

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

Blue Sheet No. 20041654

1. REQUESTED MOTION:

ACTION REQUESTED: Approve award of Quote # Q-040704, Temporary Labor Services for Solid Waste Division, to the lowest quoter, Pacesetter Personnel Service (who will act as the primary vendor) and also to the second low quoter, Tandem Staffing Solutions (who will act as the secondary vendor), per the unit price listed on the Lee County Tabulation Sheet. The department expects to spend \$50,000.00 to \$60,000.00 on an annual basis. Also request authority to renew this quote for four additional one-year periods, upon mutual agreement of both parties. Additionally, allow the Purchasing Director authority to rescind the award and go to the next lowest bidder if the awarded vendor fails to meet their contractual obligations.

WHY ACTION IS NECESSARY: Board approval is required because this expenditure will exceed \$50,000.00

WHAT ACTION ACCOMPLISHES: Establishes competitive, fair market prices for Temporary Labor Services
Estimated savings to the taxpayer is \$11,600.00

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #

C8B

3. MEETING DATE:

12-21-2004

4. AGENDA:

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

5. REQUIREMENT/PURPOSE:
(Specify)

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

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT
- C. DIVISION Solid Waste Division

BY: Lindsey Sampson

Lindsey Sampson *12/1/04*

7. BACKGROUND: In order to establish a contract for Temporary Labor Services for Solid Waste Division, the Division of Purchasing Services solicited sealed quotations for this project. The two-step quoting process was used to solicit sealed quotations: Step One request qualifications from interested vendors, and Step Two requested pricing information from the vendors qualified in Step One.

Step One: On October 19, 2004, Purchasing Services requested qualifications from interested firms. On that date, four responses were received. All of the firms were found to be qualified for this project: Able Body Labor, Personnel Services of Fort Myers, Tandem Staffing Solutions, Pacesetter Personnel Service.

Step Two: Price quotations were requested from the four qualified vendors, and then received by Purchasing Services on November 30, 2004. The quotations have been thoroughly reviewed, and a recommendation is being made to award to Pacesetter Personnel Service (primary vendor) and Tandem Staffing Solutions (secondary vendor).

--BACKGROUND CONTINUED ON PAGE TWO--

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>J. M. ... 12-7-04</i>	<i>Janet Sheehan 12-7-04 J. Chaves</i>	<i>No. Pt.</i>		<i>S. P. ... 12/8/04</i>	<i>OA 12/8/04</i>	<i>OM 12/8/04</i>	<i>Risk 12/8/04</i>	<i>GC 12/8/04</i>	<i>J. M. ... 12-7-04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *12/1/04*
Time: *3:30*
Forwarded To: *Co. Admin 12/8/04*

RECEIVED BY
COUNTY ADMIN:
12/8/04
9:15 am 5/1
COUNTY ADMIN
FORWARDED TO: *PM*
12/8/04
3PM

BACKGROUND CONTINUED FROM PAGE ONE

Funding will come from the individual department or division's budget and they will be responsible for monitoring their own expenditures.

- ATTACHMENTS:
- (1) Tabulation Sheet – Step One
 - (2) Tabulation Sheet – Step Two
 - (3) Step One Specifications
 - (4) Step Two Specifications
 - (5) Pacesetter Personnel Service
 - (6) Tandem Staffing Solutions
 - (7) Department Recommendation
-
-

ATTACHMENT #3



LEE COUNTY
SOUTHWEST FLORIDA

PROJECT NO.: Q-040704

OPEN DATE: OCTOBER 19, 2004

AND TIME: 2:30 P.M.

PRE-BID DATE: OCTOBER 5, 2004

AND TIME: 10:30 A.M.

LOCATION: LEE COUNTY PURCHASING
1825 HENDRY STREET
FT MYERS, FL 33901

REQUEST FOR QUOTATIONS

TITLE:
**TEMPORARY LABOR SERVICES FOR SOLID
WASTE DIVISION
STEP ONE**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS
P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS
1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: JUDY CHEVES
BUYER
PHONE NO.: (239) 344-5450

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.

