



PROJECT NO.: IT160045

OPEN DATE: November 17, 2015

AND TIME: 2:30 P.M.

*****MANDATORY*****

PRE-BID DATE: November 3, 2015

TIME: 10:00 a.m.

LOCATION: Lakes Regional Park
7330 Gladiolus Drive
Fort Myers, FL 33908

REQUEST FOR QUOTATIONS

TITLE: JANITORIAL SERVICES FOR LAKES REGIONAL PARK

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT

ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER:

PROCUREMENT ANALYST: Patrick T. Lewis Sr.
PHONE NO.: (239) 533- 5453
EMAIL: Plewis@leegov.com

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the 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 Procurement Management at (239) 533-5450.

1. SUBMISSION OF QUOTE:

- a. Quotations and all required information must be faxed or email to the attention of the Buyer stated on the cover page, by 2:30 p.m. November 17, 2015. Only quotations submitted on the Lee County, Florida Proposal Form, supplied herein, shall be accepted.
- b. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure the quote is received by the Division of Procurement Management 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.
- c. **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.
- d. **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.). Poor or unacceptable past performance may result in bidder disqualification.
- e. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time.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 must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- f. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, 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.
- g. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed 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 equal quality. However, if a product other than that specified is quoted, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation will require a specific product only, as stated in the detailed specifications.)

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

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or licenses required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

5. **WARRANTY/GUARANTEE** (unless otherwise specified)

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

6. **PRE-BID CONFERENCE**

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

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

7. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

Lee County will not be liable for requests for 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.

8. **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.

9. **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.

10. **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.

11. **MISCELLANEOUS**

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

12. **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.

13. **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.

14. **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 (DBE's)**

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

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

d) Anti-Discrimination

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

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

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

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

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

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

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

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

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

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

15. **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.

16. **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.

17. **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.

18. **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 Procurement Management 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 Procurement Management.

19. **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.

20. **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.

21. **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.

22. **CONFLICT OF INTEREST**

All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:

The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.

Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
JANITORIAL SERVICES FOR LAKES REGIONAL PARK

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:

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

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

Are there any modifications to the quote or specifications?
Yes _____ No _____

FACILITIES/AREAS

COST PER FACILITY/AREA

Restrooms (including Bleachers & Surroundings)

\$ _____
Cost

Lodge

\$ _____
Cost

TOTAL COST FOR RESTROOMS & LODGE
(Basis of Award)

\$ _____
Cost

OPTIONS:

1. Hourly cost to clean added space/areas

\$ _____
Cost Per Person

2. Restroom attendants (male/female)

\$ _____
Cost Per Person

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

MODIFICATIONS:

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

SCOPE

Lee County is looking for vendors who will be willing to provide janitorial service for Lakes Regional Park on an as-needed-basis, and for special events. Special events normally take place on the weekends (Friday, Saturday and Sunday including Holiday weekends), but they may be the occasional weekdays.

AS STATED ON THE COVER PAGE OF THIS SOLICITATION, THERE WILL BE A MANDATORY PRE-BID CONFERENCE REQUIREMENT; WHICH MEANS THAT A REPRESENTATIVE OF YOUR COMPANY MUST BE IN ATTENDANCE AT THE PRE-BID CONFERENCE AND THE SUBSEQUENT SITE VISIT/TOUR. THERE ARE NO EXCEPTIONS TO THIS RULE.

IT IS THE COUNTY'S POLICY TO START PRE-BIDS PROMPTLY. THE PRE-BID CONFERENCE AND SITE VISIT/TOUR WILL BE HELD ON NOVEMBER 3, 2015 AT LAKES REGIONAL PARK, 7330 GLADIOLUS DRIVE, FORT MYERS, FL 33908, AT 10:00 A.M.

REQUIRED PRODUCT

Vendor will be responsible for the following items, and required to perform the following tasks, which will include but not limited to:

- ❖ all floor work (Dust & mop, wet mop/wash floors; clean/sweep and wet mop hallways & entrances; and pressure wash as needed and required)
- ❖ services of restrooms, which includes cleaning toilets, urinals, sinks, counters, re-supplying toilet paper and soap dispensers, cleaning mirrors, dusting any ledges, empty and place a new liner in trash receptacles, spot clean and sanitize containers, empty out feminine waste baskets (Checklist provided below to assist)
- ❖ Services of rooms, which include restrooms and floors, on an as needed basis depending on events
- ❖ services of Lodge/area, which includes removal of trash (empty and discarded cardboard boxes etc...), empty and place new liners in trash and or recycling receptacles, clean floors, wipe down and clean counters, clean or spot clean and sanitize trash containers as needed or required, and damp wipe walls if needed (Checklist provided below to assist)
- ❖ Clean areas, which includes floors, debris and foreign (gum, candy, trash etc,,,) matters from all surrounding areas, empty and place new liners in trash and or recycling receptacles, clean or spot clean and sanitize trash containers as needed or required.
- ❖ Facilities and surrounding areas must maintain a clean, neat, tidy, and sanitary appearance at all times.
- ❖ Cleaning and janitorial duties are to be conducted so as not to infringe or interfere with ongoing activities/events, participants, or guests.
- ❖ Vendor shall ensure that all staff member(s) are dressed in distinguishable and uniform attire with approved visible identifiable badge(s)
- ❖ Vendors, their employees, and staff members are required to immediately report any discrepancies, including broken or malfunctioning equipment, to the designated County Personnel or their designee.

Vendor will be required to complete and turn-in checklists, provided herein, to designated/on-duty county personnel at conclusion or termination (same day) of each janitorial service (See Attachment "A")

Parks & Recreation will supply the cleaning products and supplies, such as:

1. Toilet paper
2. Hand Towels
3. Soap for dispensers
4. Trash can liners
5. Sanitary napkins
6. Seat covers
7. All cleaning chemical products (cleaning products; general purpose cleaners, glass cleaners, bathroom cleaners and floor care products)

Labor, equipment, tools, and other incidentals, such as but not limited to PPE, shall be the vendor's responsibility, and may be subject to approval/disapproval at Lee County Discretion.

Note: Any substitute, additional, ancillary, or vendor preferred products will be at vendors cost and shall be approved by Mary Beth Krause, or her designated representative, prior to use.

SCHEDULE

Lee County will endeavor to work with the vendor to establish mutually agreeable times for the cleaning of the restrooms and events facilities. Post clean-up shall have adequate staffing and start within one (1) hour after the event, unless instructed by County personnel or designated event organizer.

Lee County will make every attempt to provide the vendor with a minimum of twenty four (24) hours notice prior to janitorial service requirement(s). However, all efforts will be made to provide advance notification of one to two weeks.

Note: Lee County reserves all rights to determine dates and timeframe for which the services will be needed/required.

TERM OF QUOTE

This quote shall be in effect for one year, with the option to renew for one (1) additional year, upon mutual agreement between vendor and Lee County or until new quotes are taken and awarded. Lee County reserves the right to negotiate lower pricing as a condition for each renewal, under the same terms and conditions.

BASIS OF AWARD

The basis of award for this project will be low bidder total cost for restrooms and lodge meeting all specification requirements, at Lee County's sole discretion. If the awarded vendor is unable to perform under the terms and conditions of the specification, Lee County reserves the right to procure/secure the services of the subsequent low quoter.

All costs associated with cleaning of these facilities must be included in the proposal request herein, including day and/or night personnel and Holidays & weekends janitorial/clean-up services; will be at the bid rate... no differentiation or additional cost for these services shall be submitted (one price only!).

Vendor must be a vendor in good standing and able to establish that the work provided is satisfactory.

1. A vendor will be deemed in good standing if any formal complaints filed with the vendor have been fully addressed within three business days from receipt of the complaint; and, the same or substantially similar issue is not the subject of a formal complaint more than twice in a six month period.
2. A vendor that has been the subject of removal from a County job, via the 30 day termination notice process, may not be deemed a vendor in good standing, at the County's discretion, for a period of 12 months from the date the notice of termination became effective.
3. A vendor that has been terminated from a County job via the defaults by vendor process, for failure to maintain satisfactory performance level, may not be deemed a vendor in good standing, at the County's discretion, for a period of 12 months from the date the notice of termination became effective.

NOTE: Lee County reserves the right, at the Procurement Director's discretion, not to award certain items of this specification (IT). Lee County also reserves the right to reject unbalanced quotes, at its discretion (a quote where a normally low cost item, in the County's estimation, is priced well out of the normal range).

ADDITIONS/REVISIONS/DELETIONS

Additions, revisions or deletions to the specifications or price sheets that change the intent of the quote will cause the quote to be non-responsive and the quote will not be considered. The Procurement Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the quote.

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.). Poor or unacceptable past performance may result in quoter/bidder disqualification.

WORKMANSHIP AND INSPECTION

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

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

QUALITY STANDARDS

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

- A. Absence of litter and trash on floor and horizontal surfaces of equipment, to include kitchen appliances/appurtenances.

