

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

Blue Sheet No. 20070653

1. ACTION REQUESTED/PURPOSE: Approve award of Formal Quotation #Q-070255, Janitorial Service for Community Development and Public Works Building, to the overall low quoter meeting specifications, U.S.S.I.; for the annual grand total price of \$95,700.00, with CPI increases each year. The initial term of this quote is for three years; also request authority to renew this quote for an additional two-year period, at the same terms and conditions. In addition please allow the ability to add or delete additional square footage on temporary or permanent basis per the specification at the Purchasing Directors discretion, if it is in the best interest of the county. Funding will come from the individual department or division's budget whom will be responsible for monitoring their individual expenditures.

2. FUNDING SOURCE: Fund: General; Program: Facilities Management Administration

3. WHAT ACTION ACCOMPLISHES: Allows Facilities Management to provide reliable janitorial service for the Community Development and Public Works Building.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C2A		6. Meeting Date: MAY 15 2007
7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin. Code <u>AC-4-1</u> <input type="checkbox"/> Other	9. Request Initiated: Commissioner _____ Department <u>Facilities Management</u> Division _____ By: <u>Richard Beck</u> <i>[Signature]</i>

10. Background: The two-step quoting 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.

Step One: On March 27, 2007, Purchasing Services requested qualifications from interested firms. On that date eight responses were received. Five of the eight firms were found to be qualified for this project.

Step Two: Price quotations were opened from the five qualified vendors on April 10, 2007. U.S.S.I., was the low quoter meeting specifications.

Funds are available: QC5121200100.503490

- ATTACHMENTS:**
- (1) Step One Tabulation Sheet
 - (2) Step Two Tabulation Sheet
 - (3) Step One Specifications
 - (4) Step Two Specifications
 - (5) U.S.S.I.'s Quotation
 - (6) Department Recommendation
 - (7) Bond

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i> 4.30.07	<i>[Signature]</i> PA 4-26-07			<i>[Signature]</i>	DEH 5/1/07	M 3/1/07	M 5/1/07	M 4/30/07	<i>[Signature]</i> 4.30.07

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>[Signature]</i>
4/ 4:23 <i>[Signature]</i>
130
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
511
<i>[Signature]</i>

Rec. by CoAtty
Date: 4/30/07
Time: 3:35pm
Forwarded To: CHD 4:07pm

ATTACHMENT 3



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-070255

OPEN DATE: MARCH 27, 2007

AND TIME: 2:30 P.M.

MANDATORY PREBID DATE: MARCH 15, 2007

AND TIME: 9:30 AM

LOCATION: COMMUNITY DEV/
PUBLIC WORKS BLDG
1500 MONROE ST - CONF RM C
FORT MYERS, FL 33901

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
1825 HENDRY ST 3rd FLOOR
P.O. BOX 398
FORT MYERS, FL 33902-0398

BUYER: PATTI ARMBRUSTER, CPPB
PURCHASING AGENT
PHONE NO.: (239) 344-5451

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

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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.

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

TWO-STEP QUOTE PROCESS

NOTE: PLEASE SUBMIT STEPS 1 AND 2 TOGETHER ON THE PROJECT OPENING DATE.

PLEASE USE SEPARATE SEALED ENVELOPES MARKED "STEP 1" & "STEP 2"

Lee County is utilizing a two-step process to evaluate the qualifications of quoters and allow only qualified companies to have their pricing opened and considered under Step Two.

*Step One will require interested vendors to submit the qualifications of their company.

*In Step Two, only those companies qualified in Step One will be eligible to have their pricing opened and considered.

STEP ONE – REQUEST FOR QUALIFICATIONS

In Step One, please submit all requested information to Lee County Purchasing Services, 1825 Hendry Street, 3rd Floor, Fort Myers, FL 33901, 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 companies are qualified and which are not. Each company submitting qualifications will receive a letter stating whether they are qualified or not. Only those companies found to be qualified will be allowed to proceed to Step Two.

In order for a company to be considered responsive in Step One, it should submit all information requested, including appropriate signatures. Failure to meet these requirements may cause your company to be declared non-responsive.

STEP TWO – REQUEST FOR QUOTATIONS – PRICES

Firms found to be qualified in Step One will be eligible to have their pricing opened and considered. This information must be completed and returned to Lee County Purchasing Services, 1825 Hendry Street, 3rd Floor, Fort Myers, FL 33901, before the given deadline. Pricing information received after this date and time will not be accepted.

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 (239) 344-5450.

1. **SUBMISSION OF QUOTE:**

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

- b. The Quotation shall be submitted in triplicate as follows:
 - 1. The original consisting of the Lee County quote forms completed and signed.
 - 2. A copy of the original quote forms for the Purchasing Director.
 - 3. 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.
 - 1. 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.
 - 2. 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 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 by 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 quoted, 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. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- 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 licenses 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. **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.

6. **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.

7. **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.

8. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice 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.

9. **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:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- 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 an 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."

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 \$25,000.00 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: _____

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

Are there any modifications to the quote or specifications:

Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

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 SS# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED 7/28/00

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS FOR
JANITORIAL SERVICE FOR THE COMMUNITY
DEVELOPMENT & PUBLIC WORKS CENTER**

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.

QUOTER'S RESPONSIBILITY TO THIS SPECIFICATION

It is the responsibility of each quoter to carefully examine these specifications and the quote documents and become familiar with the requirements set forth herein. In addition, it is the responsibility of each quoter to submit all necessary information. Failure to do so could result in your quote being declared as non-responsive.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your quotation package. It must be signed and notarized. Failure to include this affidavit with your quote will delay the consideration and review of your submission; and could result in your quote response being disqualified.

INSURANCE

Insurance shall be provided per the attached insurance guide prior to issuance of Notice to Proceed.

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.

NOTE: IN ORDER TO QUALIFY TO PROCEED TO STEP TWO AS A QUALIFIED VENDOR; A "PASS" MUST BE OBTAINED FOR ALL OF THE EVALUATION CRITERIA – SEE "SAMPLE A – EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS".

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. Describe experience in narrative form, no longer than two (2) 8-1/2" x 11" pages and include references

Company submitting qualifications shall furnish at least one single account 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. References for this account must be provided to include: name of account, address of account, telephone number, contact person, dates of service, and square footages of each account. If so, include listing of account.

In addition to the reference required above, Company submitting this Request for Qualifications shall furnish a list of references (minimum of four additional 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. If so, include listing of these four accounts on a separate page.

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?

FINANCIAL QUALIFICATIONS (MINIMUM)

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 33902-0398

Requirement #3:

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

1. **Minimum Insurance Requirements:** Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums:
 - a. **Workers' 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. Employers' liability will have minimum limits of:

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

- b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$500,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$500,000 combined single limit (CSL) of BI and PD

- c. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles 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

- d. **Crime Policy:**
 - \$100,000 Employee Dishonesty;
 - \$100,000 Theft, Disappearance and Destruction;
 - \$100,000 Forgery and Alteration;
 - \$100,000 Computer Fraud.

2. **Verification of Coverage:**

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - 1. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and its public officials,”*** will be named as an **“Additional Insured”** on the General Liability policy.
 - 2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor’s work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor’s performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney’s fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County’s own selection to appear and defend any such action, on behalf of the County, at the

expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for the amounts required under this RFQ.

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

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.

Describe experience in narrative form, no longer than two (2) 8-1/2" x 11" pages and include references.

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? _____
2. Company submitting qualifications shall furnish at least one single account 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. References for this account 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 this account? _____

If so, include listing of account.

3. In addition to the reference required in question number two, Company submitting this Request for Qualifications shall furnish a list of references (minimum of four 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. 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.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by

_____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

SAMPLE A

EVALUATION SHEETS FOR
REQUEST FOR QUALIFICATIONS

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

Quotation No.: _____

Committee Evaluation Date/Time: _____

EXPERIENCE QUESTIONS

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

_____ Pass _____ Fail

2. Was narrative describing experience provided?

_____ Pass _____ Fail

3. Company shall furnish at least one account 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. This account shall have been a janitorial contract and reference shall be provided to demonstrate acceptable performance.

_____ Pass _____ Fail

Was reference check acceptable?

_____ Pass _____ Fail

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

_____ Pass _____ Fail

Was reference checks acceptable?

_____ Pass _____ Fail

5. 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. 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 for personnel and equipment as noted in this RFQ? _____

_____ 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-070255

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: _____

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.
Please check off each of the following items as the necessary action is completed:

- ___ 1. The Quote has been signed.
- ___ 2. The Quote prices offered have been reviewed.
- ___ 3. The price extensions and totals have been checked.
- ___ 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- ___ 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- ___ 6. All modifications have been acknowledged in the space provided.
- ___ 7. All addendums issued, if any, have been acknowledged in the space provided.
- ___ 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- ___ 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- ___ 10. Any Delivery information required is included.
- ___ 11. Affidavit Certification Immigration Signed and Notarized
- ___ 12. The mailing envelope has been addressed to:

MAILING ADDRESS Lee County Purchasing P.O. Box 398 Ft. Myers, FL 33902-0398	or	PHYSICAL ADDRESS Lee County Purchasing 1825 Hendry St 3 rd Floor Ft. Myers, FL 33901
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- ___ 13. The mailing envelope **MUST** be sealed and marked with:
 Quote Number
 Opening Date and/or Receiving Date
- ___ 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- ___ 15. If submitting a "NO BID" please write quote number here _____
 and check one of the following:
 ___ Do not offer this product ___ Insufficient time to respond.
 ___ Unable to meet specifications (why)
 ___ Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:

ATTACHMENT 4



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-070255

OPEN DATE: March 27, 2007

AND TIME: 2:30 P.M.

MANDATORY PRE-BID DATE: March 15, 2007

AND TIME: 9:30 A.M.

LOCATION: COMMUNITY DEV/
PUBLIC WORKS BLDG
1500 MONROE ST – CONF RM C
FT. MYERS, FL 330901

REQUEST FOR QUOTATIONS

TITLE:

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

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING
1825 HENDRY ST 3rd FLOOR
P.O. BOX 398
FORT MYERS, FL 33902-0398

BUYER: PATTI ARMBRUSTER, CPPB
PURCHASING AGENT
PHONE NO.: (239) 344-5451

**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 (239) 344-5450.

1. SUBMISSION OF QUOTE:

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 1. Marked with the words "Sealed Quote"
 2. Name of the firm submitting the quotation
 3. Title of the quotation
 4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
 1. The original consisting of the Lee County quotes forms completed and signed.
 2. A copy of the original quote forms for the Purchasing Director.
 3. 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.
 1. 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.
 2. 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 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 by 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. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- 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. **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.

6. **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.

7. **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.

8. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice 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.

9. **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:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.

- A statement indicating the relief sought by the affected (protesting) party.
- 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 an 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."

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 \$25,000.00 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 ensure 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 ensure 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 SERVICE 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 which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: _____

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) \$ _____
(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 \$ _____
COST PER DAY

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

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

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

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 should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

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

**LEE COUNTY, FLORIDA
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.

INSURANCE REQUIREMENTS

Insurance shall be provided per the attached Insurance Guide, 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 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, which 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.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your quotation package. It must be signed and notarized. Failure to include this affidavit with your quote will delay the consideration and review of your submission; and could result in your quote response being disqualified.

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/access cards will be issued to the Vendor, and a fee will be charged to the Vendor for the loss of any keys/access cards 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 thirty (30) 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 (and as designated)
Martin Luther King Day	-	Third Monday in January
Memorial Day	-	Last Monday in May
Fourth of July	-	July 4th
Labor Day	-	1st Monday in Sept.
Veterans Day	-	November 11th
Thanksgiving Day	-	4th Thursday in November
Day After Thanksgiving	-	Fourth Friday in November
Christmas Day	-	December 25 (and as designated)

The Christmas Day and New Year's Day holidays are observed differently than the other listed holidays according to the day of the week on which they fall. Christmas and New Year's are observed according to the following schedule:

If Christmas or New Year's

<u>Observed Day Falls On</u>	<u>Days Off</u>
Sunday	Monday and Tuesday
Monday	Monday and Tuesday
Tuesday	Monday and Tuesday
Wednesday	Tuesday and Wednesday
Thursday	Thursday and Friday
Friday	Thursday and Friday
Saturday	Thursday and Friday

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. A sample has been provided with this specification packet.

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. Communication
- a. Because of emergency situations, it may be necessary to contact vendor personnel after normal work hours. The awarded vendor will be required to provide emergency contact phone numbers and personnel.
 - b. The County's contact person for this project will be Jayne Elwell. She can be reached at (239) 335-2919.
5. 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.
6. 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. It is preferred that fans shall be used to maximize the drying time of the carpet.

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.

f. Waterless Urinals

Lee County is in the process of replacing urinals in existing restrooms, throughout the county, with the new waterless type urinals. The urinals in this building have been replaced. Vendors are to instruct cleaning personnel to clean the urinals in the following manner: **Wipe down urinal with a non-abrasive cleaner/disinfectant. The cleaner is to be applied to the cloth and then wipe down the urinal surface. Do not spray the cleaner/disinfectant directly onto the urinal surface or in the drain. Vendor must instruct cleaning personnel not to pour any type of liquid onto the surface or the drain of the urinal, as this will destroy the operation of the filter.** Urinal filters will be changed out by Facilities Management personnel on a regular basis.

g. Hepa Filter Vacuum Cleaners

Under this contract, it will be required that the vendor use only vacuum cleaners with the Hepa filtration system. These vacuums must be approved for use by the Facilities Management Director or designee. If, at any time during this contract, the vacuum cleaners need to be replaced, the replacement must have a Hepa filtration system and be approved by the Facilities Management Director or designee.

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 ensure that each cleaning task is done in each facility. The vendor can mark that a particular task has been completed by checking it off on the day or month it was completed.

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.

b. Attachment B: 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. **Attachment C: Sample Cleaning Personnel Sign-in Sheet**

The vendor shall have a sign-in sheet, similar to the attachment provided, 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.

INSURANCE REQUIREMENTS

NOTE: 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 33902-0398

Requirement #3:

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

1. **Minimum Insurance Requirements:** Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums:
 - a. **Workers' 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. Employers' liability will have minimum limits of:
 - \$100,000 per accident
 - \$500,000 disease limit
 - \$100,000 disease limit per employee
 - b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$500,000 bodily injury per person (BI)
 - \$500,000 bodily injury per occurrence (BI)
 - \$100,000 property damage (PD) or
 - \$500,000 combined single limit (CSL) of BI and PD
 - c. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles used 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

- d. Crime Policy:
 \$100,000 Employee Dishonesty;
 \$100,000 Theft, Disappearance and Destruction;
 \$100,000 Forgery and Alteration;
 \$100,000 Computer Fraud.

2. Verification of Coverage:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - 1. ***“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and its public officials,” will be named as an Additional Insured on the General Liability policy.***
 - 2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor’s work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor’s performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney’s fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County’s own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney’s fees incurred by the County in establishing the right to indemnity.

ATTACHMENT A

JANITORIAL DETAIL CLEANING TASK

FACILITY – Community Development / Public Works **DATE** _____, 20____

	DAILY TASKS	M	Tu	W	Th	F	Sa	Su
1.	Empty call 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 matters.							
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 and orderly.							
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 vending machines associated with break rooms, if applicable.							
20.	Sweep stairwells no less than 3 times per week. There are 3 stairwells in this building.							

	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.	Re-supply paper towels and soap dispenser. Wipe down dispensers.							
4.	Damp wipe walls, as necessary.							

JANITORIAL DETAIL CLEANING TASK

FACILITY – Community Development / Public Works **DATE** _____, 20__

DAILY SERVICE – RESTROOMS		M	Tu	W	Th	F	Sa	Su
1.	Clean basins with detergent / disinfectant.							
2.	Clean toilets and urinals using detergent / disinfectant. Waterless urinals are to be cleaned as mentioned in Section 7 of this Specification.							
3.	Damp wipe all ledges.							
4.	Clean mirrors, soap dispensers, wash basins, paper towel dispensers, 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 napkins 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 pick up 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.	Empty and clean all smoking urns. Refill sand, if applicable.							

WEEKLY TASKS		M	Tu	W	Th	F	Sa	Su
1.	High dust all office areas.							
2.	Dust vertical surfaces.							
3.	Dust Venetian blinds.							
4.	Brush, vacuum and / or spot clean all upholstered furniture and modular panels, as needed.							
5.	Scrub all non-skid tile floor areas, if applicable.							

JANITORIAL DETAIL CLEANING TASK

FACILITY – Community Development / Public Works **DATE** _____, 20__

WEEKLY MASTER RECYCLING BIN SERVICE		M	Tu	W	Th	F	Sa	Su
1.	Take bin(s) to designated location for servicing and return once they are emptied.							

EVERY TWO WEEKS SERVICE		M	Tu	W	Th	F	Sa	Su
1.	Spray buff or burnish all vinyl surfaced areas.							

MONTHLY SERVICE		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.	Vacuum all air conditioning grills and returns. Damp wipe with all purpose cleaner, if necessary. Do not remove grills.												
2.	Clean light covers (external only).												
3.	Dust fans, if applicable.												
4.	Pressure wash steps and walks as needed.												
5.	Wash all first floor exterior window glass.												
6.	Scrub grout in tile areas.												

EVERY TWO MONTHS SERVICE		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.	Clean carpet by extraction method. (May need to clean spills or heavily soiled areas in between regular carpet cleanings.)												

QUARTERLY SERVICE		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.	Strip and re-wax all hard floors. (May be required to be done more often.)												
2.	Clean interior window glass. (May be required to be done more often.)												

JANITORIAL DETAIL CLEANING TASK

FACILITY – Community Development / Public Works DATE _____, 20____

SEMIANNUAL SERVICE		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.	Wash Venetian blinds (use all purpose cleaner or detergent). Do not remove blinds from window.												
2.	Clean light fixtures and covers (interior).												
3.	Wash exterior windows of building and interior high glass.												
4.	Clean canvas awnings.												
5.	Wash exterior window glass and any high interior glass, if applicable.												

ANNUAL SERVICE		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1.	Pressure wash exterior of building.												

ATTACHMENT C

**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.

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.

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

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.
- 11. Affidavit Certification Immigration Signed and Notarized
- 12. The mailing envelope has been addressed to:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Purchasing	Lee County Purchasing
P.O. Box 398	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901
- 13. The mailing envelope **MUST** be sealed and marked with:
 - Quote Number
 - Opening Date and/or Receiving Date
- 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- 15. If submitting a "NO BID" please write quote number here _____ and check one of the following:
 - Do not offer this product
 - Insufficient time to respond.
 - Unable to meet specifications (why)
 - Unable to meet bond or insurance requirement.
 - Other: _____

Company Name and Address:

Please include copies of current Certificates of Insurance or a letter from your insurance company evidencing the ability of your company to be insured for the amounts required under this RFQ.

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

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.

Describe experience in narrative form, no longer than two (2) 8-1/2" x 11" pages and include references.

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?
Yes. USSI has been providing janitorial services since 1912.

2. Company submitting qualifications shall furnish at least **one single** account 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. References for this account 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 this account? **Yes**

If so, include listing of account. Please refer to the tab of this proposal titled Experience.

3. In addition to the reference required in question number two, Company submitting this Request for Qualifications shall furnish a list of references (**minimum of four 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. Can your company supply this list? **Yes**

If so, include listing of these three accounts on a separate page. Please refer to the tab of this proposal titled Experience.

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? **Yes**

If so, please include the names of these accounts. Please refer to the tab of this proposal titled *Experience*.

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? Yes, please refer to the tab of this proposal titled *Financial Qualifications*.

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? Yes, please refer to the tab of this proposal titled *Financial Qualifications*.

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. Yes, please refer to the tab of this proposal titled *Personnel and Equipment*.

OTHER SPECIAL CRITERIA QUESTIONS

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

Please include copies. Please refer to the tab of this proposal titled *License*.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: Q-070255

PROJECT NAME: Janitorial for the Community
Development + Public Works Center

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: USSI
Skip Spurgeon Vice President 3/26/07
Signature Title Date

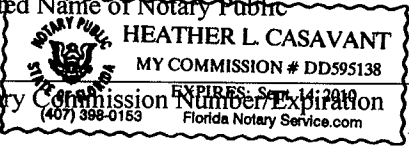
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 26th day of March, 2007, by Skip Spurgeon who has produced

(Print or Type Name)
Personally Known as identification.
(Type of Identification and Number)

[Signature]
Notary Public Signature

Heather L. Casavant
Printed Name of Notary Public



Notary Commission Number/Expiration
(407) 388-0153

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

References and Experience

USSI is a company with over 95 years of janitorial and custodial related experience. Established in 1912 as the United States Window & House Cleaning Company, USSI has matured into a full service janitorial company servicing over 25 million square feet. The company operates in two geographical regions, the state of Florida and the Washington/Baltimore metropolitan area. At present, USSI is providing services to over 7.5 million square feet of space throughout the state of Florida. Many of our existing customers have performance requirements similar to those identified by Lee County.



USSI counts numerous national and local property management and real estate companies as customers, including:



Florida Gulf Coast University

Dr. Al Bielen, Facilities Manager
 (239) 590-1316
 10501 FGCU Blvd S. Fort Myers, FL 33965
Approx 860,000 total square feet since July 2001

As well as C/B Richard Ellis, Douglas Development, BECO Management, Cambridge Asset Advisors, Spaulding & Slye, and QDC Property Management among others. USSI cleans class "A" and "B" office space, universities, elementary and high schools, numerous retail establishments, dining and cafeteria facilities, child and day care facilities, theaters and auditoriums, warehouse and manufacturing facilities, medical office space and laboratories, and educational facilities. As the table below highlights, USSI provides these services to numerous different locations for over 182 different customers, and over 60 customers that have multiple locations. ***USSI will continue to bring our understanding, experience and stability to the Community Development & Public Works Center project.***

	Florida	Washington, DC	Virginia	Maryland
Total Sq. Feet	7,600,342	6,182,857	5,860,844	5,456,354
# of Customers	109	25	20	28
# of Locations	453	41	53	49

(OS1)™ is a registered trademark of ManageMen, Inc.
 "Team Cleaning™" and "Cleaning for Health™" are registered trademarks of ProTeam, Inc.



Current References

Lee Memorial Health System

Ms. Wendy Cole, Property Management Specialist
(239) 772-6644
636 Del Prado Blvd, Cape Coral, FL 33990
Approx 150,000 total square feet since December 2005

Marion County Facilities

Ms. Diane Gault, Administrative Manager, Facilities
352-671-8743 (p) 352-620-3825 (f)
2602 S.E. 8th Street, Ocala, FL 34471
Over 350,000 total square feet
Contract start date: December 1, 2002

Lee County Facilities

Ms. Jane Elwell, Facilities Supervisor
(239) 335-2919
1500 Monroe Street, Fort Myers, FL 33901
Over 1,000,000 total square feet since June 1995*
**Breakdown listed on following page*

Charlotte County Facilities

Mr. Roger Hooghkirk, Facilities Manager
(941) 743-1993
18500 Murdock Circle, Port Charlotte, FL 33948
Over 430,000 total square feet since October 2004

Seminole County Public Schools

Mr. Larry Ellis, Assistant Director of Custodial Services
(407) 320-7495
820 East S.R. 434, Winter Springs, FL 32708
Over 415,000 total square feet since June 2006

Current Lee County Locations

USSI currently services the janitorial service needs of Lee County Government at the following locations:

Administration Building
Parking Lot Attendant Building
Grand Jury
Old Courthouse
Lee County Justice Center
Justice Center Annex
Facility Annex
Constitutional Complex
Public Works
Records Center
Ortiz – Video Visitation
Lehigh Sheriff Substation
Gun Rance
Ortiz – Core
North Ft. Myers Sheriff Substation
New Jail – MLK Building

March 26, 2007

Patti Armbruster, CPPB, Purchasing Agent
Lee County Board of County Commissioners
Division of Purchasing
1825 Hendry Street, 3rd Floor
Fort Myers, FL 33901

**Re: Request for Qualifications
Janitorial Services for The Community Development & Public Works Center**

Dear Ms. Armbruster:

RLI Insurance Company has the pleasure of acting as surety for USSI and its subsidiaries. RLI Insurance Company will be amenable to the issuance of performance and payment bonds in the full amount of the contract subject to the following conditions:

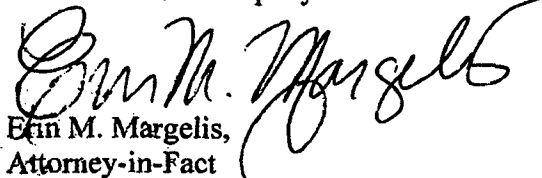
1. That the contract between the obligee and our principal meet our underwriting criteria;
2. All other terms and conditions of the contract fall within our underwriting guidelines and conditions;
3. All proper paperwork requirements of the surety from the principal are received.

Please be aware, that RLI Insurance Company bonds USSI's existing contract for this work under bond CSM203653 for \$114,576. We reserve the right to either issue or not issue the final bond in question depending on whether the conditions listed above are met and the financial condition of our principal is satisfactory.

This letter is valid for a period of 60 days.

Sincerely,

RLI Insurance Company


Erin M. Margelis,
Attorney-in-Fact



RLI Surety
 9025 N. Lindbergh Dr. Peoria, IL 61615
 Phone: (800) 645-2402 | Fax: (309) 683-1610

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Erin M. Margelis, Brian St.Clair, Allison LaRissa Paige, Manuel Jones, Rachel Cole, Myrna L. Smith, Barbara Feit, jointly or severally,

in the City of Washington, State of District of Columbia its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Ten Million Dollars (\$10,000,000).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 07, 2009, but until such time shall be irrevocable and in full force and effect.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 7th day of March, 2007.

State of Illinois }
 County of Peoria } SS



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

CERTIFICATE

On this 7th day of March, 2007, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 26 day of MARCH, 2007.

By: [Signature]
 Cherie L. Montgomery Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President



0842055020208

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/07

PRODUCER Wachovia Insurance Services, Inc. 1401 H Street, NW 7th Floor Washington, DC 20005 783-5810	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED United States Service Industries 4330 East-West Highway Suite 200 Bethesda, MD 20814	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: The Travelers Indemnity Company of A</td> <td>25666</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Co of Am</td> <td>25674</td> </tr> <tr> <td>INSURER C: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Company of A	25666	INSURER B: Travelers Property Casualty Co of Am	25674	INSURER C: Phoenix Insurance Company	25623	INSURER D:		INSURER E:	
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INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	P6307048B505TIA06	04/15/06	04/15/07	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$5,000,000
					PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY	P8107048B505TIL06	04/15/06	04/15/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					AUTO ONLY - EA ACCIDENT \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS					OTHER THAN AUTO ONLY: EA ACC \$
<input checked="" type="checkbox"/> Drive Other Car					AGG \$
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO				
B	EXCESS/UMBRELLA LIABILITY	PSMCUP7048B505TILO	04/15/06	04/15/07	EACH OCCURRENCE \$10,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$10,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$0				\$
					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PNUB8172B04106	04/15/06	04/15/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$500,000
					E.L. DISEASE - POLICY LIMIT \$500,000
A	OTHER Property	P6307048B505TIA06	04/15/06	04/15/07	Blanket Real And Personal Property

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Lee County BoCC and Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and its public officials are included as additional insured on the General Liability policy for janitorial services performed on its behalf by the named insured.

CERTIFICATE HOLDER

CANCELLATION

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

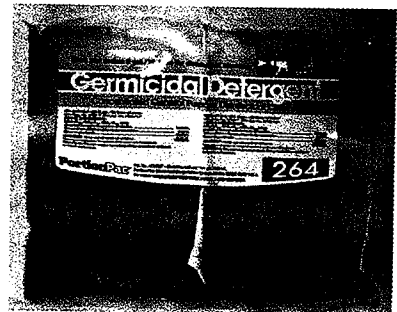
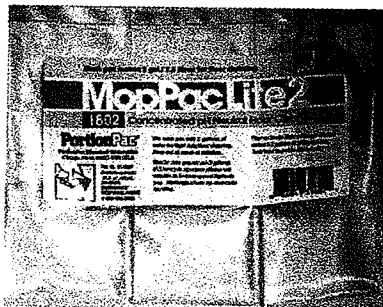
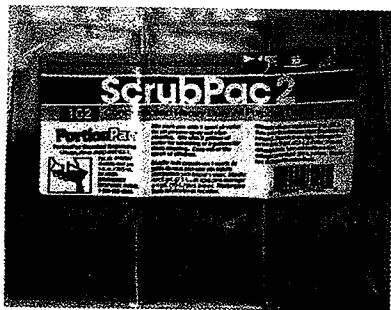
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SA A. D...

Chemicals

USSI uses cleaning chemicals from PortionPac Chemical Corporation. PortionPac is a convenient premeasured detergent system that's the simplest and most labor effective detergent system on the market. These chemicals are highly concentrated detergents and floor finish in pac sizes that match the water levels of traditional buckets, tanks and spray bottles. Custodians simply fill these containers to the regular level with water and pour in the contents of one pac. There are no water or electrical hook-ups. There is no need for personnel to waste costly time returning to machines to refill buckets or spray bottles. Just ultimate simplicity. PortionPac makes "work" more effective and saves more labor dollars than any other system can even hope to equal. The polyethylene envelopes are also a prime example of packing source reduction that reduces your disposal costs.



Equipment

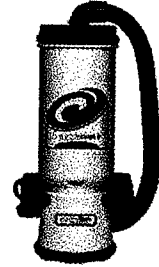
In business for over 95 years, USSI has an intense understanding of the equipment needs pertaining to any janitorial project. In fact, USSI has been an innovator in the janitorial equipment arena. For this project, USSI will be purchasing equipment that is normal and usual to any janitorial contract, and any other equipment anticipated within the RFP. USSI will purchase and/or lease equipment necessary to complete the work per the Lee County Specifications. Capital items requiring additional approval and funding will be presented, justified and approved by Lee County prior to purchase.

As the current contractor at this location, USSI has a unique understanding of the equipment necessary to provide janitorial services to the standards imposed by Lee County. Below are examples of some of the equipment that has been utilized for the Community Development & Public Works Center:

ProTeam® Super Coach Backpack Vacuum

Model # 100653.

The Super Coach Vac offers the most power pound for pound of any vacuum on the market.



Unger® Ergo Dust Pan w/Broom

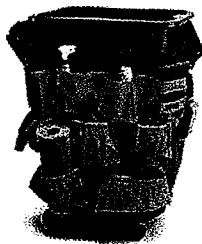
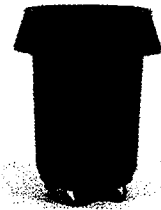
Item #: UG-EDPBR

Designed to make it easy to spot clean and remove debris from floors without bending or touching debris. Never spills contents.

Brute® 44 Gallon Container

Product # 2641

Heavy duty plastic construction resists denting, bending and cracking.



BRUTE® Caddy Bag

Item # 2642

Unger® Ergo Toilet Bowl Brush w/Holder

Product #- BBWHR

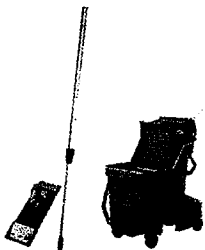


Unger® Mop Kits

Includes: SmartColor TelePole 250 - Item # EZ25G

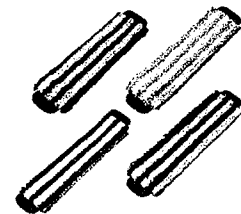
SmartColor Mop Holder – Item # SM40G

SmartColor Press – Item # SPREG



Unger® SmartMop MicroMop7.0

MicroFiber replacement mop head, attaches securely to SmartColor MopHolder with 3 hole flaps. Use wet or dry, aggressive cleaning edges clean with less water, less effort. Reduces bacteria by up to 96%



Other equipment to be used and maintained at the Community Development & Public Works Center:

Wet/Dry Vacuum
High Speed Floor Machines
Low Speed Floor Machines
Restroom Carts
Unger SmartColor Buckets and Wringers
Wet Floor Signs
Beyond Compliance MSDS Boxes
First Aid Kits
Eye Wash Station
PortionPac Chemical Systems
Unger Ergo Disinfectant Applicators
Premium Blue Huck Towels
Information Boards
Key Boxes
Chemical & Equipment Control Cabinets
Steamin Demon High Flow Extractor
CRB Counter Rotation Brush Carpet
Agitator

Personnel

For the Community Development & Public Works Center, USSI proposes Mr. Dwight Popovic as project manager, and he will be reporting directly to Ms. Viviana Bernal, Area Manager of Southwest Florida. Mr. Popovic will provide an exceedingly objective view of the operational performance with Lee County's interest always in mind. Mr. Popovic will be supported by USSI's Vice President of Florida Divisions, Mr. Skip Spurgeon. The vice president will be ready to provide Mr. Popovic with any resources necessary from our portfolio of employees and equipment. With one telephone call to Mr. Spurgeon, Mr. Popovic will be able to gain access to expertise and resources of the regional vice president.

The operations management team will ensure that all performance requirements as dictated within the RFP's Specifications are completed at a superior quality level.

As the current contractor at the Community Development & Public Works Center USSI intends to retain the current staff in place at the location to service this facility.

(OS1)™ is a registered trademark of ManageMen, Inc.
"Team Cleaning™" and "Cleaning for Health™" are registered trademarks of ProTeam, Inc.



Team Cleaning™

Team Cleaning™ is a systematic approach to building cleaning that can be used to service any size or type of facility. It uses specialists who are trained to perform specific cleaning tasks on a preset schedule within a given area. The system allows for vastly improved consistency and quality of cleaning through a process-centric approach to cleaning.

At USSI, our employees are trained to be specialists through specific training programs and use of ergonomic equipment. The four specialists are:



- **Light-duty specialist**
- **Vacuum Specialist**
- **Rest-room specialist**
- **Utility Specialist**



LIGHT DUTY SPECIALIST

The Light Duty position focuses on emptying trash, reinstalling liners, dusting all horizontal and vertical surfaces, picking up debris from the floor (i.e.: paper clips, pencils, and paper), and spot cleaning door glass. After the trash is collected, the Light Duty person places the trash bags in a strategic location for the Utility person to pick up and take to the dumpster.

VACUUM SPECIALIST

The Vacuum position focuses on vacuuming all traffic areas and spot-vacuumping all other areas. The Vacuum person removes crumbs, ashes or other spills on the furniture. After vacuuming, the Vacuum person is responsible for repositioning all the furniture correctly, turning out the lights and securing the area as required.

(OS1)™ is a registered trademark of ManageMen, Inc.
"Team Cleaning™" and "Cleaning for Health™" are registered trademarks of ProTeam, Inc.



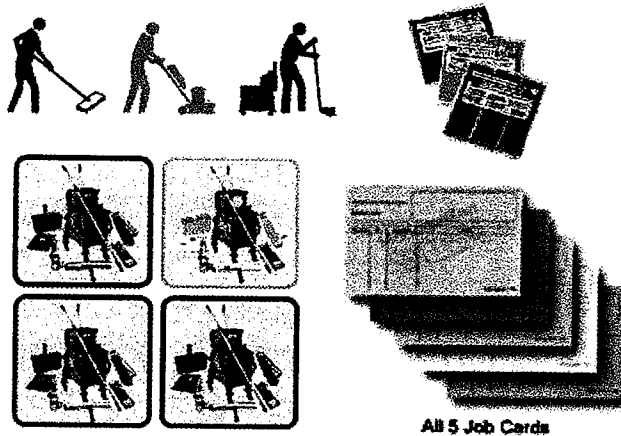
RESTROOM SPECIALIST

The worker performing the duties of the Restroom position is responsible for refilling all paper dispensers, emptying trash, disinfecting fixtures and mirrors, and spot-cleaning all partitions and doors. Finally, the floors are swept and disinfected.

UTILITY SPECIALIST

The Utility person is multi-faceted. Many times, the cleaning lead performs utility tasks. The routine tasks for the utility worker are to polish stairs, vacuum stairwells, clean glass, polish brass, pick up trash on specific floors or in specific areas, spot-clean high-visibility area and haul trash to the dumpster. The Utility position is also responsible for scheduled floor and carpet maintenance.

Depending on building complexity, these specialists are deployed with specific tasks using job cards, leading to consistent cleaning and quality control. Some of the benefits of Team Cleaning™ include improved indoor environmental quality, efficient supervision, quality control, increased worker morale, reduced energy consumption, and greater levels of safety and security for students, teachers, and visitors.



Project Accountability

The project management staff will be using our automated telephone timekeeping system, Kronos. This accurate and reliable method of timekeeping will be vital to maintaining a successful project. The automation not only reduces the chance for error, but makes the process more efficient.

(OS1)™ is a registered trademark of ManageMen, Inc.
"Team Cleaning™" and "Cleaning for Health™" are registered trademarks of ProTeam, Inc.



TTK Process from a user perspective:

Shift Start

1. Employee arrives at job site to begin shift
2. Employee dials local phone number - connects to automated timekeeping system
3. Employee enters unique PIN number (employee is now logged in)
4. Employee ends call
5. Employee performs duties

Shift End

1. Employee dials local phone number - connects to automated timekeeping system
2. Employee enters unique PIN number (employee is now logged out)
3. Employee ends call
4. Employee goes home

TTK System generates time keeping reports.

USSI uses an intranet to strengthen the communication between branches of the company. Furthermore, USSI's home office uses the IBM AS/400 to ensure no lost accounting data. Technology gives USSI the ability to provide Lee County with customized management reports, flexibility, and speed.

Training

Employee training forms the core of the (OS1)™ process at USSI. A combination of continuing on-the-job training and formalized class-room style approach helps USSI's employees upgrade their skills on a regular basis. USSI's dedicated training facility provides both hands-on and audio-visual training in crafting USSI's specialist cleaners.

Bi-lingual training ensures that the various components of (OS1)™ process are presented in a simplified manner. Mandatory "boot camps" for employees are conducted on a regular basis to enable cleaning workers as well as managers to be well-prepared to implement and maintain the (OS1)™ process in the facility.

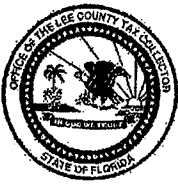
USSI's centralized training facility has developed a comprehensive training schedule which covers specific training modules, depending on the functional specialist. Some of the topics covered in the training include:

- Floor care and carpet care
- OSHA compliance and employee safety

- Restroom care
- Equipment handling and maintenance
- Job cards
- The door-dot system
- Specialist training
- Chemical usage



By offering certification programs and continued learning, the training facility ensures that the various components of (OS1)™ are simplified allowing USSI's employees to be highly trained as specialists and be highly productive.



Lee County Tax Collector

2480 Thompson Street
 Fort Myers, Florida 33901
 www.leetc.com Tel: (239) 533-6000

License Number: 9203331

Dear Business Owner:

Your 2006-2007 Lee County Occupational License is attached below. Please detach the license and display it in a place that is visible to the public and available for inspection. Occupational Licenses are in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health or other regulatory requirements. Occupational Licenses are non-regulatory and are not an endorsement of quality of work performed.

Your 2006-2007 Occupational License is valid from October 1, 2006 through September 30, 2007. Annual renewal notices are mailed in August to the address of record at that time. Please follow the instructions on the back of this letter to transfer your occupational license due to a change of business name, ownership, physical address or you are closing your business.

I hope you have a successful year.

Cathy Curtis

Lee County Tax Collector

Detach and display bottom portion and keep upper portion for your records

LEE COUNTY OCCUPATIONAL LICENSE 2006 - 2007

LICENSE NUMBER: 9203331

LICENSE EXPIRES SEPTEMBER 30, 2007



Location
 2701 CLEVELAND AVE 4
 FT MYERS FL 33901

UNITED STATES SERVICES
 INDUSTRIES INC
 11220 METRO PKWY STE 14
 FT MYERS FL 33966

May engage in the business of:

JANITORIAL SERVICE

THIS IS NOT A BILL - DO NOT PAY

PAID 211672-15-1 10/09/2006 01:40 PM
 WEB \$119.00

OCCUPATIONAL LICENSES ARE NON REGULATORY

LEE COUNTY, FLORIDA
PROPOSAL PRICE FORM
FOR JANITORIAL SERVICE 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 which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: Shirley Spurgeon

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) \$95,700.00
(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 \$250.00
COST PER DAY

HOURLY RATE PER PERSON, FOR EMERGENCY WORK \$48.50
PER HOUR

COST PER SQ.FT., PER DAY, TO ADD DUSTING AND VACUUMING OF OFFICE AREAS \$0.19
COST PER SQ.FT./DAY

TO BE STARTED WITHIN 0 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?
Yes X 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 should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes _____ No X

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

N/A

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 USSI

BY (Printed): Skip Spurgeon

BY (Signature): 

TITLE: Vice President of Florida Divisions

FEDERAL ID # OR SS# 52-0897024

ADDRESS: 11220 Metro Pkwy, Ste 14

Ft. Myers, FL 33966

PHONE NO.: 239-334-1865

FAX NO.: 239-334-1908

CELLULAR PHONE/PAGER NO.: 239-470-9613

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 9203331

E-MAIL ADDRESS: sspurgeon@ussiclean.com

ATTACHMENT C

**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?

11220 Metro Pkwy, Suite 14, Ft. Myers, FL 33966

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

USSI occupies 2,400 square feet at the above location. Of this amount, 1,300 square feet is used for our office operations, the chemical and supply storage area occupies 580 square feet and our employee training area is 520 square feet.

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.

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 6**Armbruster, Patti L.**

From: Elwell, Jayne D.
Sent: Wednesday, April 11, 2007 2:55 PM
To: Armbruster, Patti L.
Cc: Nash, Rebecca T.; Franceschini, Robert D.; Sheehan, Janet K.; Beck, Richard J.
Subject: Q-070255 - Janitorial Services for Community Development & Public Works Bldg.

Patti:

The bids for the above mentioned project have been reviewed and it is recommended that this project be awarded to **United States Service Industries** who was the low bidder meeting all contract requirements. Please proceed with the award of this project.

For the Blue Sheet:

Section #2 (Funding Source): **Fund:** General **Program:** Facilities Management Administration

Section #10 (Background): **Funds Are Available In:** QC5121200100.503490
Language: Construction & Design/Facilities Management Administration/General
Fund/Other Contracted Services

Should you have any questions, please feel free to call me.

Jayne Elwell
Facilities Supervisor
Lee County Division of Facilities Management
239-335-2919 Office
239-707-8644 Cell
239-335-2653 Fax

4/11/2007

ATTACHMENT 7

RLI Insurance Company
Renewable Performance & Payment Bond
BOND # CMS 237134

KNOW ALL MEN BY THESE PRESENTS: That United States Services Industries (hereinafter called the Principal), and RLI Insurance Company (hereinafter called the Surety), are held and firmly bound unto Lee County Board of County Commissioners (hereinafter called the Obligee), in the full and just sum of Ninty Five Thousand Seven Hundred and 00/100 Dollars (95,700.00), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a written Agreement dated the 1st day of June, 2007 for Step-One Janitorial Service for the Community Development & Public Works Center located at 1500 Monroe – Project No. Q-070255 for a period of One year(s) which Agreement is hereby referred to and made a part hereof.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing performance of said Agreement during the term of this bond, including the payment of labor and material furnished for use in the performance of said Agreement during the term of this bond.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the Principal shall well and truly perform, during the term of this bond, each and every obligation in said Agreement at the time and in the manner specified, and shall reimburse said Obligee for any loss which said Obligee may sustain by reason of failure or default on the part of said Principal, than this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, That this bond is subject to the following conditions:

1. This bond is for the term beginning June 1, 2007 and ending June 1, 2008. The bond may be renewed for additional terms at the option of the surety, by continuation certificate executed by the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
2. In the event of default by the Principal:
 - a) Obligee shall deliver to Surety by certified mail, a written statement of the facts of such default, within thirty (30) days of the occurrence.
 - b) The Surety will have the right and opportunity, at its sole discretion, to: 1) cure the default; 2) assume the remainder of the Agreement and to perform or sublet same; 3) or to tender to the Obligee funds sufficient to pay only actual excess costs of performance up to the expiration of the term of this bond. In no event shall the liability of the Surety exceed the penal sum stated herein, and in no event shall the Surety be liable for fines, penalties, or forfeitures assessed against the Principal.
3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted upon the Surety within one year from termination or expiration of the bond term.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying Agreement, then the terms of this bond shall prevail.
7. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

RLI Commercial Surety
Attention Jim Flavion
101 Bradford Road, Suite 200
Wexford, PA 15090

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions, herein.

Signed and sealed this 25 day of April, 2007.

PRINCIPAL:

United States Service Industries, Inc. (seal)

Skip Spurno
(Name & Title) Vice President

SURETY:

RLI Insurance Company (seal)

Erin M. Margelis
(Erin M. Margelis, Attorney-in-Fact)



RLI Surety
 9025 N. Lindbergh Dr. Peoria, IL 61615
 Phone: (800) 645-2402 | Fax: (309) 683-1610

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:
Erin M. Margelis, Brian St.Clair, Allison LaRissa Paige, Menuel Jones, Rachel Cole, Myrna L. Smith, Barbara Feit, jointly or severally.

in the City of Washington, State of District of Columbia its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Ten Million Dollars (\$10,000,000).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 07, 2009, but until such time shall be irrevocable and in full force and effect.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 7th day of March, 2007.

State of Illinois }
 County of Peoria } SS



RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

CERTIFICATE

On this 7th day of March, 2007, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 25 day of APRIL, 2007.

By: [Signature]
 Cherie L. Montgomery Notary Public

RLI Insurance Company

By: [Signature]
 Roy C. Die Vice President