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

5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAYMENT PROCEDURES**

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

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

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

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

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for

which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **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 and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

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

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

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

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

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

11. **PUBLIC ENTITY CRIME**

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

the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

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

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

13. **MATERIAL SAFETY DATA SHEETS**

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

14. **MISCELLANEOUS**

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

15. **WAIVER OF CLAIMS**

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

16. **AUTHORITY TO PIGGYBACK**

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

17. **COUNTY RESERVES THE RIGHT**

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.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to

determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

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

20. **REQUIRED SUBMITTALS**

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

21. **TERMINATION**

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

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

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

22. **CONFIDENTIALITY**

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

23. **ANTI-LOBBYING CLAUSE**

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

24. **INSURANCE (AS APPLICABLE)**

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

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR TEMPORARY LARBOR SERVICES FOR
SOLID WASTE DIVISION

DATE SUBMITTED: _____

VENDOR NAME: _____

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, FIRMS SHOULD COMPLETE AND RETURN PAGES 14, 15, 19, 21 & 22, YOUR FIRM'S NARRATIVE RESPONSES, AND REQUIRED SUBMITTALS, I.E., INSURANCE LETTER OR CERTIFICATE

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: _____

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR TEMPORARY LABOR SERVICES
FOR SOLID WASTE DIVISION
STEP ONE**

SCOPE

The purpose of this quote is to establish an annual contract for temporary labor service. Temporary labor may be required at various locations throughout Lee County, including but not limited to Fort Myers, East Fort Myers, Cape Coral, & Bonita Springs

TWO-STEP QUOTATION PROCESS

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

- Step One will require interested firms to complete and return pages 14, 15, 19, 21, & 22 your firm's narrative responses and required submittals, i.e., insurance letter or certificate, copy of license, etc.
- In Step Two only those firms determined to be qualified in Step One will be given the necessary forms to submit price information.

STEP ONE - REQUEST FOR QUALIFICATIONS

Interested firms shall submit the qualifications of their firm and other information as specified herein, to Lee County Purchasing, 1825 Hendry Street, Fort Myers, Florida 33901, before the deadline listed on the coversheet of this Request for Quotes.

Each firm's information and qualifications will then be reviewed and evaluated by a Committee made up of County staff, and a decision will be made as to which firms are deemed to be qualified. Each firm submitting qualifications will receive a letter stating whether or not they are determined to be qualified.

STEP TWO - REQUEST FOR PRICE QUOTATIONS

Only those firms qualified in Step One will be given the necessary forms to submit pricing information. This information must be completed and returned to Lee County Purchasing, 1825 Hendry Street, Fort Myers, Florida 33901, before the deadline, which will be indicated on the coversheet in Step Two.

TERM OF QUOTATION

This quotation shall be in effect for one year, or until new quotations are taken and awarded. This quotation or any portion thereof, has the option of being renewed for four additional one-year periods, upon mutual agreement of the parties, under the same terms and conditions.

TENTATIVE WORK SCHEDULE

Lee County offices work varied hours. Generally, temporary labor would be required to work weekdays, approximately 8 hours per day, usually between the hours of 7 a.m. and 4 p.m., depending on the location. A small percentage of Lee County's temporary labor needs are required on weekends. Waste to energy transfer station/recycling will require 4 to 6 people, for 40 weeks, 8 hrs a day and 2 people for 12 weeks, 8 hrs a day. E-Waste recycling collections will require 2 to 4 people 4 days a year, 8 hrs a day. HCW (Household Chemical Waste) collections will require 4 to 6 people, 6 Saturday's a year, 8 hrs a day. Locations will vary from Ft Myers, Cape Coral, and Bonita Springs. Some of the more common household chemical waste items are: Antifreeze, Automotive Batteries, Batteries-NiCad (rechargeable), Brake Fluid, Diesel Fuel, Fluorescent Light Bulbs, Fungicides, Gasoline, Herbicides, Insecticides, Oil (automotive), Paint, Paint Thinners, Pesticides, Pool Chemicals, Propane Tanks.

This information is provided for information only, hours are approximate and no specific number of hours is implied or guaranteed under this quotation.

Lee County requires that temporary employees working Saturday hours do so at the same hourly fees as weekday employees. No overtime will be paid unless Lee County specifically authorizes it.

JOB CATEGORIES

Lee County requires vendors to be able to provide temporary labor staff capable of fulfilling the job categories listed below. At least one bi-lingual laborer is preferred. Laborers will need to have high visibility vests and steel toed work boots. There are some remote sites. Laborers should bring lunches as restaurants/ convenience stores may not be available.

Day Laborer for Waste to Energy transfer station/recycling.- Litter pick up, recovering recyclable materials from C&D (Construction and Demolition) and MSW (Municipal Solid Waste) loads brought to the tipping floor, sweeping, and general site cleanup. Ability to take detailed direction from County staff. May also be required to operate riding mower and utility ATV's with instruction from county staff.

Day Laborer for HCW (Household Chemical Waste) Collections - Ability to set up barricades, cones, signs, tents. Sorting through latex paint for recycling, assisted by county employees. Palletizing, shrink wrapping latex paint for shipment. Sorting, palletizing, and shrink wrapping electronics. Dismantling of collection site, overall cleanup and policing of location.

Day Laborer for E-Waste recycling Collections- Ability to sort, load, palletize, and shrink wrap electronics. Recycle acceptable items are: Computers, Monitors, Key boards, Scanners, Televisions, VCR's, Fax Machines, Copy Machines, etc. Overall site cleanup.

Day Laborer may be required to operate riding lawn mowers and utility ATV's

TOLLS/PARKING

Lee County will not pay for or reimburse temporary labor for any bridge tolls or parking fees. In addition Lee County will not provide parking spaces for temporary personnel..

INVOICING

The awarded vendor is required to prepare a invoice for the solid waste department each week. Each invoice must show the work location, the purchase order number, and the name of the employee.

HIRING OF TEMPORARY LABOR

Lee County reserves the right to permanently hire any temporary labor furnished, without fees or additional charges being levied.

PROVISION OF TEMPORARY LABOR

- 1) Any temporary employee furnished, that is not satisfactory, will be replaced at Lee County's discretion. Lee County shall not be charged if, within four hours of work start-up, the temporary employee is requested to be replaced.
- 2) If temporary labor is requested prior to 10 a.m. for the next workday, and the vendor cannot supply anyone, Lee County must be advised no later than 3 p.m. of the same day. In the event of this occurrence, Lee County reserves the right to employ other temporary service vendors to fill the position.
- 3) At the Purchasing Director's discretion, Lee County reserves the right to hire a particular temporary person for a position with high visibility or requiring superior skills. This person may be hired at a rate higher than the awarded vendor's quoted hourly rate for the particular job category.
- 4) Persons employed by the awarded vendor in the performance of services pursuant to this quotation shall not be considered employees of the County, shall be independent thereof and shall have no claim against the County as to pension, worker's compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by the County to its officers and employees.
- 5) The awarded vendor agrees to reimburse the County for any improper charges which can be documented as a result of the vendor's employee making unauthorized long distance telephone calls while working at the County.
- 6) Persons employed by the awarded vendor in the performance of services pursuant to this quotation ARE NOT ALLOWED TO DRIVE COUNTY VEHICLES UNDER ANY CIRCUMSTANCES.
- 7) Lunch hour will not be paid. The maximum lunch break will be one (1) hour.