- B. Absence of dust, marks/scuffmarks, spots, foreign matter, or spillage on floor surfaces. Floors, where applicable, should have the appearance of a glimmer/sheen and or reflective surface.
- C. Absence of encrustation, debris, trash, soil and wax buildup on floors, particularly in corners, along edges and baseboards, around door jambs, and around bleachers and chairs and bases.
- D. Absence of soil and stains on toilet room fixtures, baby changing station, drains, traps, faucets, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains. Disinfectants shall be used to sterilize toilet room fixtures and appurtenances, where required.
- E. Absence of soil, litter, dust and encrustations in wastebaskets, and trash containers. Wastebaskets and trash containers to be spot cleaned or washed as needed.
- F. Absence of marks, spots, stains and streaks on interior and exterior entrance door and all partition/bathroom stalls.
- G. Absence of trash in lodge, restrooms, or immediate surrounding areas. Trash shall be collected and removed to designated areas
- H. Absence of debris from all bleacher seats, including any gum, food items, or other foreign matter.
- I. Absence of marks/scuff marks, dust, spots, or spillage from all surfaces, including floors

PENALTIES

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

DEFAULTS BY VENDOR

The Vendor may be declared in default and may be terminated by Lee County Procurement Director with seven (7) days notice for any one of the following reasons:

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

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 Procurement Management Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Procurement Management 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 Procurement Management.

MAJOR BREAKDOWNS/NATURAL DISASTERS

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

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

ADDITION OR DELETION SPACE

If it is deemed necessary to add space on a temporary or permanent basis, the County reserves the right to invoke the hourly cost option at its discretion.

If space is added the required product and quality standards as outlined herein shall apply to the same.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County. 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 quote. Lee County's contact for this project will be Mary Beth Krause; she can be reached at (239) 533-7576 or via email at Krausemb@leegov.com.

LICENSES AND PERMITS AND BACKGROUND CHECKS

All vendors must maintain all appropriate licenses, insurances/bonds, and permits that are required. Vendors may be required to present copies of all licenses, insurances/bonds and permits.

The awarded vendor will be required to perform background checks on all employees that will be working on this contract to Lee County Procurement Department, c/o Patrick T. Lewis Sr., prior to project commencement/initiation. Background checks on any new employee(s) hired during the term of the contract or temporary employee(s) filling in for sickness or vacation of regular

employee(s) must be provided to Lee County Procurement Management before the employee(s) will be allowed to work in the County's facility or on this contract.

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

If the awarded vendor does not comply at all times with the aforementioned requirements, it may be grounds for termination of the contract or removal from the County job.

Any charges incurred for these background checks, or other security requirements, are the sole responsibility of the Vendor.

SECURITY

Vendor will be responsible for acting in accordance with all security guidelines with respect to facility security

Each employee shall wear a photo identification tag with other necessary information, provided by and paid for by Vendor.

Where necessary, all janitorial keys/access cards will be issued to the Vendor; and a fee will be charged to the Vendor for the loss of any keys/access cards or the cost of changing of locks as the result of any loss of keys. The sole decision, regarding changing the locks, rests with the County Representative.

SUPERVISION AND SAFETY

The Vendor shall be responsible for instructing his/her employees in all safety measures. All equipment used by the Vendor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on County premises.

The janitorial crew/staff shall not be accompanied by non-vendor individuals (i.e. children, friend(s), significant other(s), family member(s) etc...), or any vendor personnel/staff, aside from on-duty supervisor/manager, that does not have an accepted, approved, or authorized background check on file with Procurement Management and or the department for this project. Any such personnel may be asked to vacate the premises immediately, and it shall be the sole responsibility of the vendor to ensure that all required task are performed/completed on schedule and to the specification herein.

Failure to follow these directions/instructions may result in termination of the quote with your firm.

COMMUNICATION

Due to unforeseen circumstances and the nature of some events (ex: technical difficulties, events may be postponed/delayed etc.), janitorial services may be delayed. In such an event, Janitorial Staff will need to make the necessary adjustments and arrangements to perform the required janitorial duties at the time the event is completed, or permitted by an authorized Lee County staff member. At no time shall janitorial staff interfere with the event or inconvenience participants, organizers, nor their guests.

The awarded vendor's supervisor will routinely be dealing with designated Lee County personnel. The vendor will ensure these supervisors are conversant in English. Moreover, any of the awarded vendor's personnel who have regular interaction with County staff, take direction from County staff, and/or perform their duties in the absence of vendor's supervisory personnel, will also be conversant in English. If cleaning personnel is on duty during events, vendor shall ensure that a designated on-site County personnel is provided a clear means of contact/communication.

