do you meet the "Minimum Qualifications" as described in this RFP, item 1.4?
_____.

3. **Proposal of the Firm:**

a) How many employees are you proposing to service Baker County? _____

b) How many supervisors? _____

c) Do you have to ability to begin services February 1, 2018? _____

d) How do you screen your employees for security purposes or theft?

4. **Client Communication:** Describe how your company will maintain open and prompt communication with your employees and County staff.

Janitorial Services Proposal, (Page 3 of 3)

REFERENCES

List three (3) client/customer references in which similar services are being provided. Include company name, address, contact person, telephone number and length of time services provided.

1. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____
Length of time services provided: _____

2. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____
Length of time services provided: _____

3. Company Name: _____
Address: _____
Business Phone #: _____
Contact Person: _____
Email: _____
Length of time services provided: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL

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

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 No. _____.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) it's Federal Identification No. (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 entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or

income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state 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 are active in neither management of the entity, nor any affiliate of the entity have been charged with or 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 management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

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

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

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

Signature: _____ Date _____

STATE OF _____ COUNTY OF _____

Personally appeared before me, the undersigned authority, _____ who
after first being sworn by me, affixed his/her signature in the space provided above and
on this _____ day of _____ 20_____.

Notary Public, State at large

My Commission Expires:

THIS FORM MUST BE INCLUDED WITH PROPOSAL

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, COUNTY OF _____

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

1. I am the _____ of _____ with a local office in _____ and principal office in _____ and principal office in _____.
County & State County & State
2. The above named entity is submitting a Proposal for the Baker County Board of County Commissioners **BID 2021-06** described as **Janitorial Services**.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the Baker County Board of County Commissioners.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the Baker County Board of County Commissioners.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the Baker County Board of County Commissioners.

DATED: this _____ day of _____ 20_____.

(Affiant)

Typed Name and Title

Sworn to and subscribed before me this ____ day of _____ 20_____. Personally Known _____ Or produced identification _____.

Identification type: _____

Notary Public-State of _____ Printed, typed, or stamped commissioned name of notary public. My commission expires _____.

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, _____ (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein"

Authorized Signature

Sworn to and subscribed before me this ____ day of _____ 20 _____. Personally Known _____ Or produced identification _____.

Identification type: _____

Notary Public-State of _____ Printed, typed, or stamped commissioned name of notary public.

My commission expires _____.

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Bidder,
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Baker County Board of County Commissioners, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED _____ TITLE _____

Sworn to and subscribed before me this ___ day of
_____. 20 _____. Personally Known
_____. Or produced identification _____.
Identification type: _____
Notary Public-State
of _____ Printed,
typed, or stamped commissioned name of notary public.
My commission expires _____.

THIS FORM MUST BE INCLUDED WITH PROPOSAL

BIDDER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Bidder should check off each of the following items as the necessary action is completed:

- The Bid has been signed.
- All information as requested in the bid is included.
- All applicable forms have been signed and included.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:

Baker County Board of
County Commissioners
Administration Office
55 N. 3rd Street
Macclenny, Florida
32063

- The mailing envelope **must be sealed and marked with BID Number, Title and Due Date.**
- The Bid will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE BID NUMBER, TITLE AND DUE DATE ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

County, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

THIS FORM MUST BE INCLUDED WITH PROPOSAL

Cut and use this label for PROPOSAL Package

BAKER COUNTY BOARD OF
COUNTY COMMISSIONERS
ADMINISTRATION OFFICE
55 N. 3RD STREET
MACCLENNY, FLORIDA 32063

BID-2021-06
JANITORIAL SERVICES

DEADLINE DATE/TIME:
