

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

Blue Sheet No. 20030012

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve award of quote #Q-030074 Temporary Personnel for the LeeWay Service Center, for the Department of Transportation (Tolls), to the vendor offering the lowest percentage mark-up and meeting all specification requirements, Personnel Services of Ft. Myers, Inc., at the quoted percentage of mark-up over hourly rates of 25%. It is estimated that approximately \$80,000 will be spent annually for this service. The term of this contract is for one year. Also to request authority to renew for four additional one year periods if in the best interest of Lee County.

**WHY ACTION IS NECESSARY:** According to Section 9.4.1 of the Lee County Purchasing and Payment Procedures Manual, approved by the Board on 3/21/00, purchases over the \$50,000.00 must be approved by the Board.

**WHAT ACTION ACCOMPLISHES:** Allows continued operations at the LeeWay Service Center, by providing temporary personnel for service and clerical related positions.

**2. DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT #

*C9B*

**3. MEETING DATE:**

*04-01-2003*

**4. AGENDA:**

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

**5. REQUIREMENT/PURPOSE:**  
(Specify)

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

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT *D.O.T.*
- C. DIVISION *TOLLS*

BY: *CAROL GOLDWASSER*

**7. BACKGROUND:** In order to continue to provide temporary personnel for the LeeWay Service Center Purchasing solicited sealed quotations for this project. A two-step process was used to solicit sealed quotations: step-one requested qualifications from interested vendors, and step-two requested pricing information from the vendors qualified in step-one.

Step-One: On November 5, 2002, Purchasing requested qualifications from interested firms. On that date 6 Responses were received. Five vendors were found to be qualified for this project: Personnel Services of Ft. Myers, (Background continued on next page)

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>3/19/03</i>	<i>Janet Sheehan 3-11-03</i>	<i>N/A</i>		<i>3/19/03</i>	OA	OM	Risk	GC	<i>3-18-03</i>
<i>[Signature]</i>	<i>[Signature]</i>			<i>[Signature]</i>	<i>RK 3/19</i>	<i>APM 3/19</i>	<i>vs 3/20/03</i>	<i>RY 3-19-03</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *3/19/03*  
Time: *11:50 am*  
Forwarded To:  
*City Admin 3-19-03*

RECEIVED BY COUNTY ADMIN. *Reg*  
*3/19 2:15*  
COUNTY ADMIN. FORWARDED TO:  
*[Signature]*

Inc., Remedy Staffing, Office Team/Accountemps, Manpower Services and Kelly Services.

Step-Two: Price quotations were requested from the qualified vendors, and then received by Purchasing on December 17, 2002. Personnel Services of Ft. Myers, Inc, submitted the lowest mark-up percentage, and is therefore being recommended for award.

Account # PE5414742104.503490

- Attachments:
- (1) Tabulation Sheet
  - (2) Step-One Specifications
  - (3) Step-Two Specifications
  - (4) Vendors Quotation
  - (5) Departments Step-One Recommendation of Qualified Vendors
  - (6) Departments Step-Two Recommendation of Award





# ATTACHMENT 2

PROJECT NO.: Q-030074

OPEN DATE: November 5, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: N.A.

AND TIME:

LOCATION: DIVISION OF PURCHASING  
3434 HANCOCK BRIDGE PKWY  
3<sup>RD</sup> FLOOR  
FT. MYERS, FL 33902

# REQUEST FOR QUOTATIONS

[ STEP ONE ]

**TITLE:**  
TEMPORARY PERSONNEL FOR THE  
LEEWAY SERVICE CENTER

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**

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

**PHYSICAL ADDRESS**

3434 HANCOCK BRIDGE PKWY, #307  
NORTH FORT MYERS, FL 33903

BUYER: CHRIS JEFFCOAT  
PURCHASING AGENT  
PHONE NO.: (239) 689-7392

**GENERAL CONDITIONS**

Scaled 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) 689-7385.

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.

FORMAL QUOTE NO. Q-030074  
STEP ONE

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

2. **ACCEPTANCE**

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

3. **SUBSTITUTIONS**

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

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

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

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

5. **RECYCLED PRODUCTS**

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

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

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

7. **PRE-BID CONFERENCE**

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

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

8. **BIDDERS LIST MAINTENANCE**

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

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

9. **LEE COUNTY PAYMENT PROCEDURES**

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

Lee County Finance Department

Post Office Box 2238  
Fort Myers, FL 33902-2238

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

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

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

10. **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



FORMAL QUOTE NO. Q-030074  
STEP ONE

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.