EXAMINATION OF SITE AND OTHER RELEVANT MATERIAL

The Vendor shall have visited the site and shall have fully acquainted and familiarized him or herself with conditions as they exist and the operations to be carried out. The Vendor shall make such investigations as he/she may see fit so that he/she may fully understand the facilities, difficulties and restrictions attending the execution of the work. Vendor shall also thoroughly examine and be familiar with all the specifications.

The failure or omission of the Vendor to receive or examine any instruction or document, or any part of the specifications or to visit the site and acquaint him or herself as to the nature and location of the work, and all matters which may in any way affect performance shall not relieve the Vendor of any obligation to perform as specified herein. Vendor understands the intent and purpose thereof, and his/her obligations thereunder and that he/she will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this agreement, or because of any lack of information. In the event of legal proceedings to enforce the terms of this agreement the prevailing party will be entitled to legal fees.

PRICE INCREASES

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

TECHNICAL REQUIREMENTS

Restrooms:

- Sweep/mop floors.
- Remove all cobwebs.
- Clean behind, in and around sinks, toilets, and urinals.
- Pressure wash walls, floors, ceilings...Tile only! If its plaster **do not** pressure wash.
- Clean ceiling fans.
- Clean entrance to restroom doors.
- Restock toilet paper, soap and Girley bags.
- Remove/empty trash and reline cans.
- Clean vents.
- Clean screens, doors, windows and ceiling fans
- Remove all cobwebs (inside and out...high and low)
- Remove mud daubers.
- Report any damage to supervisors.
- Clean building overhang

Lodge:

- Sweep and mop floor (Main room use water only! No Simple Green on the main floor! It will ruin it!).
- Sweep and mop kitchen and restroom.
- Remove all cobwebs, decorations, tape, staples, and push pins.
- Clean ceiling fans.
- Clean stainless steel appliances, Refrigerator, and Freezer inside and out.
- Clean Microwave inside and out.
- Clean Oven inside and out.
- Clean stovetop and range inside and out.
- Vacuum screens.
- Remove mud daubers.
- Clean entrance to restroom doors.
- Restock toilet paper & Girley bags.
- Remove/empty trash and reline cans.
- Wipe out/ clean all cabinets inside and out.
- Replace Paper towels, toilet paper, and soap.
- Clean screens, doors, windows and ceiling fans
- Remove all cobwebs (inside and out...high and low)
- Clean building overhang

Restroom Attendants:

- Wipe down and sanitize basins, bright works and counters with detergent/disinfectant
- Wipe down and sanitize/disinfect restroom stalls and partition doors on an as needed basis
- Clean toilets and urinals using detergent/disinfectant
- Clean mirrors, soap dispensers and wash basins
- Clean under basins, around toilets and urinals.
- Spot clean walls, light switches, lights, doors, and door areas inside and out; ensure everything is clean and free of spider webs.
- Re-supply soap, toilet tissue, paper towels, liners, sanitary napkin liners, sanitary napkins, etc... **ATTENTION: ONLY ANTI-BACTERIAL SOAP WILL BE ACCEPTABLE**
- Sweep, damp mop, and sanitize floors as needed using detergent/disinfectants – due to spillage, vomiting, urinating etc.
- Pick up all trash and empty all trash containers.

Note: Cautionary wet floors signs are to be used at all times when necessary/required.

REQUIRED INFORMATION

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

- a. All employee background checks
- b. Material Safety Data Sheets for chemicals being used (as applicable)
- c. Sample employee identification badge
- d. Names and phone numbers of vendor contact personnel
- e. Sample cleaning personnel sign-in sheet
- f. Statement certifying that all bathroom cleaner, general-purpose cleaners, floor care products and glass cleaners conform to Green Seal standards (as applicable).
- g. Insurance certificates

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 MATERIALS (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.: _____

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence
 \$1,000,000 general aggregate
 \$500,000 products and completed operations
 \$500,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$500,000 combined single limit (CSL)
 \$300,000 bodily injury per person
 \$500,000 bodily injury per accident
 \$300,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident
 \$100,000 disease limit
 \$500,000 disease – policy limit

- d. **Janitorial Service Bond** – Providing protection from losses incurred by dishonest acts of the vendors employees. Coverage shall not be less than \$100,000.

*The required minimum limit of liability shown in “a” and “b” may be provided in the form of “Excess Insurance” or “Commercial Umbrella Policies.” In which case, a “Following Form Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners

P.O. Box 398

Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.
- c. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

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

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

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

Company Name: _____

Signature

Title

Date

STATE OF _____

COUNTY OF _____

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

20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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

ATTACHMENT "A"

JANITORIAL DETAIL CLEANING TASK CHECKLIST

| Facility: Lakes Park | | | | | | | | |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|---|----|---|----|----|
| | Beach Restrooms | M | TU | W | TH | F | SA | SU |
| 1. | Clean basins with detergent/disinfectant. Clean and shine all bright work. | | | | | | | |
| 2. | Clean mirrors, soap dispensers and all plumbing fixtures. Wipe down all dispensers. Remove cobwebs, mud daubers. Pressure wash wall, floors and ceiling, tile only. If plaster do not pressure wash. | | | | | | | |
| 3. | Clean toilets, urinals, sinks, counters and baby changing stations using detergent/disinfectant. | | | | | | | |
| 4. | Clean under basins, around toilets and urinals. Clean all Vents, Ceiling fans and entrance. | | | | | | | |
| 5. | Damp wipe walls, light switches, doors and all ledges. Empty Trash and reline. | | | | | | | |
| 6. | Damp/Wet mop floors using detergent/disinfectant. | | | | | | | |
| 7. | Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkins and liners, etc. (Only anti-bacterial or anti-microbial soap will be acceptable) | | | | | | | |
| 8. | Report any maintenance issues to the County Representative. | | | | | | | |

JANITORIAL DETAIL CLEANING TASK CHECKLIST

| FACILITY: Lakes Park | | DATE: | | | | | | |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----|---|----|---|----|----|
| | Middle RESTROOM (S) | M | TU | W | TH | F | SA | SU |
| 1. | Clean basins with detergent/disinfectant. Clean and shine all bright work. | | | | | | | |
| 2. | Clean mirrors, soap dispensers and all plumbing fixtures. Wipe down all dispensers. Remove cobwebs, mud daubers. Pressure wash wall, floors and ceiling, tile only. If plaster do not pressure wash. | | | | | | | |
| 3. | Clean toilets, urinals, sinks, counters and baby changing stations using detergent/disinfectant. | | | | | | | |
| 4. | Clean under basins, around toilets and urinals. Clean all Vents, Ceiling fans and entrance. | | | | | | | |
| 5. | Damp wipe walls, light switches, doors and all ledges. Empty Trash and reline. | | | | | | | |
| 6. | Damp/Wet mop floors using detergent/disinfectant. | | | | | | | |
| 7. | Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkins and liners, etc. (Only anti-bacterial or anti-microbial soap will be acceptable) | | | | | | | |
| 8. | Report any maintenance issues to the County Representative. | | | | | | | |

JANITORIAL DETAIL CLEANING TASK CHECKLIST (CONTINUED)

| FACILITY: Lakes Park | | DATE: | | | | | | |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----|---|----|---|----|----|
| | Train Restrooms | M | TU | W | TH | F | SA | SU |
| 1. | Clean basins with detergent/disinfectant. Clean and shine all bright work. | | | | | | | |
| 2. | Clean mirrors, soap dispensers and all plumbing fixtures. Wipe down all dispensers. Remove cobwebs, mud daubers. Pressure wash wall, floors and ceiling, tile only. If plaster do not pressure wash. | | | | | | | |
| 3. | Clean toilets, urinals, sinks, counters and baby changing stations using detergent/disinfectant. | | | | | | | |
| 4. | Clean under basins, around toilets and urinals. Clean all Vents, Ceiling fans and entrance. | | | | | | | |
| 5. | Damp wipe walls, light switches, doors and all ledges. Empty Trash and reline. | | | | | | | |
| 6. | Damp/Wet mop floors using detergent/disinfectant. | | | | | | | |
| 7. | Re-supply soap, toilet tissue, paper towels, personal seat covers, sanitary napkins and liners, etc. (Only anti-bacterial or anti-microbial soap will be acceptable) | | | | | | | |
| 8. | Report any maintenance issues to the County Representative. | | | | | | | |
| 9. | | | | | | | | |

| FACILITY: Lakes Park | | DATE: | | | | | | |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----|---|----|---|----|----|
| | Lodge | M | TU | W | TH | F | SA | SU |
| 1. | Sweep and mop floor (main room water only) Sweep and mop kitchen and restroom. Clean entrances to building, restock toilet paper, lady bags, | | | | | | | |
| 2. | Remove all cobwebs and decorations, tape staples and push pins. Clean all ceiling fans, Vacuum screens, remove mud daubers. | | | | | | | |
| 3. | Empty and place a new liner in trash and recycle bin receptacles, spot clean and sanitize containers. | | | | | | | |
| 4. | Clean stainless steel appliances, refrigerator and freezer inside and out. Clean microwave, stovetop, range and oven. Wipe out and clean all cabinets in/out. Replace paper towels, toilet paper and soap. | | | | | | | |
| 5. | Report any maintenance issues to the County Representative. | | | | | | | |