CONTACT PERSON

The awarded vendor shall be able to 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 temporary labor services, in the event of major breakdowns or natural disasters

**VENDOR QUALIFICATIONS AND
REQUIRED SUBMITTALS FOR THIS RFO**

Vendors must meet certain minimum experience and qualification criteria, as indicated below, in order to be considered for selection as a qualified vendor in Step One of this quotation. In addition, the County reserves the right, at its option, to conduct "on site" inspections of vendors facilities.

1) EXPERIENCE REQUIREMENTS/COMPANY HISTORY

Companies submitting their qualifications shall have a minimum of five (5) years acceptable experience in Temporary Labor Service, three (3) years of which have been in the State of Florida.

Does your company meet these minimum requirements? _____

REQUIRED SUBMITTAL: Submit a brief history of your company in narrative form consisting of no more than two 8-1/2" x 11" pages. Include information detailing your firm's experience including the number of accounts your firm serviced in the past year and the approximate number of staff those accounts employed. Indicate your firm's business location, include name of office manager, phone number, etc. Indicate if your firm is a WBE, MBE, or DBE, as applicable.

2) INSURANCE REQUIREMENTS (MINIMUM)

Companies submitting their qualifications must be able to meet the following insurance requirements.

STANDARD CONTRACT INSURANCE REQUIREMENTS FOR SERVICE

Your certificate of insurance must meet the following requirements

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

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

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

Requirement #3: Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (PO Box 398, Ft. Myers, FL 33902)

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

Circumstances

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

Worker's Compensation

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

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

Commercial General Liability

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

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

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

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

Employee Dishonesty/Fidelity

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

Certificate of Insurance

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

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

Can your company meet these minimum requirements? _____

REQUIRED SUBMITTAL: Provide a copy or copies of your company's current Certificate of Insurance or a letter from your insurance company/companies, evidencing the fact that your firm is able to be insured pertaining to Temporary Labor Services as listed above.

3) LICENSING REQUIREMENTS

Companies submitting their qualifications must have all necessary permits and licenses applicable to providing Temporary Labor Service to Lee County.

Does your company have all necessary permits and licenses applicable to providing Temporary Labor Service to Lee County? _____

REQUIRED SUBMITTAL: Provide a copy of your current Lee County Occupational License.

4) REFERENCES

Companies submitting their qualifications shall furnish as a minimum three (3) account references within the State of Florida to whom your firm has provided temporary labor during the past year. In addition to these references, if your company has provided temporary labor to Lee County previously, provide details in this section.

Does your company meet these minimum requirements? _____

REQUIRED SUBMITTAL: Provide account references including the name of the account, contact person, telephone number and address, and any Lee County information, if applicable.

5) OFFICE STAFF

Companies submitting their qualifications shall have a minimum office staff of five to service Lee County's temporary labor needs.

Does your company meet these minimum requirements? _____

REQUIRED SUBMITTAL: Provide information detailing the number, name, position, years of experience and qualifications of your firm's office staff.

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. The mailing envelope has been addressed to:

MAILING ADDRESS	PHYSICAL ADDRESS
Lee County Purchasing	Lee County Purchasing
P.O. Box 398 or	1825 Hendry St 3 rd Floor
Ft. Myers, FL 33902-0398	Ft. Myers, FL 33901

12. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date

13. 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.)

14. 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-040704

OPEN DATE: NOVEMBER 30, 2004

AND TIME: 2:30 P.M.

PRE-BID DATE: NOVEMBER 15, 2004

AND TIME: 9:30 A.M.

LOCATION: LEE COUNTY PURCHASING
1825 HENDRY STREET
FORT MYERS, FL 33901

REQUEST FOR QUOTATIONS

TITLE: TEMPORARY LABOR SERVICES FOR SOLID WASTE DIVISION STEP-TWO

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING SERVICES
1825 HENDRY STREET (33901)
P.O. BOX 398
FORT MYERS, FL 33902

BUYER: JUDY CHEVES
BUYER
PHONE NO.: (239) 344-5450

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING SERVICES, at 1825 Hendry Street, in Fort Myers, FL 33901 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 Services at (239) 344-5453.