FORMAL QUOTE NO. Q-030074  
STEP ONE

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 or 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 PERSONNEL  
FOR THE LEEWAY SERVICE CENTER  
STEP ONE**

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 TO BE CONSIDERED FOR QUALIFICATION IN STEP ONE, FIRMS SHOULD COMPLETE AND RETURN PAGES 11, 12, 18, 19, 20 AND 21 OF THIS SPECIFICATION, YOUR FIRM'S NARRATIVE RESPONSES AND THE REQUIRED SUBMITTALS, TO INCLUDE, INSURANCE LETTER OR CERTIFICATE, COPY OF LICENSE, ETC.**

TO BE STARTED 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.

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 TEMPORARY PERSONNEL  
FOR THE LEEWAY SERVICE CENTER  
STEP ONE**

SCOPE

The purpose of this quotation is to establish an annual contract for a temporary personnel vendor to provide customer service representatives, data entry clerks, and file clerks at the LeeWay Service Center, 1366 Colonial Boulevard, Fort Myers, Florida. During October renewal time (September through November) LeeWay needs the ability to increase staff up to a total of 24 people. During the April renewal time (March through May) LeeWay needs the ability to increase staff up to a total of 3 people. It is anticipated that this contract will start no later than January 1, 2003.

Lee County will be utilizing a two-step process for this quotation.

STEP ONE - REQUEST FOR QUALIFICATIONS

In Step One interested vendors shall submit the qualifications of their firm and other information as specified herein, to Lee County Purchasing, 3434 Hancock Bridge Parkway, Fort Myers, Florida 33902, before the deadline listed on the coversheet of this Request for Quotations.

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. Only those firms determined to be qualified in Step One will be given the necessary forms to complete for Step Two.

STEP TWO - REQUEST FOR PRICING INFORMATION

If your firm receives the forms to submit for Step Two, this information must be completed and returned to Lee County Purchasing, 3434 Hancock Bridge Parkway, Fort Myers, Florida 33902, before the deadline, which will be indicated on the coversheet in Step Two.

The quotation will then be awarded to the firm offering the lowest percentage of mark-up over the indicated hourly rates for the listed positions.

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.

ESTIMATED USAGE

Lee County anticipates spending approximately \$80,000 annually under this quotation. This amount is provided for quoters information only and no minimum dollar amount is guaranteed.

WORK HOURS

Generally full time temporary personnel will be required to work approximately 8 hours per day, between the hours of 8:00 a.m. to 6:30 p.m., Monday through Friday, plus Saturdays during the months of October, and November. During the months of October and November, the service center runs with a second shift during the hours of 5:30pm-10:30pm. Part time temporary personnel will be required to work approximately 5 hours per day, between the hours of 5:30pm and 10:30pm, Monday through Friday. Temporary employees working Saturdays will be paid the same rate as they receive for working Monday through Friday. No overtime will be paid unless Lee County specifically authorizes it.

TEMPORARY PERSONNEL REQUIREMENTS/INFORMATION

- 1) Lee County requires that temporary personnel provided to Lee County successfully complete a drug test, and a Lee County criminal background check prior to start-up of work with Lee County. Copies of the test results must be provided to Lee County. The charges for these tests (if any) shall be included in the percentage of mark-up quoted to Lee County and not be billed separately.
- 2) 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.
- 3) Lee County anticipates giving the awarded vendor reasonable notice of any additional temporary personnel required. If the awarded vendor is not able to fill the positions for the date required, Lee County reserves the right to employ other temporary service vendors to fill the position.
- 4) Persons employed by the awarded vendor in the performance of services pursuant to this quotation shall not be considered employees of the County. They 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) The minimum number of hours a temporary employee will be required is four hours.
- 7) 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.

- 8) Lee County will not pay for or reimburse temporary personnel for any bridge tolls.
- 9) Lee County reserves the right to permanently hire any temporary personnel furnished, without fees or additional charges being levied.

#### 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 personnel services, in the event of major breakdowns or natural disasters.

