

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20020323

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Quotation #Q-020158 Janitorial Service for the Community Development and Public Works Center, located at 1500 Monroe Street, for the Department of Planning & Construction (Facilities Management Division) to the low quoter meeting all specification requirements, United States Service Industries, at a cost of \$114,576.00 per year x 3 years, for a total of award amount of \$343,728.00 plus increases of the Consumer Price Index. The term of this contract is for three years, with an annual increase based on the Consumer Price Index after the first year. Additionally, approve the use of other miscellaneous charges as given on the quotation tabulation sheet (attachment #1). Also request authority to renew this contract for the additional two-year period, upon mutual agreement of both parties, if in the best interest of Lee County. Also request authority to act on behalf of the Board in the event of vendor non-compliance, so that the Purchasing Division can proceed to the next low quoter if United States Service Industries cannot secure a performance bond or comply with our insurance requirements. Funding will come from the individual departments budget and they will be responsible for monitoring their own expenditures. CA

WHY ACTION IS NECESSARY: The Board must approve total purchases that exceed \$50,000.

WHAT ACTION ACCOMPLISHES: Establishes a competitive, fair-market price for Janitorial Services for the Community Development & Public Works Center.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C 2 A

3. MEETING DATE:

4-23-02

4. AGENDA:

- CONSENT
- ADMINISTRATIVE APPEALS
- PUBLIC WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE AC-4-1
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Planning & Con.
- C. DIVISION Facilities Management

BY: Richard Beck *[Signature]*

BACKGROUND: In order to continue janitorial services for the Community Development & Public Works Center, the Division of Purchasing Services solicited and received sealed quotations for this project. A two step process was used to solicit sealed quotations: Step one requested qualifications from interested vendors, and step two requested pricing information from the vendors qualified in step one.

(CONTINUED ON NEXT PAGE.)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>[Signature]</i>	<i>[Signature]</i>	N/A	N/A	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN.
4/11 1:30
COUNTY ADMIN.
FORWARDED TO:
4/11 4:00

REC'D 4/2/02
By CO. ATTY.
11:35 AM
CO. ATTY.
FORWARDED TO:
ADMIN

Step One – On January 22, 2002, the Purchasing Services requested qualifications from interested firms. On that date seven responses were received, of which six vendors were found to be qualified for this project: Executive Management Services Inc., A & T Associates, United States Services Industries, A & A Maintenance Enterprise Inc., Maintenance of Florida Inc. and Lee's Cleaning of Lee County Inc.

Step Two – Price quotations were requested from the qualified vendors, and then received by Purchasing Services on March 19, 2002. United States Service Industries submitted the lowest price quotation, and is therefore being recommended for award.

ACCOUNT STRING: QC5121200100.503410

- Attachments:
- (1) Tabulations Sheet
 - (2) Step One Specifications
 - (3) Step Two Specifications
 - (4) Vendor's Submitted Quotation
 - (5) Department's Step One Recommendation
 - (6) Department's Step Two Recommendation

ATTACHMENT

FORMAL QUOTATION # Q-020158	LEE COUNTY, FLORIDA TABULATION SHEET			
OPENING DATE: MARCH 19, 2002	FOR			
BUYER: CHRIS JEFFCOAT	JANITORIAL SERVICE FOR THE COMMUNITY DEVELOPMENT AND PUBLIC WORKS CENTER			
VENDORS	Executive Management Serv.	A and T Associates	USSI	
3 COPIES	YES	YES	YES	
ACKNOWLEDGE ADDENDUM	N/A	N/A	N/A	
TOTAL ANNUAL CHARGES	127,000	197,563	114,576	
COST TO ADD/DELETE DAY OF SERV	\$450	\$675	\$434	
HOURLY RATE PER PERSON FOR EMERGENCY	\$18.00	\$49.00	\$38.50	
COST PER SQ.FT PER DAY TO ADD DUSTING AND VACUUMING OF OFFICE AREAS	0.000115	1.975	0.1	
COULD START IN _____ CALENDAR DAYS	30	15	7	
LOCATION IN LEE COUNTY	No	Yes	Yes	
CONSIDERED FOR LOCAL VENDOR PREFERENCE	No	Yes	Yes	
QUOTE SIGNED	Yes	Yes	Yes	
NO BIDS				
Lee's Cleaning				
POSTING TIME/DATE				
FROM: / /				
UNTIL: / /				
BY:				



LEE COUNTY
SOUTHWEST FLORIDA

ATTACHMENT 2

PROJECT NO.: Q-020158

OPEN DATE: JANUARY 22, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE:

AND TIME:

LOCATION:

REQUEST FOR QUOTATIONS

TITLE:

STEP- ONE JANITORIAL SERVICE FOR
THE COMMUNITY DEVELOPMENT &
PUBLIC WORKS CENTER

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
3434 HANCOCK BRIDGE PKWY, 3RD FLOOR
P.O. BOX 398
FORT MYERS, FL 33902-0398

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT

PHONE NO.: (941) 689-7392

LEE COUNTY, FLORIDA
QUALIFICATION FORMS FOR:
JANITORIAL SERVICE FOR
THE COMMUNITY DEVELOPMENT AND PUBLIC WORKS CENTER

INDEX OF REQUEST FOR QUALIFICATIONS

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STEP TWO: REQUEST FOR QUOTATIONS

GENERAL CONDITIONS
PRICE PROPOSAL INFORMATION
SIGNATURE PAGE
DETAILED SPECIFICATIONS
SAMPLE CONTRACT
PERFORMANCE BOND FORMS
INSURANCE GUIDELINE

INTRODUCTION

SCOPE

The Lee County Board of County Commissioners are accepting qualifications from firms interested in providing janitorial service for the Lee County Community Development and Public Works Center, 1500 Monroe Street, Fort Myers, Florida. This facility consists of approximately 100,000 square feet and is to be serviced on a five day per week basis.

Materials to be supplied by the company shall include items such as toilet paper, paper towels, soap, and trash bags, etc. Lee County requires that only recycled paper products be provided and under no circumstances shall any aerosol cleaning products be utilized.

The awarded company must meet all contract specifications within fifteen calendar days from start-up of service.

QUOTERS may not assign or otherwise transfer its quotation prior to the quotation opening time.

TWO-STEP PROPOSAL PROCESS

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified firms to submit pricing.

- Step one will require interested companies to submit the qualifications of their firm. Refer to the section "COMPANY QUALIFICATIONS" for a list of the qualifications and required submittals to be provided by the company.
- In step two, only those firms qualified in step one will be given the necessary forms to submit price information for the project.

STEP ONE - REQUEST FOR QUALIFICATIONS

In Step One, please submit all requested information to Lee County Purchasing Services, 3434 HANCOCK BRIDGE PARKWAY, FT. MYERS, FL 33902, before the deadline given on the cover of this solicitation. Qualifications received after this date and time will not be accepted.

All of the qualifications received will then be reviewed and evaluated by County staff, and a decision made as to which firms are qualified and which are not. Each firm submitting qualifications will receive a letter stating whether they are qualified or not. Only those firms found to be qualified will be allowed to proceed to step two.

In order for a firm to be considered responsive in step one, it must submit all information requested, including appropriate signatures. Failure to meet these requirements may cause your firm to be declared non-responsive.

STEP TWO - REQUEST FOR QUOTATIONS - PRICES

Firms found to be qualified in step one, will receive further information and price pages. This information must be completed and returned to Lee County Purchasing Services, 3434 HANCOCK BRIDGE PARKWAY, FT. MYERS, FL. 33902, before the given deadline. Pricing information received after this date and time will not be accepted.

Refer to the detailed specifications of Step Two for the "Basis of Award".

LOBBYING

All firms are hereby placed on formal notice that neither the County Commissioners, nor candidates for County Commission, nor any employees from Lee County Government, nor any members of the Qualifications Review Committee are to be lobbied either individually or collectively concerning this project. Firms and their agents who intend to, or have submitted qualifications for this project are hereby placed on formal notice that they are not to contact members of the County Commission, candidates for County Commission, nor staff members outside regular Board of County commissioner meetings relating to the selection process, outside of those specifically scheduled by the County for negotiations. Dinners, lunches, or any other actions that may be interpreted as complying with this requirement shall result in an immediate disqualification of such firm by the County from further consideration for this project.

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (941) 689-7385.