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 Services prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAMENT PROCEDURE**

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

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

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

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

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

10. **PUBLIC ENTITY CRIME**

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

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

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

12. **MATERIAL SAFETY DATA SHEETS**

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

13. **MISCELLANEOUS**

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

14. **WAIVER OF CLAIMS**

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

15. **AUTHORITY TO PIGGYBACK**

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

16. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

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

b) **Any Single Large Project**

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

c) **Disadvantaged Business Enterprises**

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

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

d) **Anti-Discrimination**

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

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

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

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

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

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

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

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

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

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

17. **AUDITABLE RECORDS**

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

18. **DRUG FREE WORKPLACE**

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

19. **REQUIRED SUBMITTALS**

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

20. **TERMINATION**

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

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

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

21. **CONFIDENTIALITY**

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

22. **ANTI-LOBBYING CLAUSE**

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

23. **INSURANCE (AS APPLICABLE)**

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

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR TEMPORARY LABOR SERVICES
STEP TWO**

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, VENDORS MUST COMPLETE AND RETURN PAGES 9, 10, AND 11.

PROVIDE A SINGLE HOURLY RATE FOR THE JOB CATEGORY LISTED BELOW.

<u>CATEGORY</u>	<u>HOURLY LABOR RATE</u>
-----------------	--------------------------

<u>DAY LABORER</u>	\$ _____
--------------------	----------

SERVICE TO START WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Address: _____

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 _____

FORMAL QUOTE NO.: Q-040704
STEP TWO

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: _____

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR TEMPORARY LABOR SERVICES-STEP TWO**

SCOPE

The purpose of Step Two of this quotation is to obtain pricing information, from pre-qualified vendors, in order to establish a contract for temporary labor service with the Lee County Board of County Commissioners.

TERM OF QUOTATION

This quotation shall be in effect for one year, or until new quotations are taken and awarded. This quotation or any portion thereof, has the option of being renewed for four additional one-year periods, upon mutual agreement of the parties, under the same terms and conditions.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments/divisions. This person or back up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved in this quotation.

SUPERVISION

General County policies and procedures will be followed subject to the discretion of the supervisor of Lee County Solid Waste.

MEETING PRIOR TO CONTRACT START-UP

The awarded vendor shall attend a meeting prior to start-up of work with Lee County. The purpose of this meeting shall be to help familiarize the vendor with the Lee County organizational structure and procedures. The awarded vendor must be aware of, understand, and agree to work within this structure.

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 Solid Waste Division will notify the vendor of the increase amount. This increased amount will begin with the billing for the month of October.

BASIS OF AWARD

This quotation will be awarded to the vendor meeting all specification requirements, with the lowest hourly rate as listed on the Proposal Quote Form.

Vendors should be aware that Lee County anticipates awarding this quotation to a primary vendor and a secondary vendor. The majority of the business will be given to the primary vendor. Lee County shall utilize the secondary vendor, only when the primary vendor cannot supply workers within a reasonable period of time (as determined by Lee County). The primary vendor will be contacted first in all cases.

FORMAL QUOTE NO.: Q-040704
STEP TWO

The vendor offering the lowest hourly rate as detailed above will be considered the primary vendor. The vendor offering the next lowest hourly rate will be considered the secondary vendor.