#### SUMMARY REPORTS

Upon completion of each six month period of the quotation, the awarded vendor shall be responsible for furnishing a summary report to Purchasing. This report shall include the previous six-month's history, showing at a minimum, the following information:

- 1) Total hours worked, per job category, by month,
- 2) Cumulative six month totals.

#### JOB CATEGORY INFORMATION

Lee County requires vendors be able to provide temporary personnel staff capable of fulfilling the following job categories. Temporary personnel employed in all categories shall be dependable and shall possess excellent telephone and in person customer service skills. In addition they must be capable of proofreading, filing, 10-key data entry, with 7,000 keystrokes per hour ability, and the capability of typing 40 wpm. The following are minimum requirements for each job category.

##### Customer Service Representative

- 1) Process walk-in, mail-in and fax applications to include data entry, payment processing and packaging for shipment.
- 2) Perform account maintenance, including account changes, closings, transponder changes, replenishments, adjustments and statement requests.
- 3) Answer all incoming telephone calls as assigned and process all necessary paperwork as required, for example, faxing applications, credit card forms, etc.
- 4) Provide assistance to process expired credit cards.
- 5) Assist in preparing packages for both walk-in and mail out transponder delivery.
- 6) Scan and file applications and all other necessary paperwork.
- 7) Prepare all required reports to include but not be limited to the CSR Daily Activity Report.
- 8) Assist customers in transponder installation and troubleshooting of transponder problems, replace when necessary.

FORMAL QUOTE NO. Q-030074  
STEP ONE

- 9) Sort and process incoming mail to include, but not be limited to, check payments, applications, renewals, and credit card expiration dates.
- 10) Greet all customers and provide assistance as necessary.
- 11) Maintain individual transponder inventory and month end inventory report.
- 12) Perform daily cash out procedure at the end of each shift.
- 13) Perform additional duties as directed.

**Data Entry Clerk**

- 1) Process walk-in, mail-in and fax applications to include data entry, payment processing and packaging for shipment.
- 2) Answer all incoming telephone calls as assigned and process all necessary paperwork as required, for example, faxing applications, credit card forms, etc.
- 3) Provide assistance to process expired credit cards.
- 4) Assist in preparing packages for both walk-in and mail out transponder delivery.
- 5) Scan and file applications and all other necessary paperwork.
- 6) Prepare all required reports to include but not be limited to the CSR Daily Activity Report.
- 7) Assist customers in transponder installation and troubleshooting of transponder problems, replace when necessary.
- 8) Sort and process incoming mail to include, but not be limited to, check payments, applications, renewals, and credit card expiration dates.
- 9) Greet all customers and provide assistance as necessary.
- 10) Perform daily cash out procedure at the end of each shift.
- 11) Perform additional duties as directed.

**File Clerk**

- 1) To maintain working file system at the County warehouse. File all processed documents in accordance to the LeeWay filing system.
- 2) To purge, box and record all closed account files for storage.
- 3) Report to the LeeWay Service Center weekly to obtain all documents for filing. (This may incur traveling expenses).
- 4) Keep the CS Supervisor/Service center Manager informed of progress.
- 5) Contact the CS Supervisor on Friday to report payroll hours for the week.
- 6) Perform additional duties as directed by Management.

**HOURLY RATES**

Lee County currently desires to pay LeeWay temporary personnel the following hourly rate/ranges for each position. Lee County requires that prior to start-up of work, the awarded vendor must get the County's approval of the hourly rates to be paid any employee.

Customer Service Representative: \$8.50 per hour  
Data Entry Clerk: \$8.00 per hour  
File Clerk: \$7.50 per hour

At Lee County's sole discretion, Lee County may desire to increase or decrease these hourly rates. Prior to any rate adjustments Lee County will work with the awarded vendor to negotiate revised hourly rates, based on current Lee County standards.

**METHOD OF PAYMENT**

Lee County will make payments to the awarded vendor based on the percentage of mark-up quoted in Step Two, over the hourly rates listed above.

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

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. **TO FACILITATE THE EVALUATION OF INFORMATION SUBMITTED, VENDORS SHOULD PROVIDE THEIR RESPONSES NUMBERED, AND IN ORDER, AS LISTED BELOW.**

**1) EXPERIENCE REQUIREMENTS/COMPANY HISTORY**

Companies submitting their qualifications shall have a minimum of five (5) years acceptable experience in Temporary Personnel 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. Also include information detailing the names, positions, years of experience and qualifications of your firm's office staff.

**2) INSURANCE REQUIREMENTS (MINIMUM)**

Companies submitting their qualifications must be able to meet the following insurance requirements.  
**GUIDE "E"**

**INSURANCE REQUIREMENTS FOR SERVICE**

**Your certificate of insurance must meet the following requirements**

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

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

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

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

FORMAL QUOTE NO. Q-030074  
STEP ONE

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

Circumstances

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

Worker's Compensation

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

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

Commercial General Liability

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

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

Business Automobile Liability

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

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

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.

Revised 10/18/00

**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 Personnel Services as listed above.

### **3) LICENSING REQUIREMENTS**

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

**Does your company have all necessary permits and licenses applicable to providing Temporary Personnel 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 five (5) account references within the State of Florida (a minimum of three which shall be in Lee County) to whom your firm has provided temporary personnel during the past year. In addition to these references, if your company has provided temporary personnel 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, address, and number of temporary personnel your firm has provided, or number of on-going placements your firm had with each reference in the past year. Include the same details regarding any temporary personnel your firm provided to Lee County, if applicable.

### **5) TEMPORARY PERSONNEL VENDOR INFORMATION**

As a minimum, Lee County requires that companies submitting their qualifications shall furnish documentation regarding the following.

- a) Does your firm have an evaluation process that specifically identifies people that will be successful in the positions specified herein? If so, provide details, including what types of tests are conducted and how the employees' test performance is measured.
- b) How many experienced personnel does your firm have on file for each of these positions?
- c) Detail your firm's plan to maintain temporary personnel on file with the specified skills, so they will be available when required by Lee County.



FORMAL QUOTE NO. Q-030074  
STEP ONE

- d) Does your firm perform past employer reference checks, verify education and previous attendance records? Provide details.
- e) Provide details of who conducts your drug testing and criminal background checks?
- f) Should an applicant require some minor assistance in order to perform the work specified herein, does your firm have the ability to assist the applicant with training? Provide details.
- g) Does your firm offer the availability of any insurance (for example, health, dental, and life) to your temporary personnel applicants? Provide details, including costs and any qualification criteria to receive the benefits, if the employee desires.

Resumes (as applicable), test scores and/or assessments and past employer reference checks for temporary personnel must be on file and available for inspection by county personnel upon reasonable notice.

**Does your company meet these minimum requirements?** \_\_\_\_\_

**REQUIRED SUBMITTAL:** Provide information detailing the items listed above. This information should be provided in narrative form on 8-1/2" x 11" pages.



PROJECT NO.: Q-030074

OPEN DATE: DECEMBER 17, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: N.A.

AND TIME:

LOCATION: DIVISION OF PURCHASING  
3434 HANCOCK BRIDGE PKWY  
3<sup>RD</sup> FLOOR  
FT. MYERS, FL. 33902

# REQUEST FOR QUOTATIONS

[ STEP TWO ]

**TITLE:**  
TEMPORARY PERSONNEL FOR THE  
LEEWAY SERVICE CENTER

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**

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

**PHYSICAL ADDRESS**

3434 HANCOCK BRIDGE PKWY, #307  
NORTH FORT MYERS, FL 33903

BUYER: CHRIS JEFFCOAT  
PURCHASING AGENT  
PHONE NO.: (239) 689-7392

LEE COUNTY, FLORIDA  
QUOTATION FORMS  
FOR:  
TEMPORARY PERSONNEL FOR LEEWAY  
SERVICE CENTER

**INDEX OF REQUEST FOR QUOTATIONS**

<b><u>STEP TWO - QUOTATION INFORMATION</u></b>	<b><u>PAGE</u></b>
GENERAL CONDITIONS	2
PRICE QUOTATION INFORMATION	12
SIGNATURE PAGE	13
DETAILED SPECIFICATIONS	14
INSURANCE GUIDELINE	16
LOCAL VENDOR PREFERENCE	18
SAMPLE PURCHASING AGREEMENT	20

**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) 689-7385.

**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 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

FORMAL QUOTE NO.: Q-030074  
STEP TWO

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 PERSONNEL  
FOR THE LEEWAY SERVICE CENTER  
STEP TWO**

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: \_\_\_\_\_

**PLEASE COMPLETE AND RETURN PAGES 12 AND 13.**

**PROVIDE PERCENTAGE OF MARK-UP OVER HOURLY  
RATE STRUCTURE AS DETAILED IN STEP ONE:**

\_\_\_\_\_ %

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.

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 TEMPORARY PERSONNEL  
FOR THE LEEWAY SERVICE CENTER  
STEP TWO**

SCOPE

The purpose of this quotation is to establish an annual contract for a temporary personnel vendor to provide customer service representatives, data entry clerks, and file clerk at the LeeWay Service Center, 1366 Colonial Boulevard, Fort Myers, Florida.

Lee County is utilizing a two-step process for this quotation. Firms must have been determined to be qualified in Step One, in order to provide pricing information 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 has the option of being renewed for four additional one-year periods, upon mutual agreement of the parties, under the same terms and conditions.

BASIS OF AWARD

This quotation will be awarded to the vendor meeting specification requirements, with the lowest percentage of mark-up over the hourly rate structure as detailed in Step One.

METHOD OF PAYMENT

Lee County will make payments to the awarded vendor based on the percentage of mark-up over the hourly rate structure as detailed in Step One. For example, if your firm is quoting a 10% mark-up over the \$7.00 per hour Customer Service Representative position, Lee County will pay your firm \$7.70 per hour.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact. 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 on-site, subject to the discretion of the supervisor.



ATTIRE

All office personnel provided shall be required to dress in professional, conservative business-like attire, suitable for public exposure type jobs. No jeans or T-shirts will be allowed, unless approved by the County Department/Division to which the temporary personnel are assigned

MEETING PRIOR TO CONTRACT START-UP

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

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.

INSURANCE REQUIREMENTS

Insurance shall be provided per the attached Insurance "Guide E -Modified", prior to the commencement of any work under this agreement.

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

**GUIDE "E" (MODIFIED)  
INSURANCE REQUIREMENTS FOR SERVICE**

Your certificate of insurance must meet the following requirements

- Requirement #1:**      **The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.**
- Requirement #2:**      **Certificate holder shall be listed as follows:**
- Lee County Board of County Commissioners  
C/O Lee County Purchasing  
P.O. Box 398  
Fort Myers, FL 33902**
- Requirement #3:**      **Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.**

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

Circumstances

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

Worker's Compensation

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

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

Commercial General Liability

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

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

Business Automobile Liability

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

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

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.

Revised 10/18/00

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

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

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

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

---

---

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

---

---

---

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

1. How many employees are available to service this contract? \_\_\_\_\_
2. Describe the types and amount of equipment you have available to service this contract.

---

---

---

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

---

---

---

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

---

---

---

---

---

---

**PURCHASING AGREEMENT**

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

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

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

---

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

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

the sum of \_\_\_\_\_  
DOLLARS ( \_\_\_\_\_ )

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

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

1. If a Surety Bond was furnished, the vendor shall deliver to the County's Agent the written consent of the vendor's Surety covering every such partial payment permitting such payment to be made without affecting the validity of the Bond.
2. If a Cash Bond was furnished, the County's Agent will examine the conditions relating to the delay, also the amount and nature of the work remaining to be

completed and his decision will determine whether partial payments will continue to be made or withheld.

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

Article 4. This purchasing Agreement shall be in effect from the period commencing the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ up to and including the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Amount of Liquidated Damages per day: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 17. **HOLD HARMLESS AND INDEMNITY:** The vendor agrees through the signing of this document by an authorized party or agent that he shall hold harmless and defend the County of Lee and its agents and employees from all suits and actions, including attorneys' fees and all costs of



litigation and judgements of every name and description arising out of or incidental to the performance of this Agreement or work performed thereunder, whether or not due to or caused by negligence of the County excluding only the sole negligence of the County.

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

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

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

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

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

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

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Correct Name of Corporation)

BY: \_\_\_\_\_

\_\_\_\_\_  
President

(Corporate Seal)

ATTEST: Clerk of Court  
COMMISSIONERS

LEE COUNTY BOARD OF COUNTY  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM

BY: \_\_\_\_\_  
County Attorney's Office

Revised: March 18, 2002

# ATTACHMENT 4

FORMAL QUOTE NO.: Q-030074  
STEP TWO

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR TEMPORARY PERSONNEL  
FOR THE LEEWAY SERVICE CENTER  
STEP TWO

DATE SUBMITTED: December 16, 2002

VENDOR NAME: Personnel Services of Fort Myers, Inc.

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

PLEASE COMPLETE AND RETURN PAGES 12 AND 13.

PROVIDE PERCENTAGE OF MARK-UP OVER HOURLY  
RATE STRUCTURE AS DETAILED IN STEP ONE:

25 %

TO BE (STARTED) WITHIN 7 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.

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 Personnel Services of Fort Myers, Inc.

BY (Printed): Lauren Gavitt

BY (Signature):



TITLE: Treasurer

FEDERAL ID # OR S.S.# 59-2367180

ADDRESS: 2015 W. First St.

Fort Myers, FL 33901

PHONE NO.: 334-4112

FAX NO.: 334-6595

CELLULAR PHONE/PAGER NO.: 246-8262

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 760740

E-MAIL ADDRESS: lauren@pstemps.com

REVISED: 7/28/00

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

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

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

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

2015 W. First Street, Fort Myers, FL. 33901

---

---

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

Office space, 2500 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.

---

---

---

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

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

---

---

---

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

---

---

---

---

---

---

---

# ATTACHMENT 5

**From:** Susan Hopwood  
**To:** Christopher Jeffcoat  
**Date:** 11/25/02 3:44PM  
**Subject:** Temporary Personnel Quote Q-030074

Chris,

Attached is a memo documenting those vendors that are recommended to move into Step -Two of the quote process for the Temporary Personnel Services for the LeeWay Service Center.

If you need anything else, please let me know. I hope you had an enjoyable few days off and a Happy Thanksgiving.

Thanks,

Susan Hopwood  
LeeWay Service Center Manager-DOT  
Hopwoose@leegov.com  
Phone: (239) 931-0101  
Fax: (239) 278-7854

**CC:** Carol Goldwasser



LeeWay Service Center  
1366 Colonial Blvd.  
Ft. Myers, FL 33907  
239-931-0101

---

To: Chris Jeffcoat  
From: Susan Hopwood  
Date: November 25, 2002  
Re: Quotation # **Q-030074**

**Step-One Temporary Personnel For LeeWay Service Center**

I have reviewed of the quotations for Step-One for Temporary Personnel for the LeeWay Service Center and request that the following vendors move into Step-Two of the quote.

- Mancan of SWF Inc. DBA Manpower Temporary Services
- Personnel Services of Fort Myers, Inc.
- Key Temps, Inc. DBA Remedy Staffing
- Kelly Services, Inc

The quotation from Office Team/Accountemps and Maxim Healthcare Services, Inc should be disqualified since the vendors do not meet the requirement of having 3 years of experience in the Temporary Personnel Services within the State of Florida.

If you have any questions, please don't hesitate to contact me.

Cc: Carol Goldwasser



**From:** Susan Hopwood  
**To:** Christopher Jeffcoat  
**Date:** 12/3/02 10:47AM  
**Subject:** Quote # 030074/ Step- One Temporary Personnel For LeeWay Service Center

Chris,

I have received your faxed memo from OfficeTeam concerning their experience within the State of Florida. Per our phone conversation in confirming their experience meets the requirement of 3 years experience within the State of Florida, I am recommending that OfficeTeam/ Accounttemps proceed to Step Two of the quote process.

If you have any questions, please let me know.

Thanks !

Susan Hopwood  
LeeWay Service Center Manager-DOT  
Hopwoose@leegov.com  
Phone: (239) 931-0101  
Fax: (239) 278-7854

**CC:** Carol Goldwasser

# ATTACHMENT

6

**From:** Susan Hopwood  
**To:** Christopher Jeffcoat  
**Date:** 12/19/02 10:50AM  
**Subject:** Temporary Services Quote #030074

Chris,

Attached is a memo documenting my recommendation to award Personnel Services of Fort Myers for the Temporary Services quote. If you have any questions, please let me know.

Thanks and Happy Holidays !

Susan Hopwood  
LeeWay Service Center Manager-DOT  
Hopwoose@leegov.com  
Phone: (239) 931-0101  
Fax: (239) 278-7854

**CC:** Carol Goldwasser; Russell Clunn