I. SUBMISSION OF QUOTE:

- a) Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - a. Marked with the words "Sealed Quote"
 - b. Name of the firm submitting the quotation
 - c. Title of the quotation
 - d. Quotation number

- b) The Quotation shall be submitted in triplicate as follows:
 - a. The original consisting of the Lee County quotes forms completed and signed.
 - b. A copy of the original quote forms for the Purchasing Director.
 - c. A second copy of the original quote forms for use by the requesting department.

- c) The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - a. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - b. Warranties and guarantees against defective materials and workmanship.

- d) **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e) **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing Services prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- f) **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.

- g) **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h) **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i) **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j) **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted to the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a) Occupational License – Vendor shall submit within 10 calendar days after request.
- b) Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a) Submission of a quotation prior to the quote receipt deadline.
- b) Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

11. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

12. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

13. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

14. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

15. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to

be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

17. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

18. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

19. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

20. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

21. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

22. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

23. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA
PROPOSAL PRICE FORM
FOR
JANITORIAL SERVICES FOR
THE COMMUNITY DEVELOPMENT AND PUBLIC WORKS CENTER

DATE SUBMITTED: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "general Conditions", and the "Detailed Specifications", all of the which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of addenda numbers: _____

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR SS# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED 7/28/00

COMPANY QUALIFICATIONS

To qualify for consideration for selection as a qualified Company, a Company must meet certain designated minimum experience and qualifications. These minimum qualifications are outlined in the following sections. A Company must also demonstrate that he/she is financially qualified.

EXPERIENCE

Company shall have a minimum of five (5) years acceptable general experience in janitorial services. Company must have acceptably contracted, for a minimum of one year, to service at least 100,000 square feet.

FINANCIAL QUALIFICATIONS (MINIMUM)

- A. Company submitting qualifications shall demonstrate proof of the ability to obtain a performance bond in a amount of 100 % of the total annual contract amount. In addition, the Company shall provide information with respect to their bonding, company or surety name, contact person, address, telephone number and bonding capability. Attachment A describes the purpose of the performance bond in further detail. Attachment A is for information purposes only.
- B. Company submitting qualifications must be able to provide a copy or copies of his/her current Certificates of Insurance or a letter from his/her insurance company/companies evidencing the fact that the Company is able to be insured pertaining to janitorial services business for the following minimum amounts:

Worker's Compensation

\$100,000 per accident
 \$500,000 disease limit
 \$100,000 disease limit per employee

Commercial General Liability

\$100,000 bodily injury per person (BI)
 \$300,000 bodily injury per occurrence (BI)
 \$100,000 property damage (PD) or
 \$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

\$100,000 bodily injury per person (BI)
 \$300,000 bodily injury per occurrence (BI)
 \$100,000 property damage (PD) or
 \$300,000 combined single limit (CSL) of BI and PD

Employee Dishonesty/Fidelity

Coverage shall apply to all employees with minimum limits of \$100,000 per occurrence

OTHER SPECIAL CRITERIA

A. Minimum Requirements for Personnel and Equipment

Company submitting qualifications must have available the equipment and personnel necessary to clean a facility of this size and type. It is preferred that the cleaners be experienced and/or properly trained in cleaning health care type facilities.

B. Permits, Licenses and Notices

Company submitting qualifications shall make application for and obtain necessary permits and licenses from the appropriate governing body. The company shall give all notices necessary and incidental to the prosecution of the work.

REQUIRED SUBMITTAL FOR THIS RFQ

EXPERIENCE QUESTIONS

1. Company submitting qualifications must have a minimum of five years acceptable general experience in janitorial services. Does your company have a minimum of five years experience?

Company shall describe experience in narrative form, no longer than two (2) 8 1/2" x 11" pages.

2. Company submitting qualifications shall furnish at least **two single** accounts within the State of Florida, with whom the Company has acceptably contracted for janitorial services for at least one **(1) year in the last three (3) years** to service at least **100,000** square feet each. References for these **two** accounts must be provided to include: name of account, address of account, telephone number, contact person, dates of service, and square footages of each account. Can your company supply these accounts? _____

If so, include listing of these accounts.

3. In addition to those references required in question number two, Company submitting this Request for Qualifications shall furnish a list of references (minimum of **three** accounts servicing for janitorial), to include: name of account, address of account, telephone number, contact person, dates of service, and square footages of each account. contacts and title, telephone numbers, name of account and mailing addresses of accounts. Can your company supply this list? _____

If so, include listing of these three accounts on a separate page.

4. Company submitting qualifications shall furnish names of any previous or current contracts with Lee County Government, if applicable. **NOTE: COMMITTEE WILL REVIEW ALL PAST AND PRESENT PERFORMANCES OF LEE COUNTY GOVERNMENT ACCOUNTS.** Can your company supply us with the names of these accounts? _____

If so, please include the names of these accounts.

FINANCIAL QUALIFICATIONS QUESTIONS

- 1. Does your company have the ability to obtain a performance bond for 100% of the total annual contract amount? Please provide a letter from your bonding agent indicating your ability to be bonded.

Is letter attached? _____

- 2. Does your company currently have insurance coverage pertaining to janitorial services business? Please include copies of current certificates of insurance or letter from your insurance company evidencing the ability of your company to be insured pertaining to janitorial services for the County's minimum limits.

Are these copies attached? _____

MINIMUM PERSONNEL AND EQUIPMENT REQUIREMENTS QUESTIONS

- 1. Can your company supply the minimum requirements for personnel and equipment as noted in this RFQ? _____

If so, include listing of personnel and equipment.

OTHER SPECIAL CRITERIA QUESTIONS

- 1. Does your company retain all necessary permits, licenses and notices applicable to janitorial services? _____

Please include copies.

SAMPLE A

EVALUATION SHEETS FOR
REQUEST FOR QUALIFICATIONS

Project Name: Janitorial Service for the Community Development & Public Works Center

Quotation No.: Q-970070

Committee Evaluation Date/Time: _____

EXPERIENCE QUESTIONS

1. Company shall have a minimum of five years acceptable general experience in janitorial services.

_____ Pass _____ Fail

Was narrative describing experience provided?

_____ Pass _____ Fail

2. Company shall furnish at least two accounts within the State of Florida, with whom the Company has acceptably contracted for at least one (1) year in the last three (3) years to service at least 100,000 square feet each. These accounts shall have been janitorial contracts and references shall be provided to demonstrate acceptable performance.

_____ Pass _____ Fail

Was reference check acceptable?

_____ Pass _____ Fail

3. Company shall furnish a list of references, contacts and title, telephone numbers, name of account and mailing addresses of accounts.

_____ Pass _____ Fail

Was reference check acceptable?

_____ Pass _____ Fail

4. Company shall furnish names of any previous or current contracts with Lee County Government, if applicable.

_____ Pass _____ Fail

Was reference check acceptable?

_____ Pass _____ Fail

FINANCIAL QUALIFICATIONS QUESTIONS

1. Does the company have the ability to obtain a performance bond for 100% of the total annual contract amount?

_____ Pass _____ Fail

2. Were current Certificates of Insurance or letter from insurance company evidencing the Company's ability to obtain insurance provided and acceptable?

_____ Pass _____ Fail

MINIMUM PERSONNEL AND EQUIPMENT REQUIREMENTS QUESTIONS

1. Can this company supply the minimum requirements

_____ Pass _____ Fail

OTHER SPECIAL CRITERIA QUESTIONS

1. Does this company retain all necessary permits, licenses and notices applicable to janitorial services?

_____ Pass _____ Fail

Were copies provided?

_____ Pass _____ Fail

SAMPLE B

REFERENCE CHECK FORM

PROJECT: Janitorial Service for the Community Development & Public Works Center

QUOTATION NO. Q-970070

NAME OF COMPANY: _____

- 1. Does this company provide janitorial services to your facility? Yes ___ No ___
- 2. How long have they provided janitorial service to your facility? _____
- 3. How often is your facility serviced by this company? _____
- 4. How many square feet do they service with janitorial at your facility/facilities? _____
- 5. How is their response time to your requests?
Excellent _____ Satisfactory _____ Poor _____
- 6. How is the availability of their managerial staff?
Excellent _____ Satisfactory _____ Poor _____
- 7. Does this company's staff act appropriately at all times?
Yes _____ No _____ Explanation: _____

- 8. Would you recommend employment of this company?
Yes _____ No _____ If No, please explain: _____

OVERALL COMMENTS: _____

REFERENCE CALLED:

NAME: _____

DATE: _____ Checker's
Signature _____

TIME: _____

ADDENDUM ACKNOWLEDGMENT FORM

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THE FOLLOWING ADDENDA ISSUED DURING THE PRE-QUALIFICATIONS PERIOD.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Company Name _____

Mailing Address _____

Signature & Title _____

ATTACHMENT A

FOR INFORMATION PURPOSES ONLY

THE CONDITIONS OF PERFORMANCE BOND

Are that if Principal;

1. Fully, promptly, and faithfully performs the contract at the times and in the manner prescribed in the contract, and
2. Promptly makes payments to all claimants, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Obligee any and all losses, damages, costs and attorney's fees that Obligee sustains because of any default by Principal under the contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
4. Performs the guarantee of all work and material furnished under the contract applicable to the work and material, then this bond is void; otherwise it remains in full force.
5. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the contract or to work or to the specifications.
6. This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitation under Section 255.05 and 713.23, Florida Statutes, shall not apply to this bond.
7. In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligee.



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-020158

OPEN DATE: March 19, 2002

AND TIME: 2:30 P.M.

MANDATORY PRE-BID DATE: March 7, 2002

AND TIME: 1:30 P.M.

LOCATION: COMMUNITY DEV./PUBLIC WORKS BLDG
1500 MONROE STREET
FT. MYERS, FL 330901

REQUEST FOR QUOTATIONS

TITLE:

**STEP-TWO JANITORIAL SERVICE FOR
THE COMMUNITY DEVELOPMENT AND
PUBLIC WORKS CENTER**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
3434 HANCOCK BRIDGE PKWY, 3RD FLOOR
P.O. BOX 398
FORT MYERS, FL 33902-0398

BUYER: CHRIS JEFFCOAT
PURCHASING AGENT
PHONE NO.: (941) 689-7392S

LEE COUNTY, FLORIDA
QUOTATION FORMS
FOR:
JANITORIAL SERVICE FOR:
THE COMMUNITY DEVELOPMENT AND PUBLIC WORKS CENTER

INDEX OF REQUEST FOR QUOTATIONS

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GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (941) 689-7385.

1. SUBMISSION OF QUOTE:

- b. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 - a. Marked with the words "Sealed Quote"
 - b. Name of the firm submitting the quotation
 - c. Title of the quotation
 - d. Quotation number

- c. The Quotation shall be submitted in triplicate as follows:
 - a. The original consisting of the Lee County quotes forms completed and signed.
 - b. A copy of the original quote forms for the Purchasing Director.
 - c. A second copy of the original quote forms for use by the requesting department.

- d. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 - a. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 - b. Warranties and guarantees against defective materials and workmanship.

- e. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- f. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing Services prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- g. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- h. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- i. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- j. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- k. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted to the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- b. Occupational License – Vendor shall submit within 10 calendar days after request.
- c. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and

upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- b. Submission of a quotation prior to the quote receipt deadline.
- c. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department
 Post Office Box 2238
 Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed. Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- b. County bid/quote/proposal identification number and title.
- c. Name and address of the affected party, and the title or position of the person submitting the Protest.

- d. A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- e. A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- f. All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- g. A statement indicating the relief sought by the affected (protesting) party.
- h. Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor’s responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

b. State Contract

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

c. Any Single Large Project

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

d. Disadvantaged Business Enterprises

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

e. Anti-Discrimination

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. TERMINATION

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. CONFIDENTIALITY

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. ANTI-LOBBYING CLAUSE

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are **not** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. INSURANCE (AS APPLICABLE)

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters shall carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quotation may be grounds to reject that quotation.

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S. # _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 7/28/00

DETAILED SPECIFICATIONS FOR:
 JANITORIAL SERVICES FOR
 THE COMMUNITY DEVELOPMENT AND PUBLIC WORKS CENTER

SCOPE

This Request for Quotations (RFQ) is issued by Lee County, Florida ("County") to request sealed quotations from prequalified Vendors interested in providing contract janitorial services for the Community Development and Public Works Center, located at 1500 Monroe Street, Fort Myers, Florida, which consists of approximately 100,000 square feet and is to be serviced on a five day per week basis.

Materials to be supplied by the Vendor shall include items such as, toilet paper, paper towels, soap and trash bags, etc. Lee County requires that only recycled paper products be provided and under no circumstances shall any aerosol cleaning products be utilized.

The awarded Vendor must meet all contract specifications fifteen (15) calendar days from start-up of service.

The County intends to enter into a three year contract with a prequalified Vendor with an option to extend the contract for an additional two year period, upon mutual agreement between both parties. The contract price may be increased annually by the last announced increase in the CPI Index for all Urban Consumers, Wage and Clerical Workers, Southeast region. Vendor shall submit billing, in duplicate, indicating the increase, one month prior to the increase taking effect, which shall fall on the anniversary date of the award of the quotation.

GENERAL INFORMATION

It is understood that only quotations from prequalified Vendors will be considered.

This RFQ is issued to provide prequalified Vendors with information, guidelines and rules to prepare and submit a quotation. The submittal must satisfy all criteria established in this RFQ to qualify for an award.

Quoter shall not be entitled to compensation beyond its quotation price when required to incur expenses because of tolls or parking charges or any charges for infractions concerning these issues.

Quotation errors shall be handled as follows:

1. Any blank spaces on the proposal form or required submittals, absence of signatures or failure to submit the quotation on the County's form shall cause the quoter to be declared non-responsive.
2. The quoter will comply with the Florida Sales and Use Tax Law as it may apply to this contract. The quotation amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful quoter and/or its sub-contractors or material suppliers.

QUOTERS may not modify these specifications for any reason whatsoever.

QUOTERS may not assign or otherwise transfer its quotation prior to the quotation opening time.

ADDITION OR DELETION OF SQUARE FOOTAGE OR SITES

If it is deemed necessary to add or delete square footage from this contract on a temporary or permanent basis, the total annual charge for that building will be divided by the total square footage to determine the annual cost per square foot. That cost per square foot will be added to or deducted from the total annual charges for that building.

If it is deemed necessary to add another facility to this contract, then the total square footage for all sites covered by this contract will be divided into the total annual charge for all facilities covered by this contract. That average square footage will be used to add another site or building to this contract. The vendor will have the right to refuse to accept the additional site at the average square footage cost.

PERFORMANCE BOND

A performance bond in the amount of 100% of the one year contract amount will be required by the successful quoter of this contract. The performance bond shall be issued by the successful quoter within twenty-one calendar days from date of Written Notice of Award. A surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful quoter. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful quoter's performance under such contract.

Only the form provided with the contract documents will be accepted.

QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the County, a surety company issuing quotation guaranty bonds or performance bonds in the amount listed, called for herein, shall meet and comply with the following minimum standards:

All Sureties for Lee County projects, must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

Attorneys-in-fact who sign bid bonds or performance bonds for Lee County projects must file with such bond a certified copy of their Power of Attorney to sign such bond.

Agents of surety companies must list their name, address and telephone number on all bonds.

The life of the bond provided to Lee County shall extend for the term of the contract.

To be acceptable to the Owner as Surety on projects not in excess of \$500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:

Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.

Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.

Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated through A.M. Best shall comply with the following provisions:

The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.

Surety must have fulfilled all of its obligations on all other bonds previously given to the County.

Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).

INSURANCE REQUIREMENTS

Insurance shall be provided per the attached Insurance "Guide E", prior to the commencement of any work under this agreement. Upon request, an insurance certificate complying with the attached guide, may be required prior to award.

Lee County Board of County Commissioners is to be listed as an additional insured with respects to Commercial General Liability and Worker's Compensation.

The insurance coverage enumerated in "Guide E" attached, constitutes the minimum requirements acceptable to Lee County and said enumeration shall in no way lessen or limit the liability of the Vendor under the terms of the contract. The Vendor may procure and maintain, at their own expense, any additional kind and amount of insurance, that in their own judgment may be necessary for their proper protection in the performance of their work under this agreement.

COUNTY'S RESERVATION OF RIGHTS

The issuance of this RFQ constitutes an invitation to present quotations from prequalified Vendors. The County reserves the right to determine, in its sole discretion, whether any aspect of the Statement of Quotation satisfactorily meets the criteria established in this RFQ, the right to seek clarification from any Vendor or Vendors submitting quotations, the right to solicit quotations with any Vendor or Vendors submitting a response, and the right to reject any or all responses with or without cause. The County also reserves the right to modify the Scope to be considered for this project. In the event that this RFQ is withdrawn by the County, or if the County does not proceed for any reason, including, but not limited to, the failure to occur of any of those things or events set forth herein, the County shall have no liability to any Vendor for any costs of expenses incurred in connection with the preparation and submittal of the RFQ or otherwise.

COUNTY'S RIGHTS AND OPTIONS

This Request for Quotations constitutes only an invitation to submit a quotation to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this quotation.

1. To reject any or all quotations or parts thereof.
2. To supplement, amend or otherwise modify this quotation, and to cancel this quotation with or without the substitution of another quotation.
3. To issue additional subsequent quotations.
4. To the extent not prohibited by law, to waive any irregularity or informality on any matter.

In this RFQ the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County.

CONSUMER PRICE INDEX ADJUSTMENT

The contract price quoted for this service will be increased annually on the first of October. This increase will be based on the July Consumer Price Index for U.S. City Average, Wage and Clerical Workers, All Items, as published by the Bureau of Labor Statistics, Southeastern Regional office as of the month of July for that year. Lee County will notify the vendor of the increase amount. This increased amount will begin with the billing for the month of October.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

TERM OF AGREEMENT

This agreement shall become effective immediately upon issuance of a "Notice to Proceed" by the County and shall continue in full force and effect for a period of three years from the commencement date, with an option to renew for one additional two year period, upon mutual agreement of both parties, unless this agreement is mutually agreed by both parties to terminate sooner, or until a contract is awarded and in place.

BUILDING ACTIVATION FOR EMERGENCY SITUATIONS

In emergency situations, it may become necessary to activate certain areas of this building in order to facilitate emergency operations personnel. In those situations, personnel may be occupying some areas 24 hours a day and weekends. If this occurs, it will become necessary for the awarded vendor to provide janitorial service during these periods. Compensation will be provided through the emergency hourly rate. The County's Representative will notify the vendor when this additional service is needed.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, to provide janitorial service, in the event of major breakdowns or natural disasters.

BASIS OF AWARD

The contract for these services will be awarded to the low quoter meeting all specification requirements.

A. GENERAL WORK REQUIREMENTS

1. Workmanship and Inspection

- a. The County representative shall decide any and all questions which may arise as to the quality and acceptability of materials used and work performed, the manner of performance and the rate of progress of the work.

- b. Workmanship shall be of the highest quality. All cleaning employees shall be mentally and physically competent to perform the services required. The Vendor shall at all times enforce strict discipline and good order among his employees.

2. Uniforms and Security

- a. Vendor shall supply and pay for distinctive clean, neat appearing uniforms for his employees and require them to be worn while working on County premises. Uniforms shall consist of approved uniform slacks and shirts for cleaning personnel. Supervisors shall wear slacks and appropriate shirts. All shirts will have company name and logo on them.
- b. Each employee shall wear a photo identification tag with other necessary information, provided by and paid for by Vendor.
- c. The awarded vendor will be required to perform background checks on all employees that will be working on this contract, in the County's facilities. The results of the background checks will be provided to the County Representative within thirty days of award of the contract. Background checks on any new employees hired during the term of the contract must be performed immediately and provided to the County's Representative before the employee will be allowed to work in the County's facility.

Based on these background checks, the County reserves the right to ask the janitorial firm to remove an employee from working in any County facility.

If the awarded janitorial firm does not comply at all times with the security check procedure, it may be grounds for termination of the janitorial contract.

Any charges incurred for these background checks are the sole responsibility of the Vendor.

- d. Because of higher security requirements at some County facilities, it may be necessary to require a Crime Information Background Check. Checks are to be performed by the Florida Department of Law Enforcement at the following address:

Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302

Please provide the name, date of birth, race, sex, and last known address of each of your employees to FDLE. A copy of the background check from the Florida Department of Law Enforcement must be provided to Lee County's Representative within a thirty day period.

- e. Certain areas, which shall be identified by the County, upon award of the contract, are considered "sensitive" due to the type of information on file within these areas. Access to these areas will be limited to only certain authorized Vendor's personnel at specific times during the day.
- f. All janitorial keys will be issued to the Vendor, and a fee will be charged to the Vendor for the loss of any keys/or the cost of changing of locks as the result of any loss of keys. The sole decision, regarding changing the locks, rests with the County Representative.
- g. Vendor will be responsible for acting in accordance with security guidelines, during entering, exiting, and cleaning.

3. Supervision and Safety

- a. The Vendor shall be responsible for the supervision and direction of the work performed by his/her employees and shall, at all times provide a full time manager or crew leader on the premises to carry out the responsibility. The manager or crew leader shall have the authority to act as agent for the Vendor in his/her absence, and shall be fully qualified to implement the contract specifications.
- b. The Vendor shall be responsible for instructing his employees in all safety measures. All equipment used by the Vendor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on County premises.

4. Materials and Equipment

- a. The Vendor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all materials, tools, apparatus and property of every description used in connection therewith.
- b. The County realizes that the majority of chemicals used by the janitorial Vendors are not hazardous. As a requirement of this quotation, on Attachment A, Vendors shall provide a list of all materials and supplies that will be used to do the work under this contract. Indicate use, description and minimum amount to be utilized monthly.

The apparent successful quoter shall furnish MSDS sheets on all chemicals to be utilized under this quotation, within 10 days after the award of the quotation.

- c. The Vendor shall furnish and maintain all the necessary equipment. The County may conduct an inventory every 6 months to verify equipment quantities and condition. **NOTE: MANUALLY OPERATED CARPET SWEEPERS ARE NOT TO BE USED IN PLACE OF AN ELECTRIC VACUUM CLEANER ON CARPETING.**

5. Storage

When possible, Lee County will provide areas for storage of the Vendor's supplies and equipment. The storage areas shall be maintained by the Vendor in a clean, orderly and safe condition at all times.

6. Trash Removal

- a. The Vendor shall utilize the trash system presently in use, and will provide his own dumpster trash transport equipment as required.
- b. Lee County participates in various recycling programs (i.e. paper, aluminum cans). All specially labeled bins must be emptied into the master recycling bins. Each evening, (or as designated) the recycling bin(s) located at each work-station, are to be emptied in the appropriate master recycling bin.
- c. Master Recycling Bin(s): As designated, the Master Recycling Bins are to be taken to a specific location so they can be serviced by a recycling contractor. Once they have been emptied by the recycling contractor, they are to be taken back to their location in the building.

7. Penalties

The County or its designee is given the authority, pursuant to this agreement, to deduct from the Vendors invoice a percentage not to exceed twenty-five percent (25%) for workmanship which does not meet the quality standards required under this agreement. The individual making the deduction shall document and provide to the Vendor, upon request, the reasons for the deduction from the monthly invoice.

8. Defaults by Vendor

The Vendor may be declared in default and may be terminated by the County with seven days notice for any one of the following reasons:

- a. Failure of the Vendor to maintain satisfactory performance level;
- b. Failure of the Vendor to start work within the time stated in the notice to proceed;
- c. Failure of the Vendor to pay for work performed and materials and supplies used under this contract;
- d. Insolvency of Vendor; or
- e. Death of the Vendor, if the Vendor is an individual.

9. Termination by the County

The County may, at its option and discretion, terminate the contract at any time, in whole or in part, without any default on the part of the Vendor, by giving written notice to the Vendor at least five (5) days prior to the effective date of the termination.

The Purchasing Director may immediately terminate this Agreement for emergency purposes, as defined by the Lee County Purchasing and Payment Manual Section 12.1.

10. Termination by the Vendor

This Agreement may be terminated by the Vendor by giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the Vendor, and no such termination notice submitted by the Vendor shall become effective unless and until the Vendor is notified in writing by the County of its acceptance.

11. Holidays

The following is a list of holidays that are observed by Lee County:

- New Years Day - January 1
- Martin Luther King Day - To Be Designated
- Memorial Day - To Be Designated
- Fourth of July - July 4
- Labor Day - 1st Monday in Sept.
- Veterans Day - To Be Designated
- Thanksgiving Day - 4th Thursday in Nov.
- Friday After Thanksgiving Day
- Christmas Day - December 25

12. Damage to County Property

Damage or theft of County property directly caused by the Vendor during the janitorial operations shall be assumed by the Vendor. A written report of same and cause of damage must be submitted to the County Representative within 24 hours of occurrence. Vendor will pay for the cost of polygraph tests required by Lee County.

13. Examination of Site and Other Relevant Material

- a. The Vendor shall have visited the site and shall have fully acquainted and familiarized himself with conditions as they exist and the operations to be carried out. The Vendor shall make such investigations as he may see fit so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work. Vendor shall also thoroughly examine and be familiar with all the specifications.
- b. The failure or omission of the Vendor to receive or examine any instruction or document, or any part of the specifications or to visit the site and acquaint himself as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance shall not relieve the Vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose thereof and his obligations thereunder and that he will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information.
- c. In the event of legal proceedings to enforce the terms of this agreement the prevailing party will be entitled to legal fees.

14. Permits, Licenses and Notices

The Vendor shall make application for and obtain necessary permits and licenses from the appropriate governing body. The Vendor shall give all notices necessary and incidental to the prosecution of the work.

15. Assignment of Contract

The Vendor shall not assign, transfer, sub-contract, or sell any portion of this contract unless permission is first given by the County Representative.

16. Laws and Taxes

- a. The Vendor shall comply with all County, City, State and Federal Laws and all applicable municipal ordinances and shall indemnify the Owner from all Vendor violations thereof. The Vendor shall further assume and be specifically liable for all State and Federal Payroll or Social Security Taxes, Unemployment Compensation Tax and for all State and Federal Sales and Use Taxes which may be in force and guarantees to hold the Owner harmless in every respect for violations by the Vendor of any such laws.
- b. Of special note is Florida Statute 442, "Right to Know Law", and the Vendor will comply with it fully and also assist Lee County as necessary in a timely manner.
- c. Vendor's employees must comply with the Florida Clean Indoor Air Act Chapter 85-257 by observing no smoking restrictions.

d. Vendor shall comply with all applicable portions of OSHA 1910.

17. Method of Payment

The accepted price for the services will be paid to the Vendor in twelve (12) monthly installments, after receipt of an invoice from the Vendor at the end of each time period of one (1) month. The invoice will be for the previous month's service period.

18. Reporting Information

The following information must be available, on site for the County Representative.

A sign-in sheet detailing company, name of personnel doing cleaning, time in and out. This form will be provided by the vendor for its personnel and is to be completed for each date of service and is to remain posted in the janitorial closet, if applicable, or the building, for review by the County Representative.

19. Submittal Language

The submittals requested should be returned with the quotation response or quoter will be rendered non-responsive.

20. Precedence of Specifications

In the event of inconsistency with the General Specifications, the Detailed Specifications shall control.

B. TECHNICAL REQUIREMENTS

1. Scheduling

- a. Lee County, working with the Vendor, may designate the time during which selected areas shall be cleaned.
- b. Cleaning shall be performed on a five (5) day per week basis, exclusive of holidays. Crew scheduling is the Vendor's responsibility and should be arranged so as not to interfere with day-to-day business operations. The major cleaning of the facility will be performed after 5:00 p.m.
- c. Lee County requires that one person be available to clean during the day. This person will be on duty from 7:30 a.m. to 5:00 p.m. This person will also be required to do light moving, miscellaneous odd jobs, and special cleaning. All materials and equipment will be provided by the vendor.

To facilitate communication between this person and County personnel, the awarded Vendor must provide a pager or some other form of communication to this person while on the premises.

2. Premises to be Cleaned

Street Address of building under this quotation:

1500 Monroe Street, Fort Myers, Florida

A four story facility consisting of approximately 100,000 square feet.

Floor Covering:	Carpet	85%
	Vinyl	3%
	Ceramic Tile	6%
	Other	6%

Restrooms:	16
Fixtures:	56
Elevators:	4
Stairways:	3

3. Quality Standards

In general, the achievement of the desired standards as outlined herein will result in an almost complete absence of visible soil. In order to maintain the facilities in this condition, Vendor will immediately remove any visible soil which is found as a result of his inspection. For purposes of definition, absence of visible soil shall be as follows:

- a. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture and equipment.
- b. Absence of litter and trash on floor and horizontal surfaces of equipment.
- c. Absence of finger marks and spots and soil build-up on walls, partitions, doors, dividers, etc.
- d. Absence of encrustation, soil and wax build-up on floors, particularly in corners, along edges and baseboards, around door jambs, and around furniture and equipment legs and bases.
- e. Absence of soil and stains on toilet room fixtures, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures, where required.
- f. Absence of dust, spots, soil build-up and encrustations on furniture and equipment surfaces and legs.
- g. Absence of dust, lint, and litter on upholstered furniture.
- h. Absence of soil, litter, dust and encrustations in ash trays, urns, wastebaskets, and trash containers. Wastebaskets and trash containers to be washed as needed.
- i. Absence of marks, spots, stains and streaks on interior and exterior entrance door and lobby glass and all partition glass.
- j. Absence of soil and dust on window blinds, shades, sills, frames, and ledges.
- k. Absence of other visible soil and cobwebs on horizontal surfaces including ceilings.
- l. Absence of trash in building. Trash shall be collected and removed to designated area.
- m. Absence of soil, litter, dust and spots from all carpets, mats and floors.
- n. Absence of streaks, spots, stains from all brightwork, where appropriate. All brightworks shall be polished dry to a high sheen.

4. Special Provisions to be Observed While Cleaning Data Processing Areas
 - a. Vendor shall not move nor jar Data Processing machines, equipment, accessories, etc.
 - b. Vendor shall exercise extreme caution when using water buckets, and shall mount them on dollies to prevent spillage. Vendor shall, without delay, report any spillage or other errors in the cleaning operation to the County department or County Representative.

5. Vendor Requirements
 - a. The Vendor shall notify the County Representative of any observed irregularities (i.e., defective plumbing, unlocked doors, lights left on, etc.).
 - b. The Vendor shall communicate with the County Representative monthly, for customer service reviews. Communication can be through telephone conversations or meetings that are held at mutually agreeable times, unless a time and date is specifically stated herein.

7. Special Cleaning Task Requirements
 - a. **Pressure Washing Exterior of Building**

As described in these specifications, the exterior of the building will need to be pressure cleaned. If the awarded vendor hires a subcontractor to do this work, Lee County reserves the right to approve of this firm. Also, Lee County reserves the right to request the vendor have adequate insurance coverage and hold Lee County harmless. The vendor that does this task must be properly licensed to perform this type of work.
 - b. **Building Exterior Window Washing**

As described in these specifications, the exterior building windows will need to be cleaned. If the awarded vendor hires a subcontractor to do this work, Lee County reserves the right to approve of this firm. Also, Lee County reserves the right to request the vendor have adequate insurance coverage and hold Lee County harmless. The vendor that does this task must be properly licensed to perform this type of work.
 - c. **Carpet Cleaning**

Carpet shall be cleaned via water extraction (preferably hot water) method. A surface cleaning system (i.e. bonnet cleaning method) shall be used for surface cleaning of the carpet in between actual carpet cleanings.
 - d. **Strip and Rewaxing of Hard Floors**

ONLY QUALITY FLOOR FINISHES WITH A MINIMUM SLIP RESISTANCE FACTOR (STATIC COEFFICIENT OF FRICTION) OF .5, AS MEASURED BY AMERICAN SOCIETY OF TESTING & MATERIALS (ASTM) TEST METHOD STANDARDS, SHALL BE USED ON HARD FLOOR SURFACES IN LEE COUNTY BUILDINGS.

e. Mechanical/Equipment/Maintenance Rooms

In most of our buildings there is a mechanical room(s). This room is not to be entered or cleaned without prior authorization and instructions from the County's Representative. Occasionally, you may be requested to clean this room(s) with the assistance of county personnel. The cleaning will usually involve sweeping, dusting, mopping, and pressure cleaning the floor, upon request and as needed. There is to be no additional charge for this work. The cost of doing this occasional cleaning is to be included in the overall cost of cleaning the building. It is estimated that this room will be cleaned a couple of times a year.

8. Required Information

The following information must be supplied to Lee County prior to the commencement of work under this contract:

- a. All employee background checks
- b. Material Safety Data Sheets for chemicals being used
- c. Names and phone numbers of vendor contact personnel
- d. Sample cleaning personnel sign-in sheet

9. Contract Monitoring Information – Cleaning Checklists

In order to determine if the cleaning tasks have been completed, the vendor may use the attached Detail Cleaning Task Checklist to show that the tasks have been completed. Each item is to be checked off by the vendor employee that completes the task.

a. Attachment A: Janitorial Detail Cleaning Task Checklist

This form details the cleaning tasks that are to be performed on a periodic basis. The vendor may use this checklist to insure that each cleaning task is done in each facility. The vendor will designate that a particular task has been completed, by checking it off on the day it was completed. These forms may be requested for review by County personnel.

This form includes all tasks that are possible for all the buildings. It is understood that not all the tasks are applicable to this site. Therefore, the cleaning personnel are only to check off the applicable tasks for the building being serviced. Tasks that do not apply will be left blank.

b. Attachment C: Sample Quality Assurance Form

This form will be used by Lee County quality assurance personnel to inspect the work that is being done. If work is substandard, then you will receive a copy of this form requesting that the deficient areas be cleaned properly. If the work continues to be inferior, then a penalty may be assessed.

c. Cleaning Personnel Sign-in Sheet

The vendor shall have a sign-in sheet posted in the janitorial closet, or other designated location, for the cleaning personnel. This sign-in sheet shall have the company name, cleaning personnel, and cleaning person's time in and time out. This form is to be completed for each date of service; and is to remain posted in the janitorial closet, if applicable, or other designated location for review by the County Representative.

ATTACHMENT A
JANITORIAL DETAIL CLEANING TASK
DAILY CHECKLIST

Facility _____	Date _____	, 200__
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DAILY TASKS		M	Tu	W	Th	F	Sa	Su
1.	Empty all wastebaskets. Damp wipe, if necessary.							
2.	Empty desk recycling totes into large recycling bin.							
3.	Spot clean walls, light switches and doors.							
4.	Damp mop floors, including stairs and landings, remove any gum, tar or other foreign matter.							
5.	Clean and/or polish conference room furniture and meeting room furniture.							
6.	Spot clean and vacuum carpet (Office areas vacuumed 2 times per week).							
7.	Dust all horizontal ledges, furniture, desks and equipment. (Office areas dusted 2 times per week)							
8.	Brush all fabric upholstery, as needed.							
9.	Clean and sanitize drinking fountains.							
10.	Dust all unobstructed work areas.							
11.	Do other general and emergency cleaning as required.							
12.	Report any maintenance defects to the County Representative.							
13.	Keep custodial closet clean.							
14.	Wash all door glass and adjacent panels (interior & exterior).							
15.	Vacuum floor mats and wash as necessary.							
16.	Clean and polish interior and exterior of elevators.							
17.	Sweep and mop elevator floors.							
18.	Damp mop floor, clean tables in break rooms.							
19.	Damp wipe all machines associated with break rooms.							
20.	Clean tables in smoking area.							
22.	Clean tables in patio area.							
23.	Empty all smoking urns in smoking area.							
24.	Sweep floor in smoking area.							

DAILY SERVICE - KITCHEN AREA (If Applicable)		M	Tu	W	Th	F	Sa	Su
1.	Clean sinks with detergent/disinfectant.							
2.	Clean counters with detergent/disinfectant.							
3.	Resupply paper towels and soap dispensers.							
4.	Damp wipe walls, as necessary.							

JANITORIAL DETAIL CLEANING TASK
DAILY CHECKLIST

Facility _____	Date _____	, 200__
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DAILY SERVICE – RESTROOMS		M	Tu	W	Th	F	Sa	Su
1.	Clean basins with detergent/disinfectant.							
2.	Clean toilets and urinals using detergent/disinfectant.							
3.	Damp wipe all ledges.							
4.	Clean mirrors, soap dispensers, wash basin and all plumbing fixtures.							
5.	Clean under basins, around toilets and urinals.							
6.	Damp wipe walls, light switches and doors.							
7.	Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkin liners, sanitary napkins, etc. (ONLY ANTI-BACTERIAL SOAP WILL BE ACCEPTABLE)							
8.	Wet mop floors using detergent/disinfectant.							

DAILY SERVICE – OUTSIDE		M	Tu	W	Th	F	Sa	Su
1.	Sweep and pickup trash around buildings and doorways within a radius of twenty feet.							
2.	Empty and put in new liner bag in trash cans under any covered area around buildings.							
3.	Wash down steps and walks, as required; keeping them free of gum, tar, and other foreign matter. (May have to be pressure cleaned)							
4.	Sweep cobwebs and dust from walls around entrance and windows.							
5.	Shake and sweep down exterior floor mats.							
6.	Clean sand urns, refill as needed.							

COMMENTS:	

JANITORIAL DETAIL CLEANING TASK
WEEKLY CHECKLIST

Facility _____	Date _____, 200__
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WEEKLY TASKS		Completed	Date Completed
1.	High dust all office areas	<input type="checkbox"/>	
2.	Dust vertical surfaces.	<input type="checkbox"/>	
3.	Dust venetian blinds.	<input type="checkbox"/>	
4.	Brush, vacuum and/or spot clean all upholstered furniture and modular panels.	<input type="checkbox"/>	
5.	Clean and sanitize telephones	<input type="checkbox"/>	
6.	Spray buff all corridors, hallways, and lobbies.	<input type="checkbox"/>	
7.	Scrub all non-skid tile floor areas, if applicable.	<input type="checkbox"/>	

WEEKLY MASTER RECYCLING BIN SERVICE		Completed	Date Completed
1.	Take bin(s) to designated location for servicing and return once they are emptied.	<input type="checkbox"/>	

EVERY TWO WEEKS SERVICE		Completed	Date Completed
1.	Spray buff or burnish all vinyl office and elevator floors.	<input type="checkbox"/>	

COMMENTS:	

JANITORIAL DETAIL CLEANING TASK
SPECIAL PROJECTS CHECKLIST

Facility _____	Date _____, 200__
----------------	-------------------

A. MONTHLY SERVICE		Completed	Date Completed
1.	Vacuum air conditioning grills and returns. Damp wipe with all purpose cleaner, if necessary. Do not remove grills.	<input type="checkbox"/>	
2.	Clean light covers (external only)	<input type="checkbox"/>	
3.	Dust fans.	<input type="checkbox"/>	
4.	Pressure wash steps and walks as needed.	<input type="checkbox"/>	
5.	Wash all first floor exterior window glass.	<input type="checkbox"/>	

B. EVERY TWO MONTHS SERVICE		Completed	Date Completed
1.	Clean carpet by extraction method. (May need to clean spills or heavily soiled areas in between regular carpet cleanings)	<input type="checkbox"/>	
2.	Hose down and scrub clean smoking room floor.	<input type="checkbox"/>	

C. QUARTERLY SERVICE		Completed	Date Completed
1.	Strip and re-wax all hard floors (may be required to be done more often).	<input type="checkbox"/>	
2.	Clean interior window glass (may be required to be done more often).	<input type="checkbox"/>	

E. THREE TIMES PER YEAR		Completed	Date Completed
1.	Wash exterior window glass and any high interior glass, if applicable.	<input type="checkbox"/>	

D. SEMIANNUAL SERVICE		Completed	Date Completed
1.	Wash venetian blinds (use all purpose cleaner or detergent). Do not remove blinds from window.	<input type="checkbox"/>	
2.	Clean light fixtures and covers (interior).	<input type="checkbox"/>	
3.	Wash exterior windows of building and interior high glass.	<input type="checkbox"/>	
4.	Clean canvas awnings.	<input type="checkbox"/>	

E. ANNUAL SERVICE		Completed	Date Completed
1.	Pressure wash exterior of building.	<input type="checkbox"/>	

COMMENTS:

ATTACHMENT C

COMPANY NAME		DATE	
LOCATION		TIME	

STANDARDS	RATINGS				STANDARDS	RATINGS			
	COMPLIES	DOES NOT COMPLY	SEE COMMENT	N/A		COMPLIES	DOES NOT COMPLY	SEE COMMENT	N/A
Dusting of ceiling fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Spot cleaning of carpets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting of partitions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shampooing of carpets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting of shelves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of window / door glass (interior)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting of cabinets / fire extinguishers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of window / door glass (exterior)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting of window sills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of bathroom fixtures (toilet, sink, shower)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting of blinds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of bathroom walls/ partitions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting of vents and grills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of bathroom mirrors / faucets / handles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dusting / Cleaning of baseboards / walls / water fountains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of bathroom dispensers (toilet tissue, towel)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vacuuming of furniture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sweeping of sidewalks /walkways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mopping of hard floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stripping / waxing / buffing of hard floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of exterior of building	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vacuuming of carpets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cleaning of elevators (inc. Wiping of stainless steel)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INSPECTOR'S COMMENTS:

PLEASE RESPOND IN SPACE BELOW AND RETURN TO OUR OFFICE, BY FAX, 335-2653.

VENDOR'S COMMENTS:

GUIDE "E"

INSURANCE REQUIREMENTS FOR SERVICE

Your certificate of insurance must meet the following requirements

Requirement #1: The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2: Certificate holder shall be listed as follows:

**Lee County Board of County Commissioners
C/O Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902**

Requirement #3: Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

This Standard Insurance Language is to be utilized for Contracts, or Agreements meeting these circumstances. Certain conditions and/or exposures may not relieve or limit the liability of the vendor. These requirements may not be sufficient or adequate to protect the vendor's interests or liabilities, but are merely minimums.

Circumstances

Project is for vendors providing a service such as but not limited to lawn maintenance, janitorial, painting, carpentry, moving, equipment service or repair.

Worker's Compensation

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employees liability will have minimum limits of:

- \$100,000 per accident
- \$500,000 disease limit
- \$100,000 disease limit per employee.

Commercial General Liability

Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability and broad form property damage exposures with minimum limits of:

\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

Coverage shall apply to owned vehicles and/or hired and non-owned vehicles and employee non-ownership use with minimum limits of:

\$100,000 bodily injury per person (BI)
\$300,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$300,000 combined single limit (CSL) of BI and PD

Certificate of Insurance

An original hand signed certificate shall be on file with and approved by the Lee County Risk Management Office prior to the commencement of any work activities.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be on file with Risk Management at least 15 days prior to the expiration date.

Revised 10/18/00

PURCHASING AGREEMENT

This Agreement, made and entered into this _____ day of _____, in the year _____, by and between LEE COUNTY, FLORIDA, a political subdivision of the STATE OF FLORIDA, acting by and through the BOARD OF COUNTY COMMISSIONERS, PARTY OF THE FIRST PART AND, _____ PARTY OF THE SECOND PART.

WITNESSTH: That the parties hereto, for the consideration herein set forth mutually agree as follows:

Article 1. SCOPE OF WORK: The vendor shall provide all labor, services, materials, and equipment and perform all the necessary work in the manner and form provided by the Contract Documents for the performance of:

Article 2. CONTRACT SUM: The County shall pay to the vendor, for the faithful performance of the terms as specified in the Purchasing Agreement, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, total sum as follows:

Based on the agreed upon price shown in the Proposal previously submitted to the County, a copy of said Proposal being a part of this Agreement

the sum of _____
DOLLARS (_____).

Article 3. PAYMENTS: If during the progress of the work or furnishing of services it appears that the vendor's bills for the materials and labor are not being paid, the County shall have the right to withhold from the vendor's monthly payments sufficient sums to protect itself against all losses from possible liens, and to apply the said sums to the payment of such debts. Payments of monthly estimates are agreed not to be admission by the County that the work is done or that its quality or quantity is satisfactory; final acceptance shall occur only with final payment. Before the final payment is made, the vendor shall show to the County satisfactory evidence that all just liens or claims for payment from all persons supplying the vendor labor, material and supplies used directly or indirectly by the vendor or any subcontractor or subcontractors of the vendor in the prosecution of the work are fully satisfied, and that there are no liens, claims and demands resulting from the vendor's performance. The County shall have the right to withhold up to ten (10%) percent of each progress payment which shall be due and payable to the vendor upon final completion of the work.

Should the vendor fail to complete the work within the time limit, no partial estimate will be rendered and no payments will be made after the date established for completion except as follows:

- 1. If a Surety Bond was furnished, the vendor shall deliver to the County's Agent the written consent of the vendor's Surety covering every such partial payment permitting such payment to be made without affecting the validity of the Bond.

- 2. If a Cash Bond was furnished, the County’s Agent will examine the conditions relating to the delay, also the amount and nature of the work remaining to be completed and his decision will determine whether partial payments will continue to be made or withheld.

The validity of the Bond shall in no way be affected regardless of which course of action is taken.

Article 4. This purchasing Agreement shall be in effect from the period commencing the _____ day of _____, 19__ up to and including the _____ day of _____, 19__.

Article 5. FAILURE TO COMPLETE THE WORK ON TIME: The time limit for the completion of all work under this Purchasing Agreement shall be as set forth in the Proposal. The dates fixing this period upon the calendar shall be as established and stated in the “NOTICE TO PROCEED” from the Purchasing Agent. After commencement of work for this Agreement, it shall be pushed with proper dispatch toward completion, to the satisfaction of the County and shall be fully completed within the time limit if so established. It is understood and agreed that the time limit for completion of said work is the essence of this agreement and, should the party of the second part fail to complete the work within the time limit, it is agreed that for each calendar day that any work provided for in these plans or specifications shall remain incomplete after the time limit has expired, including any official extension of time limit, the sum per day given in the following schedule shall be deducted from monies due this vendor, not as a penalty, but as liquidated damages and added expense for supervision.

Amount of Liquidated Damages per day: _____

The vendor shall take into account all contingent work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want or knowledge of said contingent work as an excuse for delay in his work, or for it’s nonperformance.

Article 6. PURCHASING AGREEMENT DOCUMENTS: The documents hereinafter listed shall form the Purchasing Agreement and they are as fully part of the Purchasing Agreement as if attached hereto:

- 1. Advertisement for quotes (If Advertising actually performed)
- 2. Proposal Quote Form
- 3. Quote Bond (if required)
- 4. Specifications
- 5. Insurance Certificate (if required)
- 6. Vendors Bond (if required)
- 7. Plans (if applicable)

Article 7. APPLICABLE LAW: Unless Otherwise specified, this Purchasing Agreement shall be governed by the laws, rules, and regulations of the State of Florida, or the laws, rules and regulations of the United State when providing services funded by the United State Government.

Article 8. ASSIGNMENT AND TRANSFER: The vendor shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfer that result from transfer or consolidation with a third party, without the prior written approval of the county. The vendor shall have the right to employ other persons and/or firms to serve as subcontractors in connection with the requirements of the Agreement.

Article 9. TERMINATION: This Agreement may be terminated by either party by giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

However, if the vendor is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the vendor or for any of the property, if it files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar laws, if it disregards the authority of the County's designated representatives, if it otherwise violates any provisions of this Agreement, or for any other just cause, the County may, without prejudice to any other right or remedy and after giving the vendor seven (7) calendar days written notice, terminate this Agreement.

Where the vendor's services have been terminated by the County, said termination shall not affect any rights of the County against the vendor then existing or which may thereafter accrue.

In the event of termination of this Agreement, not the fault of the vendor, the County shall compensate the vendor for: (1) all services completed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the vendor in effecting the termination of services and work, and incurred by the submittal to the County of project drawings, plans, data, and other project documents which are the subject of this Agreement.

Article 10. SEVERABILITY: The provisions and scope of work included in this Agreement are severable. The excuse of nonperformance of a portion of this Agreement shall not excuse the vendor from further performance or completion of the Agreement.

Article 11. CONFLICTING PROVISION: Should any provision of this Agreement conflict with any other specifications or provisions included or incorporated by reference, the provisions of this Agreement shall control.

Article 12. WAIVER: Any waiver by the County or the breach of any provision of this Agreement shall not be construed or deemed to be a modification of the terms of this Agreement.

Article 13. MODIFICATION: Modification to covenants, terms and provisions of the Agreement shall only be valid when issued in writing as an amendment or change order agreed to by both parties.

Article 14. ILLEGAL OR UNCONSTITUTIONAL PROVISIONS: Should a Court of Law determine any provision of this Agreement to be contrary to the law, such a ruling shall not relieve the vendor from fulfilling other responsibilities under the Agreement.

Article 15. **DAMAGE TO PRIVATE PROPERTY:** Should any private property not belonging to the vendor be damaged through the fault of the vendor, while carrying out this Agreement, such damage shall be repaired by the vendor prior to the completion of the project. The County shall withhold final payment until such repairs have been made.

Article 16. **INSURANCE:**The vendor will provide a certificate of insurance, meeting the requirements outlined in the specifications (if required).

Article 17. **HOLD HARMLESS AND INDEMNITY:** The vendor agrees through the signing of this document by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and judgements of every name and description arising out of or incidental to the performance of this Agreement or work performed thereunder, whether or not due to or caused by negligence of the County excluding only the sole negligence of the County.

Article 18. **EMPLOYEES:** Persons employed by the vendor in the performance of services pursuant to this Purchasing Agreement shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, worker compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the County to its officers and employees.

Article 19. **LIABILITY FOR ACTS AND OMISSIONS:** The County shall not be deemed to assume any liability for the acts, omissions or negligence of the vendor, its agents or employees, and the vendor shall indemnify, release and hold the county harmless from and shall defend the County and its officers and employees against any and all claims, demands, liabilities and suits arising from any act or omission of the vendor, his agents or employees performing services and functions pursuant to this Agreement. This Agreement to indemnify shall not apply to any liability for personal injury, property damage, or breach of Agreement caused solely by the negligence of the County.

Article 20. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

Article 21. **ANTI-DISCRIMINATION CLAUSE:** The vendor hereby agrees to comply with all applicable provisions of Federal, State and local anti-discrimination laws. A list of all pertinent provisions are attached as an addendum, if applicable. The vendor agrees to hold harmless, defend, and indemnify the County for any losses incurred as a result of its failure to abide by the applicable anti-discrimination laws.

Article 22. **SALES AND USE TAX:** The Contractor is responsible for complying with the Florida Sales and Use Tax Law as it may apply to any and all of the Services and Work to be provided and performed pursuant to this Contract. The amount(s) of Compensation set forth in the Contract or in any Change Orders or Work Orders authorized pursuant to this Contract shall be understood and agreed to include any and all Florida Sales and Use Tax payment obligations required by Florida Law

of the Contractor and of any an all of the Sub-Contractors or material suppliers engaged by the Contractors pursuant thereto.

IN WITNESS WHEREOF the said Lee County, Florida, has caused this Agreement to be executed in its name by the Chairman, attested by the Clerk of Courts to be hereto attached; and the said party of the second part has caused this Agreement to be executed in its name by its _____ President, attested by its _____ Secretary _____, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Secretary

(Correct Name of Corporation)

BY: _____

President

(Corporate Seal)

ATTEST: Clerk of Court

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

APPROVED AS TO FORM

BY: _____
County Attorney's Office

Revised: December 8, 1999

BOND NO.: _____

PERFORMANCE BOND

I. KNOW ALL MEN BY THESE PRESENTS: That (Name, Full Address & Phone # of Awardee), the Service Provider, as Principal, and _____, Surety, located at: _____

(Business Address)

are held and firmly bound unto the LEE COUNTY BOARD OF COUNTY COMMISSIONERS, P O Box 398, Fort Myers, FL 33901, (941) 689.7385, a Political Subdivision of the State of Florida, as Obligee in the sum of (Amount of Bond Written in Words) (\$ _____) Dollars,

lawful money of the United States, for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, Principal has entered into that certain contract (hereinafter "the Contract") dated the _____ day of _____, 20____, with Obligee for: Legal Description - (Legal Description, of Project including Strap #), who's address is (Project Address) for the project known as (Bid # and Full Project Title), in accordance with the conditions and provisions further described in the aforementioned contract, which is by reference made a part hereof.

III. THE CONDITIONS OF THIS BOND are that if Principal:

1. Fully, promptly, and faithfully performs the contract at the times and in the manner prescribed in the contract, and
2. Promptly makes payments to all claimants, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Obligee any and all losses, damages, costs and attorney's fees that Obligee sustains because of any default by Principal under the contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
4. Performs the guarantee of all work and materials furnished under the contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.
5. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

- 6. In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its performance bond regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under several seals this _____ day of _____, 20__ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL: _____

BY: _____
 Authorized Signature (Principal)

 Printed Name

 Title of Person Signing Above

STATE OF _____
 COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20__, by _____
 (Print or Type Name)

who has produced _____
 (Type of Identification and Number)
 as identification.

 Notary Public Signature

 Printed Name of Notary Public

 Notary Commission Number/Expiration

BY: _____
As Attorney in Fact (Attach Power)

Printed Name

Agency Name

Agency Mailing Address

Agency Telephone Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this
_____ day of _____, 20__, by _____
(Print or Type Name)

who has produced _____
(Type of Identification and Number)
as identification.

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

1. How many employees are available to service this contract? _____

2. Describe the types and amount of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes _____ No _____

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

ATTACHMENT 4

LEE COUNTY, FLORIDA
PROPOSAL PRICE FORM
FOR JANITORIAL SERVICE FOR
THE COMMUNITY DEVELOPMENT AND PUBLIC WORKS CENTER

DATE SUBMITTED: 3-19-2002

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: Ø

IN ORDER FOR YOUR QUOTATION TO BE CONSIDERED VALID, REQUIRED SUBMITTALS, AS LISTED IN THIS SPECIFICATION, SHOULD BE INCLUDED WITH YOUR QUOTATION

TOTAL ANNUAL CHARGES (INCLUDES DAY PERSON) \$ 114,576.-
(BASIS OF AWARD) ANNUAL COST

THE FOLLOWING FEES ARE TO BE USED, AS NECESSARY, WITH THIS CONTRACT BUT NOT USED AS THE BASIS OF AWARD:

COST TO ADD/DELETE DAY OF SERVICE \$ 434.-
COST PER DAY

HOURLY RATE PER PERSON, FOR EMERGENCY WORK \$ 38.50
PER HOUR

COST PER SQ.FT. PER DAY, TO ADD DUSTING AND VACUING OF OFFICE AREAS \$.10
COST PER SQ.FT./DAY

TO BE STARTED WITHIN 7 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Does your firm have a location/office/facility in Lee County? YES NO

Address: 2701 Cleveland Ave Suite 4 FT Myers 33901

Is your firm interested in being considered for the Local Vendor Preference?
Yes No

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters shall carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quotation may be grounds to reject that quotation.

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME: United States Service Industries

BY (Printed): SKIP SPURGEON

BY (Signature): Skip Spurgeon

TITLE: Regional Manager

FEDERAL ID # OR S.S. # 52-0897024

ADDRESS: 2701 Cleveland Ave #4

FT Myers Fl. 33901

PHONE NO.: 941-334-1865

FAX NO.: 941-334-1908

CELLULAR PHONE/PAGER NO.: 941-470-9613

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 923331

E-MAIL ADDRESS: USSIFM@AOL.COM

REVISED: 7/28/00

ATTACHMENT 5

From: Christopher Jeffcoat
To: Elwell, Jayne
Subject: Re: Pre-Qualification for Step One - Q-020158 - Jan. for Comm. Dev./Public Wks. Bldg.

Jayne,

Have you had time to review the step-two for this project? thanks, Chris

>>> Jayne Elwell 02/11/02 02:44PM >>>
Chris:

I have reviewed the request for pre-qualification for the above mentioned project and recommend that the following be pre-qualified to bid:

- ~~A & A Maintenance, Inc.~~
- ~~A & T Associates~~
- ~~Executive Management Services, Inc.~~
- ~~Lee's Cleaning of Lee County, Inc.~~
- ~~Maintenance of Florida, Inc.~~
- ~~United States Service Industries (USSI)~~

Please proceed with notifying these companies that they will be pre-qualified to bid on this project.

There was one company, **Prather Enterprises, Inc.** that we could not pre-qualify to bid on this project because they did not have references for two accounts that exceeded the 100,000 s.f. size, however, the references indicated that they could be placed in our 1,000 to 10,000 and the 10,001 to 30,000 square foot pools. Could we send him a letter letting him know that we pre-qualified them for those pools?

I will send you the pre-qualification check lists and evaluation forms from this project in inner office mail.

Thank you.

Jayne Elwell
Facilities Coordinator - Facilities Mgmt.
elwelljd@leegov.com
Phone: (941) 335-2919
Fax: (941) 335-2653

ATTACHMENT 6

From: Jayne Elwell
To: Jeffcoat, Christopher
Date: 3/21/02 4:26PM
Subject: Janitorial Service for Community Development/Public Works Building Q-020158

Chris:

We have reviewed the quotes for the above mentioned project and recommend that it be awarded to USSI who was the low quoter meeting all specifications.

Please proceed with awarding the contract.

Thank you.

Jayne Elwell
Facilities Coordinator - Facilities Mgmt.
elwelljd@leegov.com
Phone: (941) 335-2919
Fax: (941) 335-2653

CC: Beck, Richard