**STANDARD CONTRACT
INSURANCE REQUIREMENTS FOR SERVICE**

Your certificate of insurance must meet the following requirements

- Requirement #1:** **The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.**
- Requirement #2:** **Certificate holder shall be listed as follows:**
- Lee County Board of County Commissioners
C/O Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902**
- Requirement #3:** **Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (PO Box 398, Ft. Myers, FL 33902)**

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

Circumstances

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

Worker's Compensation

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

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

Commercial General Liability

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

- \$500,000 bodily injury per person (BI)
- \$1,000,000 bodily injury per occurrence (BI)
- \$500,000 property damage (PD) or

\$1,000,000 combined single limit (CSL) of BI and PD

Business Automobile Liability

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

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

Employee Dishonesty/Fidelity

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

Certificate of Insurance

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

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

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. The mailing envelope has been addressed to:

MAILING ADDRESS	or	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

- 12. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date
- 13. 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.)
- 14. 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: _____

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR TEMPORARY LABOR SERVICES
STEP TWO

DATE SUBMITTED: 11/29/04

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: N/A

IN ORDER FOR YOUR QUOTATION TO BE CONSIDERED, VENDORS MUST COMPLETE AND RETURN PAGES 9, 10, AND 11.

PROVIDE A SINGLE HOURLY RATE FOR THE JOB CATEGORY LISTED BELOW.

CATEGORY HOURLY LABOR RATE

DAY LABORER \$ 9.21

SERVICE TO START WITHIN 1 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Address: 26755 Old 41 Road #3, Bonita Springs, FL 34135

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

FORMAL QUOTE NO.: Q-040704
STEP TWO

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 Tampa Service Co. Inc. DBA Pacesetter Personnel Service

BY (Printed): Mark Birenbaum

BY (Signature): [Signature]

TITLE: Sales Manager

FEDERAL ID# or S.S.#: 59-3143937

ADDRESS: 26755 Old 41 Road #3
Bonita Springs, FL 34135

PHONE NO.: 239-498-2300

FAX NO.: 239-498-2464

CELLULAR PHONE/PAGER NO.: 813-810-6391

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 050213

E-MAIL ADDRESS: ecommerce@pacesetterpersonnel.com

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR TEMPORARY LABOR SERVICES
STEP TWO**

DATE SUBMITTED: 11-30-04

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: none

IN ORDER FOR YOUR QUOTATION TO BE CONSIDERED, VENDORS MUST COMPLETE AND RETURN PAGES 9, 10, AND 11.

PROVIDE A SINGLE HOURLY RATE FOR THE JOB CATEGORY LISTED BELOW.

<u>CATEGORY</u>	<u>HOURLY LABOR RATE</u>
<u>DAY LABORER</u>	<u>\$ 9.88</u>

SERVICE TO START WITHIN 30 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

Address: 2290 Fowler St., Ft. Myers, Fl. 33901

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

FORMAL QUOTE NO.: Q-040704
STEP TWO

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:

- * our proposed hourly labor rate shall in no way be affected by any implementation of the increase to the Florida Minimum Wage.

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 Tandem Staffing Solutions Inc

BY (Printed): Darrell J Porter

BY (Signature): [Signature]

TITLE: VP Finance

FEDERAL ID# or S.S.#: 30-001-5919

ADDRESS: 1690 S. Congress Suite 210
Delray Beach, FL 33445

PHONE NO.: 561-454-3503

FAX NO.: 561-454-3783

CELLULAR PHONE/PAGER NO.: 561-704-4768

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 90 962205

E-MAIL ADDRESS: dporter@tandemstaffing.com

ATTACHMENT # 7**Judy Cheves - Temp Labor**

From: Jason Fournier
To: Cheves, Judy
Date: 12/3/2004 11:01 AM
Subject: Temp Labor

Judy,

Provided Pace Setter Personnel Services is willing to provide this service at their quoted price of \$9.21 hr., than lets move forward with the award letter for the primary vendor, with Tandem Staffing Solutions Inc as the secondary vendor @ \$9.88 hr.

My only concern is that it's a long way to travel from Bonita to here.

How long before we can start using them?

Thanks.

Jason Fournier
Solid Waste Coordinator/Lee County
E-Mail : fournija@leegov.com
Phone : 239-338-3302
Fax : 239-461